MAINE TURNPIKE AUTHORITY

MAINE TURNPIKE

CONTRACT DOCUMENTS

CONTRACT 2027.09

ROADSIDE CLEARING

NOTICE TO CONTACTORS

PROPOSAL

CONTRACT AGREEMENT

CONTRACT BOND

FINAL LIEN AND CLAIM WAIVER AND AFFIDAVIT

SPECIFICATIONS

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

The Specifications are divided into two parts:
Part I, Supplemental Specifications and Part II, Special Provisions.

The Maine Turnpike Supplemental Specifications are additions and alterations to the 2014 Maine Department of Transportation Standard Specifications. See Subsection 100.1.

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MAINE TURNPIKE AUTHORITY

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Maine Turnpike Authority for:

CONTRACT 2027.09

ROADSIDE CLEARING

at the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, ME, until 11:00 a.m., prevailing time as determined by the Authority on Thursday November 5, 2026, at which time and place the Proposals will be publicly opened and read aloud. Bids will be accepted from Contractors who can demonstrate successful completion of projects of similar size and scope. All other bids may be rejected. This Project includes a wage determination developed by the State of Maine Department of Labor.

The clearing work consists of clearing trees and other growth, grinding of stumpage, and removal of all forest debris generated during clearing operations or preexisting, on all Locations as described herein, and all other work incidental thereto in accordance with the Plans and Specifications.

The General Limits of work are as follows:

Location 1 — 10.3 miles of northbound rights of way commencing at Mile 6.9 (Sta. 245+00) in the and extending Northerly to Mile 17.2 (Sta. 781+00).

Location 2 — 7.0 miles of northbound rights of way commencing at Mile 14.0 (Sta. 612+00) and continuing southerly to Mile 7.0 (Sta. 245+00).

Plans and Contract Documents may be examined by prospective Bidders weekdays between 8:00 a.m. and 4:30 p.m. at the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine. **The half size Plans** and Contract Documents may be obtained from the Authority upon payment of Fifty ($50.00) Dollars for each set, which payment will not be returned. Checks shall be made payable to: Maine Turnpike Authority. The Plans and Contract Documents may also be downloaded from a link on our website at http://www.maineturnpike.com/project-and-planning/Construction-Contracts.aspx.

For general information regarding Bidding and Contracting procedures, contact Nathanial F. Carll, Purchasing Manager, at (207) 871-7771 Ext. 115. For information regarding Schedule of Items, plan holders list and bid results, visit our website at http://www.maineturnpike.com/project-and-planning/Construction-Contracts.aspx . For Project specific information, email all questions to Nate Carll, Purchasing Manager, at ncarll@maineturnpike.com. **Questions will be answered and clarifications to contract documents will be made in Addendum 1, which will be issued on**

Thursday October 29, 2026. Responses will not be prepared for questions received by telephone. Bidders shall not contact any other Authority staff or Consultants for clarification of Contract provisions, and the Authority will not be responsible for any interpretations so obtained.

All work shall be governed by the Specifications entitled "State of Maine, Department of Transportation, Standard Specifications, Revision of November 2014" and as amended by the "Maine Turnpike Authority Supplemental Specifications 2016 Edition"; "Standard Details, Revision of November 2020" and "Best Management Practices for Erosion and Sediment Control", latest issue. Copies and recent updates to these publications can be downloaded at:

http://www.maine.gov/mdot/publications/ .

A copy of the MTA Supplemental Specifications can be downloaded at:

https://www.maineturnpike.com/Projects/Construction-Related-Documents.aspx

Proposals must be accompanied by an original bid bond, certified or cashier's check payable to the Maine Turnpike Authority in an amount not less than Five (5%) Percent of the Total Amount in the Proposal, but not less than $500.00. The Bidder to whom a Contract is awarded will be required to furnish a Surety Corporation Bond, satisfactory to the Authority, on the standard Contract Bond form of the Authority, for a sum not less than the Total Amount of the Proposal.

Proposals must be made upon the Proposal Forms furnished by the Authority separately with the Contract Documents, and must be enclosed in the sealed special addressed envelope provided therefore bearing the name and address of the Bidder, the name of the Contract, and the date and time of Proposal opening on the outside.

The Authority reserves the unqualified right to reject any or all Proposals and to accept that Proposal which in its sole judgment will under all circumstances serve its best interest.

MAINE TURNPIKE AUTHORITY

Nathanial F. Carll
Purchasing Manager
Maine Turnpike Authority
Portland, Maine

Maine Turnpike Authority

MAINE TURNPIKE

PROPOSAL

CONTRACT 2027.09

ROADSIDE CLEARING

MAINE TURNPIKE AUTHORITY

PROPOSAL

CONTRACT 2026.15

ROADSIDE CLEARING

TO MAINE TURNPIKE AUTHORITY:

The clearing work consists of clearing trees and other growth, grinding of stumpage, and removal of all forest debris generated during clearing operations or preexisting, on all Locations as described herein, and all other work incidental thereto in accordance with the Plans and Specifications.

The General Limits of work are as follows:

Location 1 — 10.3 miles of northbound rights of way commencing at Mile 6.9 (Sta. 245+00) in the and extending Northerly to Mile 17.2 (Sta. 781+00).

Location 2 — 7.0 miles of northbound rights of way commencing at Mile 14.0 (Sta. 612+00) and continuing southerly to Mile 7.0 (Sta. 245+00).

This Work will be done under a Contract known as Contract 2027.09 Roadside Clearing according to the Plans and Specifications which are on file in the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine.

On the acceptance of this Proposal for said Work, the undersigned will give the required bond with good security conditioned for the faithful performance of said Work, according to said Plans and Specifications, and the doing of all other work required by said Specifications for the consideration herein named and with the further condition that the Maine Turnpike Authority shall be saved harmless from any and all damages that might accrue to any person, persons or property by reason of the carrying out of said Work, or any part thereof, or by reason of negligence of the undersigned, or any person or persons under his employment and engaged in said Work.

The undersigned hereby declares that he/she has carefully examined the Plans, Specifications and other Contract Documents, and that he/she will contract to carry out and complete the said Work as specified and delineated at the price per unit of measure for each scheduled item of Work stated in the Schedule of Prices as follows:

SCHEDULE OF BID PRICES
CONTRACT NO. 2027.09
ROADSIDE CLEARING

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
201.11	Clearing	Acre	19.6				
201.23	Removing Single Tree	Each	60				
613.319	Erosion Control Blanket	Square Yard	500				
619.1202	Temporary Mulch and Seeding Method #2	Lump Sum	1				
656.50	Baled Hay, in place	Each	100				
656.632	30-Inch Temporary Silt Fence	Linear Foot	500				
661.10	Toll Stipend	Lump Sum	1				
					TOTAL:		

It is understood that the TOTAL AMOUNT stated by the undersigned in the following Schedule of Prices is based on approximate quantities and will be used solely for the comparison of bids, and that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased all as provided in the Specifications.

Acknowledgment is hereby made of the following Addenda received since issuance of the Plans and Specifications: _____
_____
_____

Accompanying this Proposal is an original bid bond, cashiers or certified check on _____ Bank, for _____, payable to the Maine Turnpike Authority. In case this Proposal shall be accepted by the Maine Turnpike Authority and the undersigned should fail to execute a Contract with, and furnish the security required by the Maine Turnpike Authority as set forth in the Specifications, within the time fixed therein, an amount of money equal to Five (5%) Percent of the Total Amount of the Proposal for the Contract awarded to the undersigned, but not less than $500.00, obtained out of the original bid bond, cashier's or certified check, shall become the property of the Maine Turnpike Authority; otherwise the check will be returned to the undersigned.

The performance of said Work under this Contract will be completed during the time specified in Subsection 107.1.

It is agreed that time is of the essence of this Contract and that I (we) will, in the event of my (our) failure to complete the Work within the time limit named above, pay to Maine Turnpike Authority liquidated damages in the amount or amounts stated in the Specifications.

The undersigned is an Individual/Partnership/Corporation under the laws of the State of _____, having principal office at _____, thereunto duly authorized.

_____ *(SEAL)*

_____ *(SEAL)*

Affix Corporate Seal
or Power of Attorney
Where Applicable

_____ *(SEAL)*

By: _____

Its: _____

Information below to be typed or printed where applicable:

INDIVIDUAL:

(Name)	(Address)

PARTNERSHIP - Name and Address of General Partners:

(Name)	(Address)
(Name)	(Address)
(Name)	(Address)
(Name)	(Address)

INCORPORATED COMPANY:

(President)	(Address)
(Vice-President)	(Address)
(Secretary)	(Address)
(Treasurer)	(Address)

MAINE TURNPIKE AUTHORITY

MAINE TURNPIKE

YORK TO AUGUSTA

CONTRACT AGREEMENT

This Agreement made and entered into between the Maine Turnpike Authority, and sometimes termed the "Authority", and _____

_____

herein termed the "Contractor":

WITNESSETH: That the Authority and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

FIRST: The parties hereto mutually agree that the documents attached hereto and herein incorporated and made a part hereof collectively evidencing and constituting the entire Contract to the same extent as if herein written in full, are the Notice to Contractors, the Accepted Proposal, the Specifications, the Plans, this Agreement, the Contract Bond and all Addenda to the Contract Documents duly issued and herewith enumerated:

_____

_____

SECOND: The Contractor for and in consideration of certain payments to be made as hereafter specified, hereby covenants and agrees to perform and execute all of the provisions of this Contract and of all documents and parts attached hereto and made a part thereof, and at his own cost and expense to furnish and perform everything necessary and required to construct and complete, ready for its intended purpose, in accordance with the Contract and such instructions as the Engineer may give, acceptable to the Authority, in the times provided, all of the Work covered and included under Contract No. _____ covering _____ as herein described.

THIRD: In consideration of the performance by the Contractor of his covenants and agreements as herein set forth, the Authority hereby covenants and agrees to pay the Contractor according to the Schedule of Prices set forth in the Proposal with additions and deductions as elsewhere herein provided in the times and in the manner stated in the Specifications. This Agreement shall insure to the benefit of, and shall be binding upon the parties hereto, and upon their respective successors and assigns; but neither party hereto shall assign or transfer his interest herein in whole or in part without the consent of the other, except as herein provided.

IN WITNESS WHEREOF the parties to this Agreement have executed the same in quintuplicate.

AUTHORITY -

MAINE TURNPIKE AUTHORITY

By: _____

Title: CHAIRMAN

Date of Signature: _____

ATTEST:

_____
Secretary

CONTRACTOR -

_____
CONTRACTOR

By: _____

Title: _____

Date of Signature: _____

WITNESS:

_____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS that _____

of _____ in the County of _____ and State of _____

as Principal, and _____ a Corporation duly organized under the

laws of the State of _____ and having a usual place of business in _____

_____

As Surety, are held and firmly bound unto the Maine Turnpike Authority in the sum of _____Dollars ($_____.___), to be paid to said Maine Turnpike Authority, or its successors, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns jointly and severally by these presents.

The condition of this obligation is such that the Principal, designated as Contractor in the foregoing Contract No. _____ shall faithfully perform the Contract on his part and satisfy all claims and demands incurred for the same and shall pay all bills for labor, material, equipment and all other items contracted for, or used by him, in connection with the Work contemplated by said Contract, and shall fully reimburse the Obligee for all outlay and expense which the Obligee may incur in making good any default of said Principal, then this Obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____, A.D., 201___

Witnesses:	CONTRACTOR	
_____	_____	*(SEAL)*
_____	_____	*(SEAL)*
_____	_____	*(SEAL)*
	SURETY	
_____	_____	*(SEAL)*
_____	_____	*(SEAL)*
_____	_____	*(SEAL)*

(Surety must attach copy of Power of Attorney showing authority of Office or Agent to execute bonds)

FINAL LIEN AND CLAIM WAIVER AND AFFIDAVIT

Upon receipt of the sum of _____, which sum represents the total amount paid, including the current payment for work done and materials supplied for Project No. _____, in _____, Maine, under the undersigned's Contract with the Maine Turnpike Authority.

The undersigned, on oath, states that the Final Payment of _____ is the final payment for all work, labor, materials, services and miscellaneous (all of which are hereinafter referred to as "Work Items") supplied to the said Project through _____and that no additional sum is claimed by the undersigned respecting said Project.

The undersigned, on oath, states that all persons and firms who supplied Work Items to the undersigned in connection with said Project have been fully paid by the undersigned for such Work Items or that such payment will be fully effected immediately upon receipt of this payment.

In consideration of the payment herewith made, the undersigned does fully and finally release and hold harmless the Maine Turnpike Authority, and its Surety, if any, from any and all claims, liens or right to claim or lien, arising out of this Project under any applicable bond, law or statute.

It is understood that this Affidavit is submitted to assure the Owner and others that all liens and claims relating to the Work Items furnished by the undersigned are paid.

_____
(Contractor)

By: _____

Title: _____

State of MAINE

County of _____

I, _____, hereby certify on behalf of _____
(Company Officer) *(Company Name)*

its _____, being first duly sworn and stated that the foregoing representations are
(Title)

are true and correct upon his own knowledge and that the foregoing is his free act and deed in said capacity and the free act and deed of the above-named _____.
(Company Name)

The above-named, _____, personally appeared before me this ____ day of _____ and swears that this is his free act and deed.

(SEAL)

_____
Notary Public

My Commission Expires: _____

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART I – SUPPLEMENTAL SPECIFICATIONS

(Rev. November 10, 2016)

All work shall be governed by the Specifications entitled "State of Maine, Department of Transportation, Standard Specifications, Revision of November 2014" and as amended by the "Maine Turnpike Authority Supplemental Specifications 2016 Edition".

A copy of the MTA Supplemental Specifications can be downloaded at:

https://www.maineturnpike.com/Projects/Construction-Related-Documents.aspx

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART II – SPECIAL PROVISIONS

PART II - SPECIAL PROVISIONS

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MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART II - SPECIAL PROVISIONS

All work shall be governed by the Maine Department of Transportation Standard Specifications, Revision of November 2014, except for that work which applies to sections of the Maine Department of Transportation Standard Specifications which are amended by the Maine Turnpike Supplemental Specifications and the following modifications, additions and deletions.

General Description of Work

The clearing work consists of clearing trees and other growth, grinding of stumpage, and removal of all forest debris generated during clearing operations or preexisting, on all Locations as described herein, and all other work incidental thereto in accordance with the Plans and Specifications.

The General Limits of work are as follows:

Location 1 — 10.3 miles of northbound rights of way commencing at Mile 6.9 (Sta. 245+00) in the and extending Northerly to Mile 17.2 (Sta. 781+00).

Location 2 — 7.0 miles of northbound rights of way commencing at Mile 14.0 (Sta. 612+00) and continuing southerly to Mile 7.0 (Sta. 245+00).

Plans

The drawings included in these Contract Documents, and referred to as the Plans, show the general character of the work to be done under this Contract. They bear the general title "Maine Turnpike – Contract 2027.09 – Roadside Clearing. The right is reserved by the Resident to make such minor corrections or alterations in the Plans as he deems necessary without change in the unit prices on the Schedule of Prices of the Proposal.

101.2 Definition

Holidays

The following is added in the General Provisions:

Christmas Day 2026	12:01 p.m. preceding Thursday to 6:00 a.m. the following Monday.
New Year's Day 2027	12:01 p.m. preceding Thursday to 6:00 a.m. the following Monday.

103.4 Notice of Intent to Award

The following sentence is added:

The Maine Turnpike Authority Board is scheduled to consider the Contract Award on November 19, 2026. Contract will be awarded within 10-days of Board approval and shall also be contingent upon MTA obtaining all environmental permits required.

104.3.8 Wage Rates and Labor Laws

Section 104.3.8 Wage Rates and Labor Laws has been amended as follows:

The fair minimum hourly rates determined by the State of Maine Department of Labor for this Contract are as follows:

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

2026 Fair Minimum Wage Rates – Highway & Earth York County

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons and Blockmasons	$43.02	$7.54	$50.56
Bulldozer Operator	$30.62	$5.38	$36.00
Carpenter	$33.75	$3.55	$37.30
Cement Masons and Concrete Finisher	$24.42	$2.52	$26.94
Construction and Maintenance Pairters	$33.00	$0.00	$33.00
Construction Laborer	$26.57	$3.61	$30.18
Conveyor Operators and Tenders	$30.17	$13.77	$43.94
Crane and Tower Operators	$40.43	$8.63	$49.06
Crushing Grinding and Polishing Machine Operators	$29.40	$5.64	$35.04
Earth Drillers - Except Oil and Gas	$25.04	$3.77	$28.81
Electrical Power - Line Installer and Repairers	$48.12	$15.63	$63.75
Electricians	$37.80	$18.82	$56.62
Elevator Installers and Repairers	$67.34	$39.76	$107.10
Excavator Operator	$33.71	$6.43	$40.14
Fence Erectors	$30.90	$2.18	$33.08
Flaggers	$22.00	$1.06	$23.06
Floor Layers - Except Carpet/Wood/Hard Tiles	$29.00	$8.65	$37.65
Glaziers	$39.32	$19.22	$58.54
Hazardous Materials Removal Workers	$24.12	$1.60	$25.72
Heating and Air Conditioning and Refrigeration Mechanics and Installers	$35.68	$5.93	$41.61
Heavy and Tractor - Trailer Truck Drivers	$35.95	$3.09	$39.04
Highway Maintenance Workers	$22.31	$2.59	$24.91
Industrial Machinery Mechanics	$29.97	$6.74	$36.71
Industrial Truck and Tractor Operators	$24.61	$4.21	$28.82
Insulation Worker - Mechanical	$27.35	$6.05	$33.40
Light Truck or Delivery Services Drivers	$26.79	$5.14	$31.93
Loading Machine and Dragline Operators	$30.11	$5.48	$35.59
Millwrights	$35.99	$10.57	$46.51
Mobile Heavy Equipment Mechanics - Except Engines	$32.76	$7.19	$39.95
Operating Engineers and Other Equipment Operators	$39.18	$3.39	$42.57
Paving Surfacing and Tamping Equipment Operators	$33.60	$5.05	$38.65
Pile Driver Operators	$37.15	$3.12	$40.27
Pipe/Steam/Sprinkler Fitter	$32.33	$7.56	$39.89
Pipelayers	$28.75	$3.64	$32.39
Plumbers	$34.11	$7.80	$41.91
Radio Cellular and Tower Equipment Installers	$34.72	$5.63	$40.35
Reinforcing Iron and Rebar Workers	$32.94	$20.82	$53.76
Riggers	$31.25	$7.68	$38.93
Roofers	$25.50	$3.49	$28.99
Sheet Metal Workers	$28.77	$7.00	$35.77
Structural Iron and Steel Workers	$30.98	$7.12	$38.10
Tapers	$29.16	$5.64	$34.80
Telecommunications Equipment Installers and Repairers - Except Line Installers	$37.09	$10.21	$47.30
Telecommunications Line Installers and Repairers	$28.49	$5.29	$33.78
Tile and Marble Setters	$28.91	$5.46	$34.37

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

Attest: Scott R. Cotnoir
Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Supersedes 01-01-2025
Effective 01-10-2026

104.4.6 Utility Coordination

This Subsection is amended by the addition of the following:

General

The Contractor must comply with all OSHA regulations pertaining to work adjacent to utility wires. The Contractor shall plan and conduct his work accordingly.

The following utilities are located within the Project limits. The Contractor shall ascertain the location of the existing utilities and any other necessary information by direct inquiry at the office of the following utility owners:

AERIAL UTILITIES

CABLE/PHONE/FIBER OPTIC:

Charter Communications (Spectrum)
118 Johnson Road
Portland, ME 04102
ATTN: dlpormeconstleadership@charter.com

FirstLight-Maine Communications
5 Davis Farm Road
Portland, ME 04103
ATTN: firstlight_me@firstlight.net

Consolidated Communications of Northern New England
5 Davis Farm Road
Portland, ME 04102
ATTN: mdot_requests@fairpoint.com

ELECTRIC:

Central Maine Power Company
57 Old Winthrop road
Augusta, ME 04336
ATTN: Craig Bate (207)578-2062

UNDERGROUND UTILITIES

WATER SERVICE

York Water District
86 Woodbridge Road
York, Maine 03909

ATTN: Don Neumann (207) 363-2265 Office (207) 451-8106 Cell

CENTRAL MAINE POWER (CMP)

CMP does not anticipate any working days or relocations, new sets, or transfers.

The contractor shall notify CMP ten (10) working days prior to beginning work. The coordination effort is to relay contractor's construction schedule and determine possible covering of aerial conductors.

FIRSTLIGHT-MAINE

FirstLight-Maine does not anticipate any working days or relocations, new sets, or transfers.

The contractor shall notify Fairpoint ten (10) working days prior to beginning work. The coordination effort is to relay contractor's construction schedule and determine possible covering of aerial conductors.

CHARTER COMMUNICATIONS (SPECTRUM)

Charter Communications does not anticipate any working days or relocations, new sets, or transfers.

The contractor shall notify Spectrum ten (10) working days prior to beginning the work. The coordination effort is to relay contractor's construction schedule and determine possible covering of aerial conductors.

CONSOLIDATED COMMUNICATIONS

Consolidated Communications does not anticipate any working days or relocations, new sets, or transfers.

The contractor shall notify Spectrum ten (10) working days prior to beginning the work. The coordination effort is to relay contractor's construction schedule and determine possible covering of aerial conductors.

YORK WATER DISTRICT

York Water District does not anticipate any working days.

The contractor shall notify York Water District ten (10) working days prior to beginning the work. The coordination effort is to relay contractor's construction schedule.

104.4.7 Cooperation With Other Contractors

This Subsection is amended by the addition of the following:

Adjacent contracts currently scheduled for the 2025/2026 construction season include:

MTA Contract 2027.04 – Bridge Repairs – Kennebunk River and Saco River

MTA Contract 2026.04 – Fletcher Street Bridge Painting MM 25.3

MTA Contract 2026.06 – Bridge Repairs MM 24.7 Cat Mousam

105.8.2 Permit Requirements

The Project is being constructed under the following Maine Department of Environmental Protection (DEP) Permits:

- Natural Resources Protection Act Permit by Rule regulations, Section 11 – State Transportation Facilities.

A copy of Maine DEP Permit by Rule Section 11 authorization issued for this contract and associated conditions and compliance standards will be provided to the Contractor when received by MTA. The Contractor is responsible for executing all work under this contract in accordance with the Maine DEP Permit by Rule Section 11 authorization and associated conditions and compliance standards.

The Project does not include dredging, filling, grubbing, or excavation in wetlands or waterbodies and therefore does not trigger jurisdiction of the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act or associated permitting.

The Project is subject to the Stormwater Memorandum of Agreement for Stormwater Management Between the Maine Department of Transportation, Maine Turnpike Authority, and Maine Department of Environmental Protection (Stormwater MOA). Under the Stormwater MOA, all MTA construction, operation, and maintenance activities are subject to Maine Stormwater Law Basic Standards through implementation of MaineDOT's Best Management Practices for Erosion and Sedimentation Control (MaineDOT BMP Manual), which are the Contractor's responsibility to implement. The requirements of the Maine Pollutant Discharge Elimination System (MPDES) General Permit for Stormwater Discharge from Construction Activity (Maine Construction General Permit), as promulgated by the US Environmental Protection Agency (US EPA) and Administrated by the Maine Department of Environmental Protection (DEP), will be addressed through adherence to the requirements of the Stormwater MOA outlined above and the erosion and sedimentation control requirements of this Contract.

Compliance with the erosion and sedimentation control requirements outlined in this Contract is required by the Contractor. The Contractor shall prepare a LOD plan illustrating the Contractor's proposed limit of earthwork disturbance. The LOD plan shall show all construction access locations, field office locations, material and temporary waste storage locations, as well as include

the Contract limits of earthwork disturbance. All applicable erosion and sedimentation control devices needed shall be detailed on the Contractor's LOD plan and are not limited to those devices shown on the Contract LOD plan. **This Plan shall be submitted for review and approval, to the Resident within 14 days of Contract award.** Payment for creating, revising, and completing this plan shall be incidental to Item 659.10, Mobilization.

The Contractor shall indemnify and hold harmless the Maine Turnpike Authority or its agents, representatives and employees against any and all claims, liabilities or fines arising from or based on the violation of the above noted permits.

This Project is also subject to the requirements of the Maine Pollutant Discharge and Elimination System (MPDES) General Permit for the Discharge of Stormwater from MTA's Municipal Separate Storm Sewer Systems (MS4), because it is partially located within an Urbanized Area (UA) as defined by the 2010 census by the U.S. Bureau of the Census. MS4 compliance requires all Contractors to be properly trained in Erosion and Sedimentation Control (ESC) measures (as per Special Provision Subsections 105.8.1 and 656.07) and implement measures to reduce pollutants in stormwater runoff from construction activities.

107.1 Contract Time and Contract Completion Date

This Subsection is amended by the addition of the following:

All work in Location 1 and Location 2 shall be substantially complete by Friday March 19, 2027. Final Completion of all work included in Contract 2027.09 shall be achieved on or before Friday April 16, 2027.

107.1.1 Substantial Completion

This Subsection is amended by the addition of the following:

Substantially complete shall be defined by the Authority as the following:

- No lane closures, except for demobilization (removal of construction signs and drums, and general clean-up)
- All equipment and material stock piles have been removed from the work site.
- All disturbed slopes have been regraded, loamed, seeded and mulched, temporary erosion control mix and/or blanket installed where necessary
- Tree cutting operations have been completed
- Stump grinding and debris removal operations have been completed

Supplemental Liquidated damages on a calendar day basis in accordance with Subsection 107.8 shall be assessed for each calendar day that substantial completion is not achieved. Supplemental Liquidated damages for substantial completion will end when substantial completion is accepted by the Resident. If the work remains incomplete at the Contract Completion Date, liquidated damages on a calendar day basis in accordance with Subsection 107.7.2 shall be assessed for each calendar day that Contract completion is not achieved. If substantial completion is not

completed by the Contract Completion date both supplemental liquated damages and liquated damages will be incurred.

107.4.2 Schedule of Work Required

This Subsection is amended by the addition of the following:

The work shall be completed in logical timely increments. The Contractor shall submit a schedule for approval that shows large segments of work scheduled for continuous blocks of time. Work in a segment shall be completed over a period of continuous work days. Work shall not be started in an area until the Contractor has scheduled the labor and equipment necessary to complete all work in the segment. The Contractor will not be permitted to "stretch" the Project over the entire Contract period, doing a day or two per week.

A schedule that shows sporadic work activities through the duration of the Contract will not be approved. Actual work activities that are sporadic will not be allowed.

The weekly detailed schedule submitted by the Contractor shall show all lane closures that are anticipated for the following week. Lane closures that are not shown on this schedule will only be allowed if they are deemed emergency lane closures by the Resident.

The following Subsection is added:

107.4.7 Limitations of Operations

Lane closures will not be allowed during inclement weather or during periods of heavy traffic volumes. Allowable lane closure times are noted in Section 652 Maintenance of Traffic.

The Contractor will be permitted to store equipment and materials along the roadway and within project boundaries provided these items can be located outside of the clear zone. The Resident Engineer shall approve the location of all stored materials and equipment along the roadway.

Stockpiled material must be processed and/or removed from the site within ten (10) working days.

The following Subsection is added:

107.4.9 Failure to Stop Work When Directed

In the event that the Authority determines that the safety of the Turnpike users (public) might be unduly compromised if work on the project is not halted; the Resident Engineer, Resident Inspector or other authorized Authority representative will notify the Contractor to stop work. If the Contractor refuses to stop work within the time frame determined by the Authority, the Contractor will not be allowed to recommence work until after the Contractor meets with the Authority. In addition, work completed after the time allotted by the Authority to stop work, will not be measured for payment.

107.8 Supplemental Liquidated Damages

This Subsection is amended by the following:

Supplemental Liquidated Damages for this Project will be $1,500 per calendar day.

SPECIAL PROVISION

SECTION 201

CLEARING RIGHT-OF-WAY

(Clearing)

201.03 General

The following paragraphs are added:

The Contractor is advised, that pursuant to Maine State law, the sale of harvested forest products must be reported to the Maine Forest Service at the end of each year. The Contractor is designated as the Authority's agent for reporting such harvesting. The Contractor shall prepare and submit the appropriate forms to the Maine Forest Service and provide 3 copies of these forms and all correspondence related to the project to the Authority.

The Contractor shall replace, at his cost, any boundary markers and/or benchmarks by a Licensed Land Surveyor if any are damaged during the clearing activities.

201.04 Clearing

Delete Section 201.04 and replace with the following:

The areas of clearing shall be as specified in these contract documents. All trees, down timber, brush, bushes, shrubs, plants, and debris not designated to remain shall become the property of the contractor, and shall be removed and disposed of off Maine Turnpike property and in compliance with all Local, State, and Federal regulations.

All stumps located within areas that are to be left in a finished state that will allow mowing with flail type mowers, shall be ground flush with the surrounding grade. These areas are shown on the contract plans. Areas where stumps are not required or not allowed to be ground flush with grade are also shown on the contract plan set, and shall be cut as close to the ground as practicable, not to exceed a height of two (2) inches. The extent of these areas may be adjusted in the field by the Resident Engineer.

A forestry mulching implement, consisting of a hydraulically powered, horizontally mounted rotating drum affixed with carbide tipped teeth, mounted on a tracked or rubber-tired piece of equipment, will be required to finish cleared areas that are intended to be left in a mowable state as noted above. This piece of equipment will have the ability to grind stumps down to surrounding grade, mulch forest debris generated by the operations, and fine grade rough areas.

The contractor shall take all precautions to protect traffic from flying debris generated by the operation. The Resident shall approve all protection measures.

Clearing operations may not be contiguous due to the location of streams, bridges, structures, or lack of sufficient vegetation. The Contractor will take all precautions to minimize damage to the pavement when movement of heavy equipment is required across paved areas. At the discretion of the Resident Engineer, the Contractor may be required to protect the pavement with wooden shielding. Movement of heavy equipment on paved areas shall be confined to the roadway shoulder and will require a lane closure as per the requirements of Section 652.

In areas were vegetation is to remain and along the proposed tree line, the surface of the ground will not be unduly disturbed or compacted. Existing ground cover to remain shall be preserved as much as possible, and these areas shall be left neat and clean. Ruts, gouges and scrapes of existing vegetated surface to remain shall be repaired by grading to match existing conditions, and stabilizing with mulch and seed. Repairs to existing ground to remain shall be incidental to Pay Items 201.11 Clearing and 201.23 Removing Single Tree.

Tree removal to be done in upland areas with mechanized equipment shall maintain a thirty-five (35) foot setback from streams. The thirty-five (35) foot setback from streams will be marked in the field by the Contractor and approved by the Authority prior to commencement of the work.

Tree removal within wetland areas shall be marked in the field by the Authority, and shall be performed by hand cutting methods only unless otherwise approved by the Resident. These areas are shown on the Contract Plans. Trees with a diameter of less than two (2) inches and including brush, bushes shrubs, and plants shall remain. Trees with a diameter of two (2) inches or greater shall be removed. Trees to be removed in these areas shall be cut as close as practicable with surrounding grade. Every effort shall be made to protect brush, bushes, shrubs, and plants to remain in wetland areas.

Tree removal within the thirty-five (35) foot setback from streams shall be marked in the field for removal by the Authority. Cutting of these trees shall be performed by hand cutting methods only unless otherwise approved by the Resident. Specific trees or areas are shown on the Contract Plans. Trees with a diameter of less than two (2) inches and including brush, bushes shrubs, and plants shall remain. Trees with a diameter of two (2) inches or greater shall be removed. The Resident Engineer may determine that trees greater than 2-inches in diameter that are within the 35-foot stream setback can remain as they do not negatively impact project goals, and this determination shall be made prior to beginning work in these areas. Trees to be removed in these areas shall be cut as close as practicable with surrounding grade. Every effort shall be made to preserve brush, bushes, shrubs, and plants to remain within stream buffer areas.

The Contractor shall place clearing limit flags on the proposed clearing limit line at a maximum spacing of 50 feet from each other. The Resident Engineer shall approve all clearing limits prior to commencement of the clearing work. The flagged clearing limit line shall remain in place until the work has been accepted as complete. After final acceptance, all flagging shall be removed by the Contractor.

The proposed tree line shall have an aesthetically pleasing appearance as practicable. Trees located within five (5) feet of the proposed tree line and determined to be unsound or unsightly shall be removed and shall be incidental to Pay Item 201.11 Clearing. Trees damaged by the contractor shall be removed as directed by the Resident Engineer and shall be incidental to Pay Item 201.11 Clearing.

201.06 Herbicides

Delete Section 201.06 and replace with the following:

Herbicides shall not be applied to clearing areas addressed under this contract.

201.07 Disposal

Delete Section 201.07 and replace with the following:

All trees, down timber, brush, bushes, shrubs, plants, and debris not designated to remain shall become the property of the Contractor and shall be disposed of by approved methods after removal from Turnpike property. Chipping of material and spreading on site shall not be allowed under the provisions of this contract.

The loading of chips and logs for transport off the Project site shall be conducted on the existing shoulder pavement with a travel lane closure. The Resident may increase the required offset distance if it is determined that debris from wood chipping operations is spraying onto the pavement.

Burning or burying of material on or within the Turnpike right-of-way shall not be allowed under the provisions of this contract.

The Contractor may stockpile material on site prior to removal. Stockpiles shall be more than thirty (30) feet from the edge of the pavement, and butt ends of material shall face away from the flow of traffic. All stockpiles shall be removed prior to the final inspection date. The Resident Engineer shall approve the location of all stock piles.

Stockpiled materials must be removed from the site within ten (10) working days after harvesting.

201.08 Removing Single Trees and Stumps

The first paragraph is deleted and replaced with the following:

When called for on the plans or otherwise designated by the Resident Engineer, complete removal and disposal of single trees shall be required and paid for under Item 201.23 Removing Single Tree. Trees removed under Item 201.23 stumps shall be cut as close to the ground as practicable and remaining stumps shall not exceed a height of two (2) inches. Removal of stumps and backfilling of stump holes will not be necessary. No distinction is made to identify single trees located within the project clearing limits, and removal of said trees is incidental to Item 201.11-Clearing pay item.

201.10 Basis of Payment

The following paragraphs are added:

Temporary Mulch used will be measured for payment under its respective pay item.

Payment will be made under:

Pay Item		Pay Unit
201.11	Clearing	Acre
201.23	Removing Single Tree	Each

SPECIAL PROVISION

SECTION 613

EROSION CONTROL BLANKET

613.01 Description

This work shall also include seeding, mulching and watering the median swale and/or longitudinal flow line to the limits and width as shown on the Plans or as directed by the Resident.

613.02 Materials

The following sentences are added:

Seeding shall meet the requirements of Section 618, Seeding, Method Number 2.

Mulch shall meet the requirements of Section 619.

The following Subsection is added:

613.041 Maintenance and Acceptance

See Section 618.10 for maintenance and acceptance of seeding.

613.042 Mulch

All mulch shall be placed after the area has been seeded and prior to the installation of the Erosion Control Blanket.

613.09 Basis of Payment

The following "and mulch" is added after the words "initial seeding" in the second sentence.

Pay Item		Pay Unit
613.319	Erosion Control Blanket	Square Yard

SPECIAL PROVISION

SECTION 619

MULCH

(Temporary Mulch and Seeding Method Number 2)

619.01 Description

Replace the first paragraph with the following:

This work shall consist of furnishing and applying hay or straw Mulch over Seeding Method Number 2, or cellulose fiber mulch in disturbed areas as directed by the Resident. Refer to Section 656 Temporary Soil and Water Pollution Control, for more information on Temporary Mulch.

619.03 General

The first paragraph is deleted and replaced with the following:

Cellulose fiber mulch shall not be used within 200 feet of a wetland or stream. The limits shall be 200 feet up station and down station of the wetland or streams as well as the slopes adjacent to the stream. The application of hay or straw mulch with an approved binder shall be used at these locations to prevent erosion.

The use of cellulose fiber mulch will only be allowed at other areas with the approval of the Resident. The Contractor may be required to demonstrate that the material may be applied in a manner that will prevent erosion and will aid in the establishment of permanent vegetation. The Resident reserves the right to require the use of hay or straw mulch at all locations if he determines that the cellulose mulch is ineffective. Cellulose fiber mulch is not acceptable for winter stabilization.

Rates of application for Seeding Method Number 2 shall be 4-lbs. per unit (1,000 square feet).

619.06 Method of Measurement

The following sentence is added:

Temporary Mulch and Seeding will be paid for by the lump sum.

619.07 Basis of Payment

Temporary Mulch and Seeding will be paid for at the Contract price per lump sum which shall be full compensation for furnishing and spreading the Temporary Mulch and Seeding Method Number 2 as many times as necessary as determined by the Contractor's operations and staging.

The price shall also include the additional mulch netting and snow removal necessary during the winter months.

Payment will be made under:

Pay Item		Pay Unit
619.1202	Temporary Mulch and Seeding Method #2	Lump Sum

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Specific Project Maintenance of Traffic Requirements)

The Authority will provide Maintenance of Traffic for the project, and will provide and maintain during designated working hours either one (1) 2.0-mile lane closure per day or one (1) 2.0-mile shoulder closure per day. Allowable Lane Closure times are shown in Table A below, and these shall be the times that the Contractor will be allowed to occupy the closure. Allowable Lane and Shoulder Closure hours, as well as lengths of the closures, may be adjusted with the approval of the Authority, and shall be requested by the Contractor in writing. The Authority will provide lanes closures or shoulder closures during daylight hours only.

A lane closure will be required for loading and unloading of equipment and materials on the roadway shoulder. A shoulder closure will be required for all other operations related to the work.

The Contractor will be required to request and coordinate with the Authority a minimum of forty-eight (48) hours prior to the Authority furnishing a lane closure or a shoulder closure. The Authority will furnish the closure requested by the Contractor prior to the beginning of normal working hours and shall remove the closure at the end of normal working hours, as defined in the table below. Closures will not be allowed during inclement weather. Additionally, scheduled closures may be cancelled by the Authority in advance of forecasted weather events, or other unforeseen emergency situations.

TABLE A - Allowable Lane Closure Times MM 7 to MM 17.3 Northbound/Southbound	
	Monday-Friday
December 2026	7:00am -3:30pm
January 2027	7:00am - 3:30pm
February 2027	7:00am - 3:30pm
March 2027	7:00am - 3:30pm

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Safety Vests)

652.2.5 Safety Vests

This Subsection is amended by the addition of the following:

All jobsite personnel shall wear a safety vest labeled as ANSI 107-2004 standard performance for Class 3 risk exposures. This requirement also applies to truck drivers and equipment operators when out of an enclosed cab.

SPECIAL PROVISION

SECTION 656

TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

Section 656 of the Standard Specifications is deleted in its entirety and replaced with the following:

656.01 Description

This work shall consist of providing temporary erosion and water pollution control during construction in accordance with these Specifications, standard details, Best Management Practices, or as otherwise directed.

The Contractor shall certify in writing to the Resident that an On-Site Responsible Party (OSRP) has been trained and is knowledgeable in erosion and sediment control (ECS) through the MaineDEP's Non-Point Source Training Center, or an equivalent program, or is licensed in the State of Maine as a Professional Engineer, Landscape Architect or Soil Scientist. Proof of certification for the OSRP, and any other Contractor employees charged with conducting ESC inspections, must be submitted to the Authority's Environmental Coordinator prior to starting work.

The Project will be performed in accordance with the MaineDOT Best Management Practices (BMP) latest issue. The Contractor shall fully comply with all erosion and sedimentation control requirements outlined in the BMP's or contained herein. Non-compliance with these requirements as determined by the Resident shall result in a financial penalty of $1,000 per day, per violation. Any fines assessed to the Maine Turnpike Authority as a result of the Contractor's non-compliance shall be paid by the Contractor. If the Contractor fails to pay, the cost of the fine will be deducted from monies due, or which may become due, to the Contractor under this Contract.

In the event of conflict between these Specifications and other erosion and pollution control laws, rules or regulations of other Federal, State and local agencies, the more restrictive law, rules or regulations shall apply.

The standards as described below shall be met on the Project:

Water Pollution Control Requirements

(a) General

1. The Contractor must comply with the applicable Federal, State and local laws and regulations relating to prevention and abatement of water pollution.
2. Except as allowed by an approved permit or otherwise authorized by the Authority in writing, pollutants containing construction debris including excavated material, aggregate, residue from cleaning, sandblasting or painting, cement mixtures, chemicals, fuels, lubricants, bitumens, raw sewage, wood chips, and other debris shall not be discharged into water bodies, wetlands or natural or manmade channels leading thereto and such materials shall not be

located alongside water bodies, wetlands, or such channels such that it will be washed away by high water runoff. Furthermore, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in the areas of the site draining to an infiltration area, unless these portions of the site (where storage and handling of these materials) are isolated using dikes, berms, sumps and other forms of secondary containment that prevent discharge to groundwater.

3. Temporary winter stabilization must be used between November 1st and April 15th or outside of said time period if the ground is frozen or snow covered. Temporary winter stabilization involves, at a minimum, covering all disturbed soils and seeded ground that is not Acceptable Work with an approved method. Use of these methods for over-winter temporary erosion control will be paid for under the appropriate Erosion Control items included in the Contract.
4. Construction operations in water bodies or wetlands shall be restricted to the construction limits shown on the Plans and to those areas that must be entered for the construction of temporary or permanent structures, except as allowed by approved permit or otherwise authorized by the Authority in writing. Mechanized equipment shall not be operated in water bodies or wetlands except as allowed by approved permit or otherwise authorized by the Authority in writing.
5. Upon completion of the work, water bodies or wetlands shall be promptly cleared of all falsework, piling, debris or other obstructions caused by the construction operations, except as allowed by approved permit or otherwise authorized by the Authority in writing.

(b) Earthwork

If earthwork disturbance is part of the Project scope:

1. Erosion control blanket shall be installed in the bottom of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.
2. Permanent slope stabilization measures shall be applied within one (1) week of the last soil disturbance. Newly seeded or sodded areas must be protected from vehicle traffic, excessive pedestrian traffic, and concentrated runoff until the vegetation is well-established. If necessary, areas must be reworked and restabilized if germination is sparse, plant coverage is spotty, or topsoil erosion is evident.
3. Dust control items, other than those under Standard Specification Section 637, Dust Control, if applicable, shall be included in the plan.

<u>Construction Requirements</u>

1. All temporary erosion control devices shall be in place and approved by the Resident prior to any operations resulting in disturbed area. Prior to construction, the Contractor shall properly install sediment barriers (e.g., silt fence) at the edge of any downgradient disturbed area and adjacent to any drainage channels within the distrubed area

2. The Contractor is responsible for all temporary drainage and erosion control measures. The Contractor shall review his construction operations and staging to determine if additional erosion control measures are required. The Resident may also request additional erosion control measures. The cost for all erosion control devices necessary, due solely to the Contractor's construction operations and not shown on the Plans, shall be borne solely by the Contractor.
3. Inspections shall be conducted (1) at least once a week as well as before and after a storm event and prior to completing permanent stabilization measures; and (2) by a person knowledgeable of erosion and stormwater control, including the standards and conditions in the permit if applicable.
4. The Contractor shall maintain all measures in effective operating condition until areas are permanently stabilized. If BMPs need to be modified (i.e., corrective action, additional BMPs installed, etc.), implementation must be completed within seven (7) calendar days and prior to any storm event.
5. Temporary erosion control measures shall be maintained until the site is permanently stabilized with vegetation or other permanent control measures.
6. The Contractor will immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems regardless of the time of year.
7. During periods of approved suspension, the Contractor shall inspect and maintain temporary and permanent erosion and sedimentation controls.
8. Work in wetlands is prohibited except to the minimum extent necessary for completion of the work as detailed on the Plans. Excavated and other material shall not be stockpiled in wetlands. Haybales, silt fence or other suitable barriers shall be used, where necessary, to prevent sedimentation from eroding materials.
9. Disturbance of natural resources beyond the construction limits shown on the Plans is not allowed.
10. Existing ditches shall be maintained until the new ditches are stabilized. Stone check dams shall be placed in existing ditches prior to construction as to prevent the release of sedimentation. Stone check dams shall be installed at the outlets of all existing and proposed ditches adjacent to all stream and wetlands.
11. For proposed ditches, stabilize the outlet first and build from the bottom up. Only excavate what can be stabilized or protected by the end of the work day.
12. Before permitting permanent channels to carry water, they shall be stabilized. This may require the installation of temporary erosion control BMP's or temporarily diverting flows.
13. All cross culvert outlets shall be armored before the end of the work day.
14. The Contractor's operation may require the placement of temporary pipes and fill over a ditch line to provide access to the work area. The Resident shall approve the size of the pipe. The placement and removal of the temporary access shall not be measured for payment and shall be incidental to the Excavation item.
15. Bare earth slopes shall be roughened to dissipate sheet flow. This shall be accomplished by "tracking" the slope perpendicular to the centerline. This work will not be measured separately for payment, but shall be incidental to the Excavation item.
16. Uncured concrete shall not be placed directly into the water body. Concrete may be placed in forms and shall cure at least one (1) week prior to form removal. No washing of tools, forms, etc. shall occur in or adjacent to the water body or wetland.

17. The Contractor shall contain all demolition debris (including debris from wearing surface removal, sawcut slurry, dust, etc.) and shall not allow it to discharge to any resource. Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source. The Contractor shall dispose of debris in accordance with Maine Solid Waste Law, Title 38 M.R.S.A., Section 1301 et. seq.
18. No wheeled or tracked equipment shall be operated in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may NOT cross streams.
19. The Contractor shall not remove rocks from below the normal high water line of any wetland, great pond, river, stream or brook, except to the extent necessary for completion of the work and as allowed by environmental permits.

Spill Prevention Control and Countermeasure (SPCC) Plan

Any areas where petroleum products, oils or non-petroleum hazardous materials are handled or stored will require a Spill Prevention Control and Countermeasure (SPCC) Plan. These materials may not be stored or handled in areas of the site draining to an infiltration area. The Plan will be submitted to the Resident before construction begins. In addition to petroleum products and hazardous materials, controls must be used to prevent additional pollutants (i.e., fertilizers, pesticides, salt/brine, litter, construction demolition debris, etc.) from being discharged from materials on-site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation. The Plan shall provide the following information at a minimum:

1. The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention and response;

2. Description of handling or storage location noting setbacks from water bodies where relevant. Significant sand and gravel aquifers and other sensitive resources, including infiltration areas, must be avoided wherever possible;

3. Description of storage and containment facilities, such as dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater or surface water;

4. Description of equipment and/or materials used to prevent discharges (including sorbent materials);

5. Preventative measures to minimize the possibility of a spill; and,

6. Contingency plan if spill should occur.

The approved plan must be posted at the Project site. All personnel working in the area are required to read and be familiar with the plan.

There shall be no separate payment for preparation of a SPCC Plan acceptable to the Resident and preparation shall be incidental to the work.

Notification of Authority of Hazardous Material Spills

In addition to MaineDEP reporting requirements for spills greater than five (5) gallons, the Contractor shall notify the on-site Resident Inspector. The on-site Resident Inspector shall notify the Maine Turnpike Radio Room at 207-871-7701. When the on-site Resident Inspector is not available, the Contractor shall notify the Maine Turnpike Radio Room directly at 207-871-7701.

In addition to MaineDEP reporting requirements for all spills where any stream or water body is threatened, the Contractor shall notify the on-site Resident Inspector. The on-site Resident Inspector shall notify the Maine Turnpike Radio Room at 207-871-7701. When the on-site Resident Inspector is not available, the Contractor shall notify the Maine Turnpike Radio Room directly at 207-871-7701.

These notification procedures shall be incorporated into the Spill Prevention Control and Countermeasure (SPCC) Plan.

Responsibility for Control and Cleanup of Hazardous Material Spills

The Contractor shall be responsible to control spills and properly cleanup, containerize, and dispose of petroleum and/or other hazardous material waste that results from the actions and/or equipment of the Contractor or his employees, subcontractors and suppliers. Chemicals, exposed to stormwater must be prevented from becoming a pollutant source.

The Contractor shall also be responsible for all direct and indirect costs associated with the control of spills and proper cleanup, containerization, and disposal of petroleum and/or other hazardous material waste that results from the actions and/or equipment of the Contractor or his employees, subcontractors and suppliers.

656.02 Temporary Erosion and Sedimentation Control Devices - Materials

The Contractor shall install and maintain all temporary erosion and sedimentation control materials in accordance with the manufacturer's recommendations or the latest BMP's.

1. Baled hay shall be bales at approximately 14 by 18 by 30 inches, or an equivalent, securely tied to form a firm bale.
2. Flexible drainage pipe shall consist of collapsible neoprene pipe, a minimum of 12 inches in diameter or equal.
3. Silt Fence

   (a) Posts - Either hardwood posts or steel posts shall be used. Hardwood posts shall be straight, at least 18 inches longer than the height of the silt fence and at least one inch by one inch.

   Staples shall be of No. 9 wire.

   Steel posts shall be at least 18 inches longer than the height of the silt fence

and have the means provided for fastening wire to the fence.

(b) Wire Support Fence - If required, wire support fence shall be at least two inches higher than the height of the silt fence. Horizontal and vertical wires shall be spaced no more than six inches apart. The top and bottom wires shall be at least 10 gauge; all other wires at least 12 gauge.

(c) Fabric - The woven geotextile fabric and components shall be made from polypropylene, polyester, polymide or other chemically stable material and be resistant to ultraviolet radiation degradation for at least 12 months of installation. Silt retention capacity shall be no less than 75 percent. The fabric shall have a Mullen burst test of no less than 260 pounds per square inch with a maximum average sieve opening size of No. 20 to No. 60. Roll width of the fabric shall be no less than six inches wider than the height of the fence, except fabric for boom supported floating silt fence which shall be no less than two feet wider than the design width.

(d) Flotation Devices – Boom supported floating silt fence shall consist of suitable, flexible plastic or synthetic rubber barrier supported on the top (or floated on the top using six inch "minimum" Styrofoam logs) and sides, and weighted or anchored on the bottom to form a continuous vertical barrier to contain within the designated area(s), silt and clay-size particles suspended or carried by water. The flotation boom and weighing devices for boom supported floating silt fence shall be sufficient to hold the fence in an approximately vertical position.

656.03 Temporary Erosion and Sedimentation Control Devices - General

Temporary Erosion Checks - Temporary erosion checks shall be constructed in ditches and at other locations designated. Checks shall be in accordance with the Standard Detail unless otherwise directed.

Baled hay shall be used in other areas as necessary to inhibit soil erosion.

During winter construction, November 1st through April 15th, all areas being constructed within 75 feet of a protected natural resource shall be protected with a double row of silt fence.

Sediment deposits behind haybales and silt fence shall be removed when the depth of sediment reaches 50 percent of the erosion control device height.

The Contractor is also required to have on-site, at all times, 25 percent additional Contract quantities of silt fence for use as backup devices.

656.04 Temporary Erosion and Sedimentation Control Devices – Construction Requirements

1. Erosion Control Filter Berm

The Contractor may opt to furnish and install an erosion control filter berm in lieu of silt fence. The erosion control filter berm shall be a water permeable windrow of a composted bark mix to remove suspended soil particles from water moving off the site. Erosion control filter berm shall be considered an erosion control device. The material and specific application shall be submitted to the Resident for approval.

The erosion control berm shall be placed uncompacted, in a windrow in locations approved by the Resident. The cross section of the berm shall be four feet wide at the base and 1-1/2 feet high at the center. The erosion control filter berm shall be removed when no longer required, as determined by the Resident, and shall be distributed over an adjacent area.

2. Temporary Berms

When designated, temporary barriers shall be constructed along the edge of the embankment. The barriers shall be of embankment earth material, gravel or sand as available and shaped approximately as shown in the Standard Details. The barriers shall be compacted with the wheels of construction equipment. When placed on pavement, the berms shall be constructed of asphalt grindings or other non-erodible soil material as approved by the Resident, and shaped as shown in the Standard Details.

At designated intervals, temporary slope drains shall be constructed with a crescent shaped barrier placed at each slope drain to direct the water into the inlet pipe.

3. Temporary Slope Drains

Collapsible pipe with corrugated metal pipe inlet shall be placed down the embankment slopes at designated locations and in accordance with the Best Management Practices.

At the outlet end of the drain, dumped stone shall be placed to prevent scoring unless otherwise directed.

4. Silt Fence

The silt fence shall be installed downhill of disturbed slopes as shown on the Plans or as approved. The Contractor shall have the option to provide a reinforced filter fabric or an un-reinforced filter fabric attached to a wire fence.

The fence posts shall be spaced as specified by the Resident, however, not to exceed a maximum of eight feet [2.5 m] apart when either type of silt fence is used and be driven a minimum of 18 inches [450 mm] into the ground.

The geotextile fabric shall be secured to the post or fence by suitable staples, tie wire or hog rings in such a manner as to prevent tearing and sagging of the fabric. The bottom flap of the geotextile fabric shall be entrenched into the ground a minimum depth of six inches [150 mm] to prevent water from flowing under the

fence. The geotextile shall be spliced together only at support posts with a minimum six inches [150 mm] overlap and secure post connection which prevents leakage of silt. The top of the geotextile shall be installed with a reinforced top end section.

The Contractor shall maintain the silt fence in a functional condition at all times. All deficiencies shall be immediately corrected by the Contractor. The Contractor shall make a daily inspection of silt fences in areas where construction activity causes drainage runoff, to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, additional silt fences shall be installed as approved or otherwise directed.

Sediment deposits shall be removed when sediments reach 50 percent of the height of the device. All sediment deposits remaining in place after the device is no longer required shall be graded to conform to the existing ground, seeded and mulched immediately.

Geotextile fabric which has decomposed or has become ineffective and is still needed shall be replaced with material equal to the original design.

5. Boom Supported Floating Silt Fence

Prior to starting any work within the river, the Contractor shall furnish and install a boom supported floating silt fence to completely surround the work area as shown on the Plans or as approved by the Resident. The boom supported floating silt fence shall remain in place a minimum of 48-hours after the completion of the work. The Contractor shall then remove the boom supported floating silt fence from the river.

The silt fence fabric shall be securely attached to the flotation boom with a continuous weight placed the entire length of the fence to maintain the fence in a vertical submerged position from the surface of the water to the design depth.

Anchor's shall be placed at the ends of the fence, and intermediate locations if necessary, to hold the fence securely in place.

6. Temporary Mulch

Temporary stabilization with mulch or other non-erodable cover is required on all exposed soils that will not be worked for more than 7 days. Areas within 75 feet of a wetland or waterbody shall be stabilized within 48 hours of the initial disturbance of the soil or prior to any storm event, whichever comes first.

The Contractor is responsible for applying temporary mulch as necessary, in accordance with the latest edition of the BMP's, to minimize soil erosion prior to the application of the final slope treatment.

Temporary mulch applied during the winter months of November 1st through April 15th shall be applied at twice the standard temporary stabilization rate or 150 lbs. per

1,000 square feet or three tons/acre. Mulch shall not be spread on top of snow and shall be anchored with mulch netting on slopes steeper than eight percent unless erosion control blankets or erosion control mix is being used on the slopes.

The Contractor shall review his construction operations and staging to determine how much temporary mulching is required.

656.05 Temporary Erosion and Sedimentation Control Devices - Maintenance

The erosion control devices will be cleaned, repaired or replaced as necessary. All deficiencies shall be corrected immediately by the Contractor.

656.06 Temporary Erosion and Sedimentation Control Devices - Removing and Disposing

When disturbed areas have been permanently stabilized, temporary erosion control devices, including stone check dams, shall be removed. However, erosion control mix filter berms may be spread out, seeded and left to decompose. Areas disturbed during the removal of the erosion control devices shall be repaired and properly stabilized.

When removed, such devices may be reused in other locations provided they are in good condition and suitable to perform the erosion control for which they are intended. Reused devices, if approved, will be measured for payment.

656.07 Erosion Control Compliance Officer

The Contractor shall designate an Erosion Control Compliance Officer (CECCO) on this Project who shall be a "DEP Certified Contractor" or have had equivalent training approved by the Authority. The Contractor shall provide the Resident with the name of the CECCO and any phone numbers or pager numbers that can be used to contact the person in case of emergency.

Before commencing any work that could disturb soils or impact water quality, the CECCO must field review the Project with the Resident's ECCO (RECCO).

656.08 Inspection and Recordkeeping

The CECCO shall accompany the RECCO in the inspection of all erosion control devices. An inspection log shall be maintained by the Resident for the duration of the Project. The log will include daily on-site precipitation and air temperature as well as the performance, failure and/or any corrective action for all erosion and sedimentation controls in place. The log will be updated at least weekly and after all significant storm runoff or flood events. The log shall be signed by the RECCO and the CECCO after each inspection.

Failure to comply with the erosion and sedimentation control requirements herein or as directed by the RECCO within 24-hours after the violation is noted in the inspection log, will result in the $1,000 per day per violation penalty until the violation is corrected to the satisfaction of the Resident.

656.09 Method of Measurement

Baled hay will be measured for payment by the number of bales or bags satisfactorily placed.

Temporary berms and temporary slope drains will be measured for payment by the linear foot measured parallel with the flow line including the pipe inlet.

Temporary silt fence will be measured by the linear foot along the gradient of the fence, end post to end post.

Boom supported floating silt fence will be measured by the linear foot.

Erosion control filter berm shall be measured by the linear foot.

The quantity of additional haybales and silt fence material required herein will be measured for payment only when and if they are actually put to use as additional measures on the Project as approved by the Resident. Haybales and silt fence material used for maintenance or replacement of existing devices will not be measured for payment.

The removal of silt and other material from behind the erosion control devices will not be measured separately for payment, but shall be incidental to the Erosion Control items.

Temporary Mulch – See Section 619 Mulch.

656.10 Basis of Payment

The accepted quantity of baled hay or sandbags will be paid for at the Contract unit price each for each bale or bag which price shall be full compensation for furnishing and placing the bales or sandbags, for furnishing and driving the stakes for baled hay, for maintaining the bales, stakes or sandbags, and for the removing and disposing of the bales, stakes or sandbags when no longer needed.

The accepted quantity of temporary berms will be paid for at the Contract unit price per linear foot of berm which price shall be full compensation for furnishing, placing and compacting material, for maintaining and for removing the berm when no longer needed.

There will be no separate payment for excavation in the construction of temporary erosion control items under this Section and all necessary excavation shall be incidental to the work.

The accepted quantity of dumped stone will be paid for at the Contract unit price per cubic yard which price shall be full compensation for furnishing the stone, transporting, placing and shaping. Payment for removal or for covering will be made under Item 629.05, Hand Labor, and the appropriate Equipment Rental items.

The accepted quantity of temporary silt fence and boom supported floating silt fence will be paid for at the Contract unit price per linear foot complete in place. Payment shall be full compensation for furnishing, installing, maintaining, anchoring, replacing deteriorated geotextile and clogged geotextile when required and for removing and disposing of the fence when no longer needed.

The accepted quantity of erosion control filter berm will be paid for at the Contract unit price per linear foot under Item 656.632, 30 Inch Temporary Silt Fence, which price shall be full compensation for furnishing, placing, maintaining, and removing the erosion control filter berm.

Cost of seeding and mulching the area after removal of the temporary silt fence will be paid for at the Contract unit prices for Item 618, Seeding, and Item 619, Mulch.

Temporary Mulch and Seeding – See Section 619 Temporary Mulch and Seeding.

Payment will be made under:

Pay Item		Pay Unit
656.50	Baled Hay, in place	Each
656.632	30-inch Temporary Silt Fence	Linear Foot

SPECIAL PROVISION

SECTION 661

TOLL STIPEND

661.01 Description:

When this item is listed as a Pay Item in the bid, it shall consist of the tolls accrued by the Contractor during the execution of the Contract.

All vehicles shall be required to pay all applicable tolls. This includes Contractor employees, subcontractors, equipment delivery, and material hauling.

661.02 Basis of Payment:

Payment for this item will be made in equal monthly installments based on the anticipated duration of the project shown on the original schedule submitted by the Contractor.

The total sum of payments under this item shall not exceed the original Contract amount bid regardless of the fact that the Contractor may shut down their work on the Project or move equipment away from the Project and then back again. –All actual tolls incurred by the Contractor shall be incidental to the item and shall include Contractor employees, subcontractors, equipment delivery, material delivery and all other construction-related traffic except as defined above.

Payment will be made under:

Pay Item	Pay Unit
661.10 Toll Stipend	Lump Sum

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