

MAINE TURNPIKE AUTHORITY

MAINE TURNPIKE

CONTRACT DOCUMENTS

CONTRACT 2023.02

EXIT 102, NEW ON RAMP
INTERCHANGE RAMP "A"
MILE 102.0

NOTICE TO CONTRACTORS

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 2023.02

EXIT 102, NEW ON RAMP
INTERCHANGE RAMP "A"
MILE 102.0

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 December 13, 2022 at which time and place the Proposals will be publicly opened and read. Bids will be accepted from Contractors **prequalified** by the Maine Department of Transportation for Highway Construction Projects. Bridge and lighting subcontractors will also need to be **prequalified** by the Maine Department of Transportation. All other bids may be rejected.

Contractors not currently prequalified by the Maine Department of Transportation can seek prequalification prior to the bid by following the prequalification procedure indicated in the AUTHORITY Supplemental Specifications and submitting the prequalification application directly to the Authority at the above address. This Project includes a wage determination developed by the State of Maine Department of Labor.

west

The work consists of highway construction in the Town of West Gardiner, Maine at the Exit 102 Interchange. The work includes a new southbound ramp and the removal of the existing southbound ramp, Route 9/126 mill and overlay with shoulder reconstruction, demolition bridge underpass, pavement, signing, guardrail, highway lighting, and maintenance of traffic and all other work incidental thereto in accordance with the Plans and Specifications.

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 Two Hundred Fifty (\$250.00) 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 Nate Carll, Purchasing Manager, at (207) 482-8115. 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, fax all questions to Nate Carll, Purchasing Manager, at (207) 871-7739 or email ncarll@maineturnpike.com. 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", "Standard Details, Revision of November 2014" 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/contractors/publications/> .

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.

An in person pre-bid conference will be held on Tuesday November 29, 2022 at 10:00 a.m. at the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine.

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

Nate Carll
Purchasing Manager
Maine Turnpike Authority

Portland, Maine

Maine Turnpike Authority

MAINE TURNPIKE

PROPOSAL

CONTRACT 2023.02

EXIT 102, NEW ON RAMP
INTERCHANGE RAMP "A"
MILE 102.0

MAINE TURNPIKE AUTHORITY

PROPOSAL

CONTRACT 2023.02

EXIT 102, NEW ON RAMP
INTERCHANGE RAMP "A"
MILE 102.0

TO MAINE TURNPIKE AUTHORITY:

The work consists of highway and bridge construction at the Exit 102 interchange in West Gardiner, Maine. The work includes a new southbound ramp and the removal of the existing southbound ramp, Route 9/126 mill and overlay with shoulder reconstruction, demolition bridge underpass, pavement, signing, guardrail, highway lighting, and maintenance of traffic and all other work incidental thereto in accordance with the Plans and Specifications.

This Work will be done under a Contract known as Contract 2023.02 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:

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.

**SCHEDULE OF BID PRICES
CONTRACT NO. 2023.02**

**EXIT 102, NEW ON RAMP
INTERCHANGE RAMP "A"
MILE 102.0**

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
201.11	Clearing	Acres	2.90				
201.23	Removing Single Tree Top Only	Each	1				
201.24	Removing Stump	Each	1				
202.08	Removing Building No. 1: 7 Ronnie Street	Lump Sum	1				
202.12	Removing Existing Structural Concrete	Cubic Yard	16				
202.15	Removing Existing Manhole or Catch Basin	Each	1				
202.193	Removing Existing Bridge (Struct. Steel = 76 T, Conc. = 570 CY)	Lump Sum	1				
202.202	Removing Pavement Surface	Square Yard	14000				
202.203	Pavement Butt Joints	Square Yard	32				
203.2	Common Excavation	Cubic Yard	14300				
203.24	Common Borrow	Cubic Yard	2300				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
203.25	Granular Borrow	Cubic Yard	970				
203.33	Special Fill	Cubic Yard	24				
211.3	Ditch Excavation	Linear Foot	1400				
304.1	Aggregate Subbase Course - Gravel	Cubic Yard	9600				
304.14	Aggregate Subbase Course - Type A	Cubic Yard	2400				
403.207	Hot Mix Asphalt 19.0 MM HMA	Tons	720				
403.208	Hot Mix Asphalt 12.5 MM HMA Surface	Tons	760				
403.209	Hot Mix Asphalt 9.5 MM HMA (Incid.)	Tons	63				
403.211	Hot Mix Asphalt (Shim)	Tons	130				
403.213	Hot Mix Asphalt 12.5 MM HMA Base	Tons	470				
404.2081	Hot Mix Asphalt 12.5 MM HMA Polymer Modified	Tons	430				
409.15	Bituminous Tack Coat Applied	Gallon	790				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
419.3	Sawing Bituminous Pavement	Linear Foot	3400				
524.4	Protective Shielding	Square Yard	550				
526.306	Temporary Concrete Barrier, Type 1 - Supplied by the Authority	Lump Sum	1				
527.341	Work Zone Crash Cushions - TL-3	Unit	3				
603.15	12" Culvert Pipe Option I	Linear Foot	46				
603.159	12" Culvert Pipe Option III	Linear Foot	8				
603.16	15" Culvert Pipe Option I	Linear Foot	71				
603.175	18" Reinforced Concrete Pipe Class III	Linear Foot	116				
603.179	18" Culvert Pipe Option III	Linear Foot	34				
603.28	Concrete Collar for Reinforcing Concrete Pipe	Each	2				
603.47	60" Reinforced Concrete Pipe Class IV	Linear Foot	80				
604.246	Catch Basin Type F5	Each	1				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
606.1301	31" W-Beam Guardrail, Mid-Way Splice-Single Faced	Linear Foot	680				
606.1302	31" W-Beam Guardrail, Mid-Way Splice-Dbl Faced	Linear Foot	370				
606.1306	31" W-Beam Guardrail, Mid-Way Splice Tangent Terminal	Each	1				
606.1307	31" W-Beam Guardrail, Mid-Way Splice Flared Terminal	Each	1				
606.352	Reflectorized Beam Guardrail Delineators	Each	27				
606.356	Underdrain Delineator Post	Each	14				
606.3561	Delineator Post - Remove And Reset	Each	5				
606.3631	Guardrail Remove and Dispose	Linear Foot	2300				
607.09	Woven Wire Fence - Metal Posts	Linear Foot	910				
607.17	Chain Link Fence - 6'	Linear Foot	120				
607.32	Bracing Assembly Type I Metal Post	Each	1				
607.33	Bracing Assembly Type II Metal Post	Each	3				

TOTAL:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
609.34	Curb Type 5	Linear Foot	1200				
609.35	Curb Type 5 - Circular	Linear Foot	120				
610.08	Plain Riprap	Cubic Yard	75				
610.181	Temporary Stone Check Dam	Cubic Yard	30				
613.319	Erosion Control Blanket	Square Yard	5800				
615.07	Loam	Cubic Yard	3400				
618.13	Seeding Method Number 1	Unit	8				
618.14	Seeding Method Number 2	Unit	280				
619.1201	Mulch - Plan Quantity	Unit	280				
620.58	Erosion Control Geotextile	Square Yard	180				
626.122	Quazite Junction Box (18X11)	Each	10				
626.22	Non-Metallic Conduit	Linear Foot	2000				

TOTAL:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
626.32	24" Diameter Foundation	Each	6				
626.33	30" Foundation, 8-Foot or less Foundation	Each	6				
626.38	Ground Mounted Cabinet Foundation	Each	1				
626.3412	Conventional Light Standard With LED Fixture - Supplied By The Authority	Each	6				
627.712	White or Yellow Pavement Marking Line	Linear Foot	12000				
627.75	White Or Yellow Pavement And Curb Marking	Square Foot	38				
627.77	Removing Existing Pavement Markings	Square Foot	320				
627.78	Temporary 4" Paint Pavement Marking Line White Or Yellow	Linear Foot	4900				
629.05	Hand Labor, Straight Time	Hour	40				
631.12	All-Purpose Exc (Inc Operator)	Hour	40				
631.172	Truck-Large (Inc Operator)	Hour	80				
631.22	Front End Loader (Inc Oper)	Hour	20				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
631.36	Foreperson	Hour	20				
634.1612	Highway Lighting Panel and Service Upgrades	Lump Sum	1				
645.105	Remove and Stack Sign	Each	35				
645.109	Remove and Reset Sign	Each	9				
645.162	Breakaway Device Multi Pole	Each	4				
645.251	Roadside Guide Sign, Type 1	Square Foot	397				
645.2511	Sheet Aluminum Overlay, Type I	Square Foot	394				
645.271	Regulatory, Warning, Confirmation and Route Assembly, Type 1	Square Foot	251				
645.289	Steel H-Beam Poles	ERROR	1340				
645.511	LED Flashing Sign	Each	2				
652.3	Flashing Arrow	Each	2				
652.33	Drum	Each	125				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
652.34	Cone	Each	50				
652.35	Construction Signs	Square Foot	1240				
652.361	Maintenance of Traffic Control Devices	Lump Sum	1				
652.38	Flaggers	Hour	480				
652.41	Portable Changeable Message Sign	Each	4				
652.45	Truck Mounted Attenuator	Calendar Days	100				
652.451	Automated Trailer Mounted Speed Limit Sign	Calendar Days	80				
656.5	Baled Hay, In Place	Each	50				
TOTAL:							

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)
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(Treasurer)	(Address)
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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., 202____

Witnesses:

CONTRACTOR

_____ (SEAL)

SURETY

_____ (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)

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART II – SPECIAL PROVISIONS

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MAINE TURNPIKE AUTHORITYSPECIFICATIONSPART 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 work consists of highway construction in the Town of West Gardiner, Maine at the Exit 102 Interchange. The work includes a new southbound ramp and the removal of the existing southbound ramp, Route 9/126 mill and overlay with shoulder reconstruction, demolition bridge underpass, pavement, signing, guardrail, highway lighting, and maintenance of traffic and all other work incidental thereto in accordance with the Plans and Specifications.

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 2023.02 – Exit 102, New On Ramp, Interchange Ramp A, Mile 102.0”. 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 DefinitionHolidays

The following is added after Memorial Day in the Supplemental Specifications:

Juneteenth 2023	Starting at 12:01 a.m. the day of and ending at midnight
Independence Day 2023 (Fourth of July)	6:00 a.m. preceding Friday to 6:00 a.m. the following Wednesday.
Indigenous Peoples Day 2023	Starting at 12:01 a.m. the day of and ending at midnight

Christmas Day 2023

12:01 p.m. preceding Friday to
6:00 a.m. the following Tuesday

Juneteenth 2024

Starting at 12:01 a.m. the day of
and ending at midnight

103.4 Notice of Award

The following sentence is added:

The Maine Turnpike Authority Board is scheduled to consider the Contract Award on December 22, 2022.

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:

104.4.6 Utility Coordination

This Subsection is amended by the addition of the following:

These Special Provisions outline the arrangements which have been established by the Authority for coordination of the work to be accomplished by the utilities. The scope and schedule of utility relocation work is noted herein. The Contractor shall plan and conduct his work accordingly.

General

Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility. Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Authority if they are exceeded.

The Contractor shall plan and conduct his operations in accordance with the following utility schedule.

There are existing aerial utilities adjacent to Route 9/126. Some of these poles will be relocated to accommodate the shoulder widening. Consolidated Communications will relocate the poles. After the poles have been relocated, Central Maine Power, Charter Communications, and Consolidated Communications will relocate their service to the new polls. Consolidated will then remove the existing poles. This work is anticipated to be completed prior to May 30th, 2023.

The Contractor shall coordinate their work with the aerial utilities' relocation, as necessary. The utility owners will be responsible for obtaining any necessary work permits to complete the utility relocation work.

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

The following aerial utilities are known to be present on this project, including contact information:

CENTRAL MAINE POWER COMPANY:

57 Old Winthrop Road
Augusta, ME 04333
ATTN: David Adams
Tel: (207) 530-0868
Email: David.Adams@cmpco.com

CHARTER COMMUNICATIONS:

83 Anthony Ave
Augusta, ME 04333
ATTN: Thomas Ludden
Tel: (207) 620-3368
Email: thomas.ludden@charter.com

CONSOLIDATED COMMUNICATIONS:

5 Davis Farm Road
Portland Maine, ME 04103
ATTN: Martin Pease
Tel: (207) 272-7993
Email: martin.pease@consolidated.com

UNDERGROUND UTILITIES

MAINE TURNPIKE AUTHORITY

2360 Congress Street
Portland, Maine 04102
ATTN: William Yates
Tel: (207) 482-8300
Email: slaverdiere@maineturnpike.com

104.4.7 Cooperation With Other Contractors

This Subsection is amended by the addition of the following:

Adjacent contracts currently scheduled for the 2023 construction season include:

MTA Contract 2023.01 – Mainline Paving, MM 88.6 – 98.0

DOT WIN 26340.00 – Interstate 295 SB Ultra Thin Bonded Wearing Course

DOT WIN 26342.00 – Interstate 295 NB Ultra Thin Bonded Wearing Course

The following Subsection is added:

105.2.4.2 Lead Paint

The Contractor shall note that the existing bridge structure may contain lead based paint. The Contractor shall institute every precaution when working with materials coated with lead based paints.

Lead Paint Removal

The Contractor is required to remove and dispose of lead based paint and paint residue before cutting, grinding, drilling and sandblasting existing materials in preparation of completing the work except as provided under the Drilling of Lead Based Paint subsection in this Special Provision. All lead based paint and paint residue shall be removed, handled, stored and disposed of in conformance with all local, State and Federal laws and regulations governing lead based paint. The Contractor may use his own properly trained employees to abate the lead based paint in accordance with applicable regulations and requirements; or he may hire a licensed lead abatement subcontractor to abate the lead based paint in accordance with applicable regulations and requirements.

The Contractor, or licensed lead abatement subcontractor, shall submit a Project specific Health and Safety (OSHA) Plan and a Hazardous Waste Management Plan (EPA/DEP) a minimum of two (2) weeks prior to undertaking the removal of lead based paint.

Drilling of Lead Based Paint

The Contractor may drill lead based painted steel, without lead based paint removal, provided the Contractor collects and recycles the drill cuttings at a licensed metal recycling facility. If the Contractor chooses not to collect and recycle the drill cuttings at a licensed metal recycling facility he will be required to abate the area where drilling is to occur in full accordance with the lead based paint removal, storage and disposal requirement of this Special Provision.

The Authority will require a signed statement from the Contractor stating the drill cuttings were collected and recycled at a licensed metal recycling facility and the name the recycling facility.

Health and Safety Plan

The Health and Safety Plan submittal shall describe how the Contractor/licensed lead abatement subcontractor intends to remove the lead based paints; and shall outline how the Contractor/licensed lead abatement subcontractor will adhere to all Federal, State and local ordinances which govern worker (including authorized representatives of the Authority) exposure to lead based paints, and ensure the safety of the workers performing lead removal. Copies of current worker training certificates (OSHA), medical screenings, and respirator fit up shall be included in the submittal.

Hazardous Waste Management Plan

The Hazardous Waste Management Plan submittal shall describe how the Contractor/licensed lead abatement subcontractor intends to manage the hazardous waste that will be generated, temporarily accumulated, stored, transported off-site and disposed; adhere to ordinances associated with the management of hazardous wastes; and ensure protection of the environment.

The Hazardous Waste Management Plan shall:

- Be signed by the Contractor;
- State whether Contractor or licensed lead abatement subcontractor will be undertaking the work; and,
- State whether abated lead materials will be accumulated and stored on-site (required if Contractor is not licensed by DEP/EPA to transport and temporarily store lead based hazardous waste), or be removed in HEPA vacuums daily to the removal Contractor's licensed waste storage facility (permitted only if Contractor is licensed by DEP/EPA to transport and temporarily store lead based hazardous waste).

If abated lead materials are to be accumulated and stored on-site, the Hazardous Waste Management Plan shall include (at a minimum) the following:

- Container size and labeling standards:
 - Containers must be 55 gallons or less
 - Containers must have the labeled “HAZARDOUS WASTE”
- Accumulation requirements:
 - Labels will include accumulation start date and container full date
 - On-site storage will not exceed 180 days from full date
 - Total on-site storage shall not exceed 55 gallons or 220 pounds
- Inspections (including frequency and checklist):
 - Inspections shall be performed each day the Contractor works
 - Inspection checklist shall be similar to MaineDEP format (Refer to Appendix A1 of MaineDEP Handbook for Hazardous Waste Generators – January 2008)
- Transport and DOT “pre-transport requirements”:
 - Specify the licensed hazardous waste transporter to be used
 - Obtain Generator’s EPA ID No. (typically a provisional ID # is obtained through the licensed hazardous waste transporter)
 - USDOT – approved containers must be used for shipment
 - Schedule MTA for signing Hazard Waste Manifest
- Recordkeeping requirements:
 - Describe where at the jobsite the required records (e.g., inspection logs, training records, Lead Determination report/hazardous waste characterization, etc.) will be maintained
 - Describe how and when copies of the required documents specified above will be transferred to the MTA Environmental Services Coordinator’s office

The Contractor/licensed lead abatement subcontractor, shall provide documentation to the MTA that the employees who will be removing, handling, managing and/or directly supervising the hazardous waste operations have received required Resource Conservation and Recovery Act (RCRA) hazardous waste management training, and all training is current.

The lead based hazardous waste must remain on-site, unless the removal is being performed by a licensed lead abatement subcontractor that collects the paint residue in HEPA vacuums and is licensed by DEP/EPA to transport and temporarily store lead based hazardous waste at the removal Contractor’s licensed waste storage facility. Both on-site and licensed off-site lead based hazardous waste storage facilities require secure storage and daily inspection of the stored waste.

If the removal Contractor is not licensed by DEP/EPA to transport and temporarily store lead based hazardous waste off-site, then an EPA licensed Hazardous Waste transporter(s) shall be used to remove hazardous waste from the site. All removal and disposal documentation will be required when the hazardous waste leaves the site. As the Generator, only the Authority's Environmental Services Coordinator or his trained designee shall sign waste manifests when material is removed from the Project site.

The removal, storage, handling, transporting, and disposal of lead based paint and lead based paint residue will not be measured separately for payment, but shall be incidental to the various Contract work items.

The following Subsection is added:

105.8.2 Permit Requirements

The Project is being constructed under the Maine Department of Environmental Protection (DEP) Natural Resources Protection Act Permit by Rule regulations Section 11 – State Transportation Facilities, as most recently amended June 8, 2012. A copy of the Section 11 – State Transportation Facilities Permit by Rule regulations are attached in **Appendix A**.

The Project has been authorized under Section 404 of the Clean Water Act, through the US Army Corps of Engineers Programmatic General Permit, Category 2. The Project will be subject to the General Conditions of the Category 2 Authorization dated October 14, 2020 through October 14, 2025 and any additional conditions specified in the Maine General Permit Category 2 authorization anticipated to be issued by the U.S. Army Corps of Engineers. A signed copy of the Category 2 Start Work Notification Form must be sent to the Army Corps Maine Project Office at least two weeks before work commences. A copy of the Department of the Army General Permits for the State of Maine is attached in **Appendix B**.

The Project is subject to the requirements of the Maine Pollutant Discharge Elimination System (MPDES) General Permit for Stormwater Discharge from Construction Activity, as promulgated by the US Environmental Protection Agency (US EPA) and Administrated by the Maine Department of Environmental Protection (DEP).

A Notice of Intent (NOI), accompanied by a preliminary Limit of Disturbance (LOD) plan will be submitted by the Authority to the DEP for coverage under the Maine Construction General Permit (MCGP). 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 LOD for this Contract, which will be submitted as part of the NOI, has been estimated to be **11.61** acres.

At any time during the Contract, if the Limit of Disturbance needs to be adjusted to accommodate construction activities, the Contractor shall resubmit the LOD plan (including any additional erosion and sedimentation control measures needed) to the Resident for review and approval prior to any additional disturbance taking place:

- If the cumulative area of disturbance exceeds the estimated LOD noted above, by less than one acre, the Resident shall have a minimum of five (5) working days to approve the revised LOD plan.
- If the cumulative area of disturbance exceeds the estimated LOD noted above, by over one acre, the Resident shall first approve of the plan and then possibly resubmit the NOI for MaineDEP approval. The approval may take a minimum of 21 working days.

Compliance with the erosion and sedimentation control requirements outlined in this Contract is required by the Contractor.

The Contractor shall comply with the conditions outlined in the Army Corps General Permit, Maine Department of Environmental Protection NRPA Permit by Rule (Chapter 305), the US Army Corps of Engineers General Permit, and the Maine Pollutant Discharge Elimination System General Permit for stormwater discharge associated with construction activity. 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.

107.1 Contract Time and Contract Completion Date

This Subsection is amended by the addition of the following:

All bridge demolition and ramp removal in this Contract shall be completed on or before June 21, 2024 and shall be substantially completed on or before June 7, 2024.

All other work shall be completed on or before November 10, 2023 and shall be substantially completed on or before October 12, 2023.

107.1.1 Substantial Completion

This Subsection is amended by the addition of the following:

Substantially complete for the bridge demolition and ramp removal shall be defined by the Authority as the following:

- Bridge removal to the limits shown on the plans and restoration of all disturbed ground resulting from the removal of the bridge
- All disturbed slopes are seeded and mulched and temporary erosion control mix and/or blanket and riprap are installed where necessary

Substantially complete for all other work shall be defined by the Authority as the following:

- All paving, striping, guardrail, and drainage work is complete
- All lighting is complete and operational
- All disturbed slopes are seeded and mulched and temporary erosion control mix and/or blanket and riprap are installed where necessary
- No lane or shoulder closures, except for demobilization (removal of construction signs, drum and general clean-up)

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.

107.3.2 Night Work

This Subsection is amended by the addition of the following:

Nightwork will be allowed within the limitations defined in Section 652. The Contractor shall formally notify the Resident of their intent to perform night work a minimum of 14 calendar days ahead of the planned nightwork.

107.4.6 Prosecution of Work

The following activities shall be completed as specified:

- No construction on the existing Exit 102 Ramp shall begin until the construction on Route 126 and the new Exit 102 SB on Ramp is substantially complete.

The Contractor shall submit to the Authority a construction schedule which shall document that the Contractor has the necessary labor and equipment to work immediately and continuously at the project site once the bridge is closed. The intent of this specification is to minimize the amount of time for bridge closure, while providing the Contractor sufficient time to complete the work in a diligent manner and reopen the bridge as prescribed by the project's Substantial Completion date.

108.4.2 Price Adjustment for Diesel Fuel

A price adjustment for diesel fuel will be made for the listed items.

Price adjustments will be based on the variance in costs for diesel fuel. They will be determined as follows:

The quantity of listed items, for each pay item will be multiplied by the diesel factor times the difference in price in excess of 5 percent between the base price and the period price of diesel fuel. Adjustments will be made upward or downward, as prices increase or decrease.

Covered Items

<u>Pay Item</u>	<u>Item Description</u>	<u>Diesel Factor (Gal/Unit)</u>
203.2	Common Excavation	0.33 G/CY
203.25	Granular Borrow	0.48 G/CY
304.1	Aggregate Subbase Course - Gravel	0.46 G/CY
304.14	Aggregate Subbase Course – Type A	0.46 G/CY
403.207	Hot Mix Asphalt 19.0 mm	2.75 G/T
403.208	Hot Mix Asphalt 12.5 mm – Surface	2.75 G/T
403.209	Hot Mix Asphalt 9.5 mm – Incidentals	2.75 G/T
403.211	Hot Mix Asphalt 9.5 mm – Shim	2.75 G/T
403.213	Hot Mix Asphalt 12.5 mm – Base	2.75 G/T
615.07	Loam	0.48 G/T

SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Building Removal)

Description

This work shall consist of removing wholly and satisfactory, and disposing of all designated buildings, structures and other obstructions included below. All plywood panels, hasps, padlocks and other materials used to secure the buildings will remain the property of the Authority. These panels and padlocks will be transported to a location in the area to be determine by the Property Manager.

All debris and unusable materials shall be removed to an approved transfer station or approved landfill. Under no circumstances shall any material or debris be disposed of by burning on the premises nor shall the debris be burned at an off-premise site. For a related provision, see Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation. All fill material used for the foundation cavities shall meet the Standard Specification requirements for Common Borrow, Section 703.18.

Demolition of the structures will be conducted entirely from the unit location. At no time will demolition vehicles or equipment be in the highway right-of-way. Contractor shall provide and maintain all temporary barricades, signs or other safety measures as necessary to complete the work. Contractor shall obtain any and all permits or licenses necessary for the performance of the work and conform to all Federal, State and local laws, regulations or ordinances applicable to the work.

Buildings to be removed under Section 202 - Removing Structures and Obstructions of the contract will be made available to the Contractor as follows: Immediately.

Building 1: 7 Ronnie Street

No items are reserved to the property owner.

Failure by the Maine Turnpike Authority to meet dates of availability may entitle the Contractor to time extension if requested by the Contractor, in writing, such request indicating delays in construction, if any, caused by changes in availability dates.

The Contractor shall not remove a building until the Contractor has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services

as soon as possible. The cost of extermination services until the building is found to be rodent free will be paid for under Section 109.3.7.5 – Force Account.

The Contractor will re-inspect the building within 7 days after the extermination services are performed. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

Each building shall be removed promptly after certification that it is free of rodents.

Buildings do not contain asbestos. The Authority conducted an asbestos bulk testing performed by Lakeside Concrete Cutting, Inc in May 2021 found that the structure does not have regulated asbestos containing building materials. A copy of the Asbestos Demolition Impact Assessment is attached in **Appendix C.**

If not completed by the Property Manager, the Contractor shall remove all utility service connections prior to demotion of any buildings. The Contractor shall coordinate disconnection of overhead utilities with the appropriate utility companies. Electrical service within portions of any building to be removed shall be disconnected or otherwise shut off by a licensed electrician. Sewer connections shall be cut off and sealed with a water and gas tight seal or pumped and removed in its entirety. Water connections or services shall be cut and completely capped or plugged in a manner to prevent any flow or seepage of water into the excavated area. The final condition of all service connections shall be to the satisfaction of the local water and sewer company's utility engineer before such connections are covered by any fill material.

The Contractor shall remove and dispose of all buildings indicated in the bid documents. Cavities remaining as a result of foundation or structure removal shall be filled to the level of the surrounding ground. All excavations will be compacted using vibratory equipment in one-foot layers to the surrounding existing grade levels. In this process, the contour and grades of the abutting land are to be followed. Erosion control including loaming, seeding and mulch shall be done, and will be considered to be incidental to the contract.

Upon notice of availability, ownership of the buildings and all the equipment, fixtures and materials therein shall transfer from the Authority to the Contractor who then shall proceed with the work required. The buildings shall not be used or occupied for any purpose and shall be removed as soon as possible after the date available. All equipment belonging to a utility is excepted from transfer from the Authority to the Contractor.

Building 1 contain one oil/fuel tank each that is to be disposed of. Any fuel left in the tanks is a regulatory material and may be reused or disposed of in accordance with local State and Federal regulations. The tanks are also to be disposed of in accordance with local, State and Federal regulations.

Start and Completion of Work: Work under the contract shall be started within ten (10) days of receipt of a fully executed contract. The Contractor will notify the Authority’s Property Manager prior to the start of the work and agrees that once the demolition is commenced. The work will be performed continuously from day-to-day until completion. The completion date will be that noted on the Contract Agreement, Offer & Award Form.

Method of Measurement: Removing buildings will be measured by the lump sum payment.

Basis of Payment: All work will be paid for at the contract Lump Sum price, which shall be full compensation for all materials, labor and equipment necessary for the work described above and as shown in the Plans and/or as directed by the Resident.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
202.08	Removing Building No. 1: 7 Ronnie Street	Lump Sum

SPECIAL PROVISIONSECTION 202REMOVING STRUCTURES AND OBSTRUCTIONS

(Removing Pavement Surface)

202.01 Description

The following sentences are added:

This work shall also consist of removing the surface of the bituminous concrete pavement in all locations to the depth, width, grade, and cross section as shown on the Plans or as directed by the Resident.

Removal of existing pavement surface shall be completed through the use of a milling machine. The milling machine(s) shall be capable of accurately establishing profile grades by referencing from a floating straight edge, a minimum of 30 feet.

Areas requiring shim pavement to reach final pavement grade shall not be milled.

This work shall also consist of construction of temporary ramps at all butt joints as shown in the MaineDOT Standard Details, November 2014 Edition – Pavement Overlay Butt Joint Detail (Roadways), Page 202(01) or as approved by the Resident. The length of the temporary ramp shall be at least 1/2 L.

202.061 Removing Pavement Surface

This Subsection is deleted and replaced with the following:

The equipment for removing the bituminous surface shall be a power-operated milling machine or planer capable of removing the bituminous concrete pavement to the required depth, transverse cross slope, and profile grade by use of an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope to compensate for surface irregularities in the existing pavement course. The mill head on the machine shall have a maximum 8mm tooth spacing pattern and a minimum triple wrap configuration. The milling machine shall be capable of accurately establishing profile grades by referencing from a floating straight edge, minimum of 30± feet. The equipment shall also have an effective means for removing excess material from the surface and

preventing flying material in compliance with Subsections 105.2.5 Compliance with Health and Safety Laws and 105.2.6 Convenience of the Public, of the Specification.

The contractor shall operate the milling machine such that the forward operating speed of the machine in feet per minute (fpm) does not exceed 65% of the mill head in revolutions per minute (rpm). i.e. 100 rpm head speed equals maximum forward operating speed of 65 fpm. The contractor shall avoid stopping the milling operation during truck exchanges by staging the haul units accordingly.

The Contractor shall locate, identify and remove all objects in the pavement through the work area that would be detrimental to the milling machine.

The Contractor shall be responsible for the layout of the longitudinal centerline between the travel lane and passing lane.

The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding 3/8 inch under a 16 foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross slope that exceed 3/8 inch under a 10 foot string line or straightedge placed transversely to the centerline will be corrected. In no case shall the cross slope in a single lane width be inverted resulting in a depression as measured transverse to the direction of travel. Any cross slope inversions or depressions shall be corrected by spot shimming the area with HMA as directed by the resident prior to installing any leveling or wearing course. These corrections shall be done with no additional expense to the Authority.

All surplus pavement grindings shall be disposed of by the Contractor off the turnpike right-of-way. All grindings shall be disposed of in accordance with the Maine Department of Environmental Protection Solid Waste Management Requirements.

202.07 Method of Measurement

The removal of existing bituminous concrete pavement will be measured by the square yard of material removed to the required depth.

The following sentences are added:

Transporting and stockpiling of the pavement grindings at the maintenance facilities will not be measured separately for payment, but shall be incidental to the Removing Pavement Surface items.

Installation of temporary bituminous ramps will not be measured separately for payment, but shall be incidental to the Contract.

Removal of temporary bituminous ramps will not be measured separately for payment, but shall be incidental to the Contract.

202.08 Basis of Payment

Removing Pavement Surface will be paid for at unit price per square yard which price shall be full compensation for removing and disposing of the bituminous and gravel materials.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
202.202	Removing Pavement Surface	Square Yard

SPECIAL PROVISION

SECTION 202

REMOVING STRUCTURES AND OBSTRUCTIONS

(Removing Existing Bridge)

202.01 Description

The following paragraphs are added:

The work shall include all labor, equipment, and materials required to remove the existing bridge.

Prior to starting any demolition work, the Contractor shall submit a demolition plan to the Resident for review. The demolition plan shall be stamped by a Professional Engineer licensed in the State of Maine. The demolition plan shall consider the effect of construction equipment, methods of operation, and sequence of work on the capacity and stability of the bridge. The capacity of the structure shall be calculated to demonstrate the proposed work activities will not result in unacceptable overstress in the structure.

No demolition will be permitted until the approved method of shielding is completely installed. Traffic will not be permitted to use the travelway directly under the demolition work. A lane closure will be required.

202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges

The following paragraphs are added:

The removal of the existing bridge shall include the removal and disposal of the bituminous concrete pavement, waterproofing membrane, reinforced concrete deck, structural steel beams and diaphragms, bridge bearings, curbing, bridge rail, abutments, wingwalls, piers, footings, and all other materials which are part of the bridge to the limits shown on the plans.

All materials not specified to be retained by the Authority shall become the property of the Contractor and shall be removed from the site at the completion of the Project. The Contractor shall provide the Resident with an affidavit stating the final location of all disposed material and that the material was disposed of in accordance with the Maine Department of Environmental Protection Solid Waste Regulations.

202.08 Basis of Payment

The following paragraph is added:

Removing Existing Bridge will be paid for at the Contract lump sum price which shall be full compensation for removing and disposing of the superstructure and substructure as shown on the Plans or as approved by the Resident. Removing Existing Bridge shall also be full compensation for all incidentals noted in the Plans.

The third sentence in the first paragraph is deleted and replaced with the following:

Material for backfilling holes, resulting from removal of substructure or obstructions, will not be measured separately for payment, but shall be incidental to Removing Existing Bridge. Backfilling material shall conform to Section 304, Aggregate Base and Subbase Course.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
202.193 Removing Existing Bridge	Lump Sum

SPECIAL PROVISION

SECTION 203

EXCAVATION AND EMBANKMENT

203.01 Description

The following paragraph is added:

This work shall consist of cutting, removing and disposing of the full depth of existing bituminous concrete pavement at the approaches to the bridge structures within the limits of work as shown on the Plans or as approved by the Resident. The pavement shall be sawcut to the full depth of pavement at the limits of the excavation to provide a clean, vertical cut surface.

203.04 General

The following sentence is added to the end of the third paragraph.

There are no approved waste storage areas or waste areas within the Project limits unless shown on the Plans. Unsuitable materials shall be disposed of off-site in accordance with Subsection 203.06.

All excavations shall be accomplished in accordance with the applicable OSHA Standards. The Resident reserves the right to request the Contractor to prepare an excavation plan. This plan shall include, but not necessarily be limited to, the limit and depth of excavation, side slope, shoring, trench box and utility support.

203.10 Embankment Construction - General

The thirteenth and fourteenth paragraphs are deleted and replaced with the following:

All portions of the embankment shall be compacted in accordance with the designated embankment compaction requirements specified for the Project.

The existing slopes should be benched as shown on the drawings prior to placing additional fill. Embankment fill should be placed in lifts which extend laterally beyond the limits of the design side slopes such that the specified degree of compaction is achieved within the limits of the completed embankment. The slopes should then be trimmed back to design dimensions.

203.16 Winter Construction of Embankments

The word “core” is deleted from the first and second sentences in the first paragraph.

203.18 Method of Measurement

The following paragraphs are added:

There will be no additional payment for the required excavation plan, and costs shall be incidental to the Excavation items.

SPECIAL PROVISIONSECTION 203EXCAVATION AND EMBANKMENT

(Special Fill)

203.01 Description of Work

This work shall consist of furnishing and placing stone and granular material inside, and upstream and downstream of a culvert to form a nature-like streambed.

203.02 Materials

Special Fill shall consist of a well graded mixture of stone, gravel, sand and fines similar in size and shape to those found in natural channels and may be obtained as bank run or screening materials from earth borrow pits. Unwashed stone and stone with naturally fractured faces will be allowed. Material from blasting or crushing operations will not be allowed unless authorized by the Resident.

Special Fill material shall generally conform to the following requirements:

Medium stone - approximately 1 part by volume shall be stones with a minimum size of 3 inches and a maximum size of 6 inches average dimension. Fifty percent of the stones by volume shall have an average dimension greater than 4 inches.

Streambed gravel - approximately 1 part by volume shall be well graded aggregate that shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
3 inch	100
2 inch	60-80
½ inch	20-40
No. 200	0-20

The Contractor shall identify the source and proposed mix for inspection and shall furnish to the Resident a copy of gradation test results from a certified laboratory for the streambed gravel portion of the mix, at least ten (10) working days prior to the start of streambed construction. The grading of stone will be determined by the Resident in accordance with the Standard Specifications, Section 610.032.d Inspection.

Mix proportions and material gradations shall be within the above limits unless otherwise authorized by the Resident. Acceptance will be based on the test results, and visual inspection by the Resident. Special fill shall conform to the grading requirements at the time it is placed to form the streambed. Filler material shall consist of a well graded mix of gravel, sand and fines free from vegetable matter, debris, peat and other unsuitable material. Streambed gravel may be used as filler material, or the material may be obtained from earth borrow pits, dredge, on-site excavation or other sources approved by the Resident. Filler material shall not contain oversized stones larger than 6 inches and the fines content shall be sufficient to fill and seal the voids so that water ponds on the surface of the streambed. The Resident will determine the suitability of the material by visual inspection.

203.03 Construction Requirements

Mix and place Special Fill in the areas specified and as follows:

- 1) Place Special Fill as shown on plans, including disturbed area at inlet and outlet of culvert.
- 2) Special Fill shall be placed in two lifts, each lift 12-inches thick maximum.
- 3) After placement of each lift: firmly embed stones and fill voids by hand tamping and/or washing-in with water. Alternative compaction methods may be used with the approval of the Resident. Larger individual stones protruding more than 6 inches above the average surface grade shall be embedded, re-oriented, or replaced. After the initial compaction, place, spread and wash-in Filler Material on the surface to fill any remaining voids.
- 4) Thoroughly saturate the culvert streambed prior to exposure to normal flow conditions. Fill any remaining voids by washing-in Filler Material as described above. After washing-in, the depth of constructed streambed shall meet the average thickness requirements shown on the Plans and stated in this Special Provision.

203.18 Measurement

Special Fill will be measured in place by the cubic yard.

203.19 Basis of Payment

The accepted quantities of Special Fill will be paid for at the contract price per cubic yard complete in place. Payment shall be full compensation for furnishing all materials, equipment and labor including water for testing voids in the material.

Payment will be made under:

Pay Item

Pay Unit

203.33 Special Fill

Cubic Yards

SPECIAL PROVISIONSECTION 401HOT MIX ASPHALT PAVEMENT

Section 401 of the Maine Turnpike Authority 2016 Supplemental Specifications is modified as follows:

401.01 Description

The following paragraph is added:

A Quality Control Plan (QCP) is required.

401.02 Materials

Section 401.02 is deleted in its entirety and replaced with the following:

Aggregates for HMA Pavements Coarse Aggregate and fine aggregate for HMA pavements shall be graded such that when combined in the proper proportions, including filler if required, the resultant blend will meet the composition of mixture for the type of pavement specified. Materials shall meet the requirements specified in Section 700 – Materials:

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
RAP for HMA Pavement	703.08
HMA Mixture Composition	703.09

Mainline Surface HMA Coarse aggregate: The material retained on the No. 4 sieve, shall consist of angular fragments obtained from crushed quarry stone and be free of dirt or other objectionable materials. Coarse aggregate shall have a Micro-Deval value of 15.0 percent or less as determined by AASHTO T 327. The crushed stone shall have a maximum of 1.5% material finer than the No. 200 mesh when tested in accordance with AASHTO T-11. Flat and elongated particles shall not exceed a maximum of 8% at a 5:1 ratio in accordance with ASTM D-4791. Coarse aggregate angularity shall be a minimum of 95/90 in accordance with AASHTO T-335.

Mainline Surface HMA Fine aggregate: The material passing the No. 4 sieve, shall be crushed manufactured sand free from dirt, clay balls, or other objectionable material. Natural sand

may be incorporated into the mix at a rate no greater than 10 percent by weight of total aggregate. The unconfined void content of the fine aggregate blend shall be a 45 minimum value when tested in accordance with AASHTO T-304, method A. AASHTO T-176 sand equivalent value shall be 45 minimum.

Asphalt Low Modulus Joint Sealer: Asphalt Low Modulus Joint Sealer shall be a modified asphalt and rubber compound designed for sealing and improving the strength and performance of the base asphalt cement and shall conform to ASTM D6690 Type IV and the following specifications:

Cone Penetration	90-150
Flow @ 60°C [140°F]	3.0mm [1/8 in] max
Bond, non-immersed	Three 12.7mm [½ in] specimens pass 3 cycles @ 200% extension @ -29°C [-20°F]
Resilience, %	60 min
Asphalt Compatibility, ASTM D5329	pass*

* There shall be no failure in adhesion, formation of any oily exudate at the interface between the sealant and asphaltic concrete or other deleterious effects on the asphaltic concrete or sealant when tested at 60°C [140°F].

The contractor shall provide the Resident or authorized representative with a copy of the material manufacturer's recommendations pertaining to heating, application, and reheating prior to the beginning of operations or the changing of materials.

Section 401.021 Recycled Asphalt Materials

Delete the second paragraph and replace with the following:

In the event that RAP source or properties change, the Contractor shall notify the Authority of the change and submit new documentation stating the new source or properties. A plant produced test batch meeting all requirements including Hamburg Wheel Tracker results.

Section 401.03 Composition of Mixtures

Section 401.03 is deleted in its entirety and replaced with the following:

HMA pavement mixtures for base, intermediate, shim and local road bridge projects shall be a currently approved MDOT design unless otherwise noted. A maximum of 20% RAP may be used. VMA shall meet the requirements listed in Table 1.

HMA pavement mixtures for Mainline surface paving projects shall conform to the following requirements:

The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). The Contractor may use a maximum of 15 percent reclaimed asphalt pavement (RAP) in any mainline surface course.

The Contractor shall submit a job mix formula (JMF) developed for each specified mixture at least 30 days prior to placement.

The JMF shall establish a single percentage of aggregate passing each sieve size within the limits shown in Subsection 703.09. The mixture shall be designed and produced, including all production tolerances, to comply with the allowable control points for the particular type of mixture as outlined in Subsection 703.09. The JMF shall state the original source, gradation, and percentage to be used of each portion of the aggregate and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

In addition, the Contractor shall provide the following information with the proposed JMF:

- Properly completed JMF indicating all mix properties (Gmm, VMA, VFB, etc.).
- Stockpile Gradation Summary.
- Test reports for individual aggregate consensus properties
- Design Aggregate Structure Consensus Property Summary.
- Design Aggregate Structure Trial Blend Gradation Plots (0.45 power chart).
- Trial Blend Test Results for at least three different aggregate blends.
- Selected design aggregate blend.

- Test results for the selected design aggregate blend at a minimum of three binder contents.
- Test results for final selected blend compacted to N_{max} .
- Specific Gravity for the PGAB to be used.
- Recommended mixing and compaction temperatures from the PGAB supplier.
- Data Sheets (SDS) For PGAB.
- Asphalt Content vs. Air Voids trial blend curve.
- Test report for Contractor's Verification sample.
- Summary of RAP test results (if used), including count, average and standard deviation of binder content and gradation.

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 ton for coarse aggregate stockpiles, 75 ton for fine aggregate stockpiles before the JMF may be submitted. The Authority shall obtain samples for laboratory testing. The Contractor shall also make available to the Authority the PGAB proposed for use in the mix in enough quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Authority's representative shall test a production sample in the Contractor's laboratory for evaluation. If the Authority finds the mixture acceptable, an approved JMF will be forwarded to the Contractor. The Authority will then notify the Contractor that paving may commence. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result for an individual JMF. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm sieve through the 0.075 mm and 3% on the percent passing the 4.75 mm or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2 percent. Adjustments will be allowed on GMM of up to 0.010.

Approved mix designs from the previous calendar year may be carried over, however no aim changes will be granted for a carryover mix design and the initial design must not be older than the previous paving season.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate except natural sand may be adjusted up to 10 percentage points from

the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. Natural sand may be adjusted up to 5 percent from the amount listed on the JMF but shall not exceed 10% by weight of total aggregates. The cold feed percentage for RAP may be reduced up to five percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application.

TABLE 1
VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G_{mm})			Voids in the Mineral Aggregate (VMA)(Minimum Percent)				Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
				Nominal Maximum Aggregate Size (mm)					
	$N_{initial}$	N_{design}	N_{max}	19	12.5	9.5	4.75		
10 to <30	≤89.0	96.0	≤98.0	13.5	14.5	15.5	15.5	65-80	0.6-1.2

As part of the JMF submittal, there are Hamburg Wheel Tracker requirements, the Contractor shall provide the Authority the test results in accordance with AASHTO T324. The results shall be generated by a third-party independent testing laboratory as approved by the Authority. The test results for each individual specimen as well as the average shall meet the requirements of Table 1A

TABLE 1A
HAMBURG WHEEL TRACKER REQUIREMENTS

Specified PG Binder Grade	Test Temperature (°C)	Maximum Rut Depth (mm)	Minimum Number of Passes	Minimum Allowable SIP*
64-28	45	12.5	20,000	15,000
64E-28	45	8.0	20,000	15,000
70E-34	45	6.3	20,000	15,000

Section 401.031 Warm Mix Technology

Add the following to the end of the first paragraph:

Weather and seasonal limitations as outlined in section 401.06 may be reduced by a maximum 5°F with the use of WMA except for HMA being placed over bridge deck membrane.

Section 401.04 Temperature Requirements

Add the following line item after the third bullet:

- Any HMA placed over bridge deck membrane shall have a minimum temperature of 300° F measured directly behind the screed in the uncompacted mat.

Add the following paragraph:

No vehicular loads shall be permitted on newly completed pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. The newly paved area may be opened to traffic after the internal temperature of the pavement has cooled to 120° F. The Resident will test the internal temperature of the pavement and shall be the sole judge as to the opening to traffic. The period of time before opening to traffic may be extended at the discretion of the Resident. The lane closure may not be removed until the internal temperature has cooled to 120° F.

Section 401.06 Weather and Seasonal Limitations

The first paragraph shall be deleted and replaced with:

The Contractor may place Hot Mix Asphalt Pavement for use other than a traveled way wearing course, provided that the air temperature as determined by an approved thermometer (placed in the shade at the paving location) is 45°F or higher and the area to be paved is not frozen. The Contractor may place Hot Mix Asphalt Pavement as traveled way wearing course, provided the air temperature determined as above is 50°F or higher. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads, shoulders, and auxiliary lanes. The atmospheric temperature for all courses on bridge decks shall be 50°F or higher.

Section 401.08 Hauling Equipment Trucks for Hauling HMA

Add the following paragraphs:

The undercarriage of haul units actively hauling HMA to the site shall be relatively free of dust / mud agglomerations. Haul units found to be contaminating the paving surface shall be removed from the site and cleaned prior to returning.

The contractor shall supply enough haul units such that paving is continuous and without any stops or paver speed changes during the installation of ramp or mainline wearing courses utilizing an MTV. or any course placed on a bridge deck. The contractor will be charged a fee of \$1000 for every occurrence if paving is either stopped or the paver must slow down to avoid stopping due to inadequate number of haul units at the sole discretion of the Authority.

Section 401.09 Pavers

Add the following to the end of the fourth paragraph:

The forward operating speed of the paver shall be limited based on the course being placed. A shim or leveling course shall have a maximum speed of 50 feet per minute (fpm). Any base, intermediate, or surface course shall have a maximum paver speed of 40 fpm. The limited speed is not to be calculated on an average basis over time but shall be the actual limitation at any moment during the paving operation.

Section 401.091 Material Transfer Vehicle (MTV)

The first paragraph shall be deleted and replaced with:

When required by Special Provision Section 403, the paver shall be supplied mixture by a material transfer vehicle (Roadtec SB2500 or approved equal) capable of receiving and storing bituminous mixture from haul trucks, remixing, and delivering the mix to the paver hopper in a consistently uniform manner.

The fourth paragraph shall be deleted and replaced with:

The MTV shall be designed so that the mix receives additional mixing action.

Section 401.11 Preparation of Existing Surface

Add the following paragraph:

The contractor will be permitted to be generally innovative in methods to dry existing wet or damp pavement. Any method which causes damage or burning of the existing pavement, or which causes debris to fly into traffic shall be discontinued.

Section 401.111 Layout

The contractor shall layout the site prior to any pavement course or final striping. Layout shall be achieved by physical measurements obtained every 50' along the length to be paved or striped from a fixed reference point. The contractor shall transfer the measurements to the pavement surface every 50' and apply a paint mark at each location. The marks shall then be connected by a smoothed string line and subsequent paint marks applied along the string at no greater than 10' intervals. The Resident will inspect the layout line before associated activities may begin.

Section 401.165 Longitudinal Joint Density

The first paragraph shall be deleted and replaced with:

When noted in Special Provision Section 403, the Authority will measure the pavement density of longitudinal joints between adjoining mainline travel lanes in both the unconfined and confined condition as determined by the days paving operation.

The eighth paragraph shall be deleted and replaced with:

The minimum density of the completed pavement shall be 92.0 percent of the theoretical maximum density obtained. Two consecutive failing tests shall result in production shut down. Prior to resuming paving operations, the contractor quality control unit shall satisfy the Authority that the paving operation will produce joint densities in compliance with the Specifications.

The eleventh paragraph and associated table shall be deleted and replaced with:

Payment reduction will be applied to each subplot that has a density lower than 92.0% as outlined below.

PERCENT COMPACTION	PERCENT PAY
92.0 or greater	100
91.9 to 90.0	95
89.9 to 88.5	90
88.4 or less	80

Section 401.17 Joints

Delete the following sentence from the third paragraph:

“The Authority may allow feathered or "lap" joints on lower base courses or when matching existing base type pavements.”

The fourth paragraph shall be deleted and replaced with:

When required by Special Provision Section 403, Mainline Longitudinal joints shall be constructed as notched-wedge joint and constructed in a manner that will best ensure joint integrity.

Section 401.18 Quality Control

Add the following paragraph v. to the QCP requirements

v. The contractor shall provide a detailed plan outlining how the number of haul units will be determined and supplied to the project to prevent the paver from stopping on mainline wearing course and bridge deck paving over membrane.

The following shall be added to section c. Quality Control Technician(s) QCT:

The QCT shall be on site during paving operations performing quality control activities. QCT's shall not act as equipment operators, trainers or laborers.

Section 401.191 Inspection/Testing

In paragraph nine delete and replace Item #8 with:

8. Secure High-Speed Internet Access

401.21 Method of Measurement

The second paragraph shall be deleted and replaced with:

A reduction in payment will occur when the voids, asphalt content, and density are other than the limits specified below for 100 percent payment. The payment reduction for voids and PGAB content and density will be based upon each subplot (500 tons) of production as specified in Subsections 401.162, 401.163, 401.164, and 401.165. The Contractor may request one retest for each failing subplot for core density only. The original core density and the recut core density shall be averaged together to determine payment for the subplot. No retest will be allowed for voids or

asphalt content. The Contractor shall pay \$250.00 for each additional core tested. Pavement restoration will not be measured separately for payment but shall be incidental to the respective pay item.

401.13 Preparation of Aggregates

The Contractor shall add water to the aggregates as required to maintain a minimum total aggregate moisture content of 3 percent. The Contractor shall mix the lime uniformly with the aggregate before introducing the aggregate into the dryer or dryer drum. Hydrated lime introduction systems must be controlled by a proportioning device to the amount required on the JMF plus or minus 0.1% of the target.

The Contractor shall add lime to the aggregate by one of the following methods:

- A. The Contractor shall add lime to the combined cold feed aggregate using an enclosed in-line cold feed mechanical pugmill mixer. The Contractor shall use a twin-shaft, continuous mixing pugmill with mixing paddles to thoroughly blend the lime with the aggregate. The Contractor shall adjust the retention time of the mixture in the pugmill so no unmixed lime is visible after the lime and aggregate exit the pugmill.
- B. The Contractor shall add lime to the combined cold feed aggregate by introducing the lime between aggregate layers as the aggregate flows from the cold feed bins. The Contractor shall thoroughly mix the lime and aggregate on the conveyor belt. The Contractor shall provide a lime introduction system so that no unmixed lime is visible before the lime and combined aggregate enter the drum.

The cold storage for hydrated lime shall be a separate bulk storage bin with a vane feeder or other approved feeder system which can be readily calibrated. The system shall provide a means for convenient sampling of the hydrated lime additive and verifying the quantity of lime dispensed. If the hydrated lime is to be introduced directly into the plant then the additive equipment shall be synchronized with the cold feed controls to operate concurrently with the cold feed operation. The system will be configured to automatically adjust the hydrated lime feed to variations in the cold aggregate feed. The hydrated lime system shall have out-of-tolerance sensing ability by weight, and have a means to indicate the out-of-tolerance condition.

401.14 Mixing

Hydrated lime shall be added into the HMA aggregate mixture prior to the aggregate blend mixing with the PGAB. Aggregate feed rate, or pugmill mixing times shall be adjusted to ensure complete blending of Hydrated Lime and aggregate before the PGAB is added.

401.18 Quality Control

The Contractor shall provide a written supplement to the project specific QCP outlining the proposed methods of adding and mixing the hydrated lime for approval by the Authority. This written summary shall also provide information describing how the Contractor will perform quality control on the addition of hydrated lime, specifically the method of introduction and how the lime use will be measured to assure that the specified percentage is consistently added, and appropriately mixed. The supplemental QCP covering hydrated lime introduction shall be provided to the Authority at least one week prior to the prepave meeting.

SPECIAL PROVISIONSECTION 403HOT MIX ASPHALT PAVEMENT403.01 Description

This work shall also consist of the construction, maintenance and removal of all temporary bituminous ramps at locations as shown on the Plans or as directed by the Resident.

403.02 General

The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. The Performance Graded Asphalt Binder (PGAB) shall be polymer modified as detailed in this special provision and shall conform to the requirements of AASHTO M 332 (including Appendix 1). The PG64E-28 Binder shall contain a minimum of 2.25% Styrene-Butadiene-Styrene (SBS) polymer {BWT} in a homogeneous blend with a minimum average percent recovery of 75% as determined by AASHTO T350 @ 3.2 kPA (R3.2) on RTFO residue at 64°C to assure significant polymer load and performance. The stability of the modified binder shall be verified in accordance with ATSM D7173 using the Dynamic Shear Rheometer (DSR). The DSR $G^*/\sin(\delta)$ results from the top and bottom sections of the ATSM D7173 test shall not differ by more than 10%. The results of ASTM D7173 shall be included on the Certified Test Report.

When required PG70E-34 Binder shall be modified with Styrene-Butadiene-Styrene (SBS) polymer {BWT} in a homogeneous blend with a minimum average percent recovery of 75% as determined by AASHTO T350 @ 3.2 kPA (R3.2) on RTFO residue at 70°C to assure significant polymer load and performance. The stability of the modified binder shall be verified in accordance with ATSM D7173 using the Dynamic Shear Rheometer (DSR). The DSR $G^*/\sin(\delta)$ results from the top and bottom sections of the ATSM D7173 test shall not differ by more than 10%. The results of ASTM D7173 shall be included on the Certified Test Report.

403.03 Construction

All areas which have been milled or overlaid shall have a minimum length temporary ramp constructed as determined by the Resident at the milled or overlaid limits prior to opening the roadway to traffic. Temporary ramps shall be constructed using the same material as being placed on that day or as directed by the Resident. All temporary ramps are to be constructed on a sand joint. The Contractor shall be responsible for all repairs and maintenance required for the temporary ramps.

The Contractor shall be responsible for the layout of the longitudinal centerline between the travel lanes.

The sand and loose debris adjacent to the median guardrail shall be removed and disposed of by the Contractor off of Turnpike property.

The forty-five degree pavement safety edge needed between adjacent lanes shall be incidental to the 202 pay items.

403.04 Method of Measurement

The construction and removal of temporary ramps on sand joints, and maintaining the ramps will not be measured separately for payment, but shall be incidental to Items 403.

The removal of sand and loose debris will not be measured separately for payment, but shall be incidental to paving items.

Hot Mix Asphalt, 12.5 mm (Polymer Modified) pavement with (up to) 15% RAP, placed as a wearing surface will be measured under Item 403.2081 Hot Mix Asphalt, 12.5 mm (Polymer Modified) - RAP.

403.05 Basis of Payment

Hot Mix Asphalt, 12.5 mm (Polymer Modified) pavement with (up to) 15% RAP, placed as a wearing surface will be paid under Item 403.2081 Hot Mix Asphalt, 12.5 mm (Polymer Modified) – RAP.

The following pay items are added:

<u>Pay Item</u>		<u>Pay Unit</u>
403.2081	Hot Mix Asphalt, 12.5 mm (Polymer Modified) – RAP	Ton

SPECIAL PROVISIONSECTION 403HOT MIX ASPHALT PAVEMENT

Course	HMA Grading	Item Number	Total Thickness	No. of Layers	Complimentary Notes
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Ramp A & NB Off Ramp– Full Constuction

Wearing	12.5mm	403.2081	1.5”	1	A,D,F,H,I,J,K
Intermediate	12.5mm	403.213	1.5”	1	C,I
Base	19.0mm	403.207	2.5”	1	C,I

Mainline Shoulder Reconstruction

Wearing	12.5mm	403.2081	1.5”	1	A,D,F,H,I,J,K
Intermediate	12.5mm	403.213	1.5”	1	C,I
Base	19.0mm	403.207	2.5”	1	C,I

Mainline – Mill and Overlay in Gore

Wearing	12.5mm	403.208	1.5”	1	A,D,F,I,J,K
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NB Off Ramp – Mill and Overlay

Wearing	12.5mm	403.208	1.5”	1	A,D,F,I,J,K
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Route 9/126 – Mill, Shim and Overlay

Wearing	12.5mm	403.208	1.5”	1	C,I
Base	19.0mm	403.207	2.5”	1	C,I
Shim	9.5mm	403.211	Varies	1	C,I

Course	HMA Grading	Item Number	Total Thickness	No. of Layers	Complimentary Notes
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Park and Ride Entrance

Wearing	12.5mm	403.208	1.5"	1	C,I
Intermediate	12.5mm	403.213	1.5"	1	C,I
Base	19.0mm	403.207	2.5"	1	C,I

Existing Ramp (10+73 to 13+19)

Wearing	12.5mm	403.208	1.5"	1	C,I
Intermediate	12.5mm	403.213	1.5"	1	C,I
Base	19.0mm	403.207	2.5"	1	C,I

Raised Islands

Wearing	9.5mm	403.209	2.0"	2	C
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COMPLEMENTARY NOTES

- A. The required PGAB for this mixture shall be **64E-28**.
- B. RAP may not be used.
- C. The Maine DOT will conduct the job mix verification. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. Minimum and Maximum PGAB content limits from 401.21 shall not apply.
- D. The MTA will conduct the job mix verification. The aggregate qualities shall meet the design traffic level of 10 to <30 million ESALS for mix placed under this contract. The design verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**. (N design)
- E. A material transfer vehicle (MTV) shall be used for the placement of Hot Mix Asphalt wearing surface on all roadways including acceleration and deceleration lanes and all ramps.
- F. Joints shall be constructed as the “notched wedge” type in accordance with Subsection 401.17.
- G. Joint density will be measured in accordance with Subsection 401.165.
- H. PGAB shall conform to the provisions of 403.02 – Polymer Modified PGAB for HMA

- I. The contractor shall furnish a quality control technician equipped with an approved densometer to ensure density requirements are met.
- J. Hydrated Lime shall be incorporated into the mixture.
- K. The antistrip additive Zycotherm SP manufactured by Zydex Industries shall be incorporated into the PGAB at a rate of 0.1%.

SPECIAL PROVISION

SECTION 409

BITUMINOUS TACK COAT

409.01 Description

This Subsection is deleted and replaced with the following:

This work consists of furnishing and applying one uniform application of Emulsified Asphalt RS-1 or RS-1h conforming to the specifications of AASHTO M-140. The application rate shall be 0.04 gal/yd²

409.05 Equipment

Add “or as determined by the Resident”, after the words “gal/yd²” in the fourth line of the second paragraph of this Subsection.

409.06 Preparation of Surface

The following paragraph is added:

All existing pavement and shoulder areas on which bituminous concrete mixtures are to be placed shall receive a tack coat. The surface area where the tack coat is to be applied shall be dry and cleaned of all dirt, sand, and loose material. Cleaning shall be accomplished by use of revolving brooms or mechanical sweepers. Undesirable material not removed by the above means shall be cleaned by hand sweeping or scraping, or a combination of both. Small areas otherwise inaccessible may be swept with hand brooms. The tack coat shall be applied only when the existing surface is dry.

409.08 Method of Measurement

The following paragraphs are added:

Measurement will be based on delivery slips made out in duplicate by the Contractor and signed by the Resident, or his representative, at the point of delivery. One of these slips shall be retained by the Resident and one by the Contractor. Delivery slips shall be furnished by the Contractor and shall provide space for identifying the vehicle and driver, for stating the volume of

material carried, the source of the material, the date, and the Resident or his representative's signature.

Material included in the delivery slips and not used or rejected shall be deducted from the amount being measured for payment. Each day's delivery slips shall be reconciled by the Contractor and the Resident within 24-hours.

Cleaning of the surface area where tack coat is to be applied shall be incidental to Item 409.152, Bituminous Tack Coat - Applied.

409.09 Basis of Payment

The following pay items are added:

<u>Pay Item</u>	<u>Pay Unit</u>
409.15 Bituminous Tack Coat RS-1 or RS1h– Applied	Gallon

SPECIAL PROVISION

SECTION 419

SAWING AND SEALING JOINTS IN BITUMINOUS PAVEMENT

(Sawing Bituminous Pavement)

419.01 Description

This work consists of sawing bituminous concrete pavement as shown on the Plans, as specified herein or as approved by the Resident.

419.02 General

The bituminous concrete pavement to be sawed shall be accurately marked before cutting. The marking shall be in accordance with the locations as shown on the Plans or as approved by the Resident. Cutting shall be with an approved power driven saw with an abrasive blade.

Unless otherwise noted or directed, the sawcut shall be vertical, a minimum of 3/8 inch wide, and extend to the depth as shown on the Plans.

Residue or debris from the sawing operation shall be removed immediately and legally disposed of by the Contractor.

419.03 Method of Measurement

Sawing Bituminous Pavement will be measured by the linear foot of pavement actually cut and accepted. No additional payment will be made for variations in the pavement thickness.

419.04 Basis of Payment

Sawing Bituminous Pavement will be paid for at the Contract unit price per linear foot which shall be full compensation for all materials, tools, equipment labor, and all incidentals necessary for the completion of the work to the satisfaction of the Resident. The disposal of sawcut residue shall be incidental to this item.

Payment will be made under:

Pay Item

Pay Unit

419.30 Sawing Bituminous Pavement

Linear Foot

SPECIAL PROVISION

SECTION 526

CONCRETE BARRIER

(Temporary Concrete Barrier Type I - Supplied by Authority)

526.01 Description

The following paragraphs are added:

This work shall consist of loading, transporting, setting, resetting, removing, transporting and stacking Temporary Concrete Barrier Type I – Supplied by Authority. The barrier shall have attachments allowing individual sections to be connected into a continuous barrier.

The work also includes supplying connecting pins and furnishing and mounting retro-reflective delineators, per Subsection 526.02 and 526.03.

Concrete barriers supplied by Authority shall be available at the following location(s):

<u>Maintenance Area</u>	<u>Linear Feet of Barrier</u>
West Gardiner Maintenance Area Mile 100.3 Northbound	900 LF

Upon substantial completion of work, the Contractor shall remove and transport the barrier back to its maintenance area of origin. All barrier shall be returned, sorted and stacked according to type in locations directed by the project Resident or maintenance area foreman.

526.02 Materials

The following paragraphs are added:

- e. Delineators shall be bi-directional with a minimum effective reflective area of eight square inches as approved by the Resident. The reflectors shall be methyl methacrylate and the housing of acrylonitrile butadiene styrene. Color shall be in accordance with the MUTCD.

526.021 Acceptance

The Resident shall have the authority to accept or reject all Temporary Concrete Barrier Type I – Supplied by Authority used on the Project that does not meet the requirements of this specification

526.03 Construction Requirements

The following paragraphs are added:

The Contractor shall notify the Resident prior to the scheduled pick-up and delivery of concrete barrier. No barrier shall be removed from or stacked at the Turnpike Maintenance Area without approval of the Resident.

The Contractor shall move and place barrier-utilizing methods that will not damage the barrier. Barrier that is damaged by the Contractor by failing to use proper methods shall be replaced by the Contractor at no additional cost to the Maine Turnpike Authority.

Concrete barrier supplied by the Authority consists of several different styles. Not all barriers may be compatible. The Contractor shall utilize caution when setting barrier to use identical barrier types as adjacent barrier. Non-compatible barrier that cannot be attached together shall be overlapped by a minimum of 10 feet with the blunt end on the non-traffic side of the barrier. This work will not be measured separately for payment, but shall be incidental to the concrete barrier.

Concrete barrier placed at roadway low points shall be shimmed on 1” by 2” by 2’ long wood planks to allow drainage to pass under the barrier. In addition, the Resident may direct the Contractor to shim the concrete barrier at other locations to provide for proper roadway drainage. All labor, material, and equipment necessary to shim the barrier will not be measured separately for payment, but shall be incidental to the Concrete Barrier.

The removal of concrete barrier from adjacent to the travel lane may be conducted without a lane closure if it is accomplished in accordance with the following requirements:

1. Barrier is removed from the trailing end and the workmen and equipment involved in the operation are always behind the barrier. No workmen or equipment shall enter the travel lane.
2. Barrier shall be dragged away from the travel lane to at least a 30-degree angle by the use of a cable.
3. Barrier shall be lifted no more than six inches while within 10 feet of the travel lane.

Retro-Reflective Delineators shall be mounted as follows:

4. One on top of each barrier.
5. One on the traffic side of every barrier used in a taper.
6. One on the traffic side of every other barrier at regularly spaced intervals and locations.
7. Delineators shall be installed on both sides of the barrier if barrier is used to separate opposing traffic.
8. Delineators shall be physically adhered so as to withstand the force of throw from a snow plow.
9. If more than 25% of delineators in any 50 foot section of barrier fall off for any reason, the Contractor will be responsible for reinstalling all the delineators in that run at that their own cost.
10. Contractor is required to submit the installation method for review and approval to the Resident.

526.04 Method of Measurement

The following paragraphs are added:

Temporary Concrete Barrier Type I – Supplied by Authority shall be measured for payment by the lump sum.

The loading, transporting, setting, resetting, removing, transporting, sorting and stacking of the barrier, the furnishing, installation and maintenance of the barrier delineators, and furnishing and installing connector pins will not be measured separately for payment, but shall be incidental to the cost of the Barrier. Temporary storage of Concrete Barrier between construction phases, if required, will not be measured separately for payment, but shall be incidental to the cost of the Barrier. All equipment required to load, unload, transport and stack Concrete Barrier shall be supplied by the Contractor.

Any Barrier lost or damaged by the Contractor shall be replaced by the Contractor at no additional cost to the Authority.

526.05 Basis of Payment

The fifth paragraph is deleted and not replaced.

The following paragraphs are added:

Temporary Concrete Barrier Type I – Supplied by Authority will be paid for at the Contract lump sum price, complete in place. Such payment shall be full compensation for loading, transporting, setting, resetting, temporary storage, removing, transporting and stacking at the area designated, furnishing all materials, and all other incidentals necessary to complete the work.

Temporary Concrete Barrier Type I – Supplied by Authority and all connecting pins shall remain the property of the Authority, and shall be returned to the Turnpike Maintenance Area as designated in Subsection 526.01.

Payment of Concrete Barrier shall be based on a percentage of the work accomplished during that pay period.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
526.306	Temporary Concrete Barrier, Type I – Supplied by Authority	Lump Sum

SPECIAL PROVISION

SECTION 527

ENERGY ABSORBING UNIT

(Work Zone Crash Cushion)

527.01 Description

The first paragraph is deleted in its entirety and replaced with the following:

The Contractor shall furnish and install work zone crash cushions where shown on the Plans, as specified herein, in Special Provision 652, or as approved by the Resident. Work zone crash cushions are required at each exposed end of temporary concrete barrier or guardrail.

The exposed end of the concrete barrier within 30 feet of the mainline travel lane shall be protected at all times. Barrier shall not be reset until after the work zone crash cushion(s) has been set to protect the exposed end of the barrier.

527.02 Materials

The following paragraph is added:

Only work zone crash cushions meeting the NCHRP Report 350 TL-3 crash test requirements may be used on the turnpike and local roadways with posted speeds of 45 MPH or greater. Work zone crash cushions meeting the NCHRP Report 350 TL-2 crash test requirements may be used on local roadways with posted speeds of 40 MPH or less. The Contractor shall provide the Resident with documentation of the proposed work zone crash cushion's NCHRP Report 350 Crash Test Results prior to installation at the jobsite.

527.03 Construction Requirements

The following is added to the end of the first paragraph:

The design speeds for work zone crash cushions shall be 45 mph for local road and 70 mph for turnpike roadways unless otherwise noted on the Plans.

527.04 Method of Measurement

Work Zone Crash Cushions used to protect exposed ends of guardrail for steel girder erection will not be measured separately for payment, but shall be included under the Maintenance of Traffic for Steel Girder Erection item.

527.05 Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
527.341 Work Zone Crash Cushions – TL-3	Unit

SPECIAL PROVISION

SECTION 603

PIPE CULVERTS AND STORM DRAINS

(Reinforced Concrete Pipe)
(Concrete Collar)
(Corrugated Polyethylene Pipe)

603.01 Description

The following paragraphs are added:

This work shall also consist of furnishing and installing Class III or Class V reinforced concrete pipe at the locations as shown on the Plans or as approved by the Resident.

This work also consists of furnishing and installing a concrete collar to join existing concrete pipe to the proposed concrete or Corrugated High Density Polyethylene (HDPE) pipe in accordance with the details as shown on the Plans. The Contractor shall note that the concrete pipe ends may be of different sizes and may not fit snugly together.

This work shall also consist of furnishing and installing various sizes of corrugated HDPE pipe, including a dual wall adaptor fitting by Hancor or an approved equal as shown on the plans. No other pipe types within the Option III alternatives will be accepted.

603.02 Materials

All Corrugated High Density Polyethylene (HDPE) pipe for storm water and drainage systems shall meet the requirements of Subsection 706.06.

603.11 Method of Measurement

The following paragraph is added:

The Concrete Collar shall be measured by each unit installed, complete in place and accepted. This shall be full compensation for furnishing labor and materials to construct a Concrete Collar to connect the existing and proposed pipe ends in a working like manner.

Dual Wall Adapter Fitting shall be included for payment as three additional linear feet of the largest pipe involved.

603.12 Basis of Payment

Concrete Collars will be paid for at the Contract unit price each regardless of the size of the existing and proposed pipes.

Corrugated HDPE pipe will be paid for under the appropriate sized Culvert Pipe Option III pay items

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
603.155	12 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.165	15 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.1653	15 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.175	18 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.1753	18 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.195	24 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.1953	24 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.205	30 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2053	30 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.215	36 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2153	36 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.225	42 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2253	42 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.235	48 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2353	48 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.245	54 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2453	54 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.255	60 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2553	60 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.265	66 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2653	66 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.275	72 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2753	72 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.155	12 Inch Reinforced Concrete Pipe – Class III	Linear Foot
603.28	Concrete Collar	Each

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(31" W-Beam Guardrail – Mid-way Splice (8' Steel Posts, 8" Offset Blocks, Single Faced))
(31" W-Beam Guardrail – Mid-way Splice (8' Steel Posts, 8" Offset Blocks, Double Faced))

606.01 Description

The section is amended by the addition of the following:

This work shall consist of furnishing and installing guardrail components the required locations in accordance with the Specifications and in reasonably close conformity with the lines and grades shown on the Plans. The types of guardrail are designated as follows:

31" W-Beam Guardrail – Mid-way Splice (8' Steel Posts, 8" Offset Blocks)

606.02 Materials

The section is amended by the addition of the following:

Steel posts shall be 8 feet long as specified in the plans.

The guardrail elements shall be per the Components' List found on Sheet No. 2 of 2 of draft Drawing SGR47 – 31" W-Beam Guardrail with Standard 8" Offset Block in the Task Force 13 Report noted above and/or as noted in the Contract Documents unless noted otherwise.

606.04 Rails

The section is amended by the addition of the following:

Height of top of rail shall be 31" measured from final grade. Height transition from 31" W-Beam, mid-spliced guardrail to existing guardrail shall occur over a 25' length.

606.08 Method of Measurement

The section is amended by the addition of the following:

31” W-Beam Guardrail – Mid-way Splice (8’ Steel Posts, 8” Offset Blocks) will be paid for at the contract unit price per linear foot of rail satisfactorily installed and accepted.

606.09 Basis of Payment

The section is amended by the addition of the following:

The accepted quantity of 31” W-Beam Guardrail – Mid-way Splice (8’ Steel Posts, 8” Offset Blocks) will be paid for at the contract unit price per linear foot of rail and shall be full compensation for furnishing all labor, equipment and materials necessary to complete the work. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301 31” W-Beam Guardrail – Mid-way Splice (8’ Steel Posts, 8” Offset Blocks, Single Faced)	Linear Foot
606.1302 31” W-Beam Guardrail – Mid-way Splice 8’ Steel Posts, 8” Offset Blocks, Double Facec)	Linear Foot

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(31" W-Beam Guardrail – Mid-way Splice Flared Terminal)

606.01 Description

The following sentences are added:

This work shall consist of furnishing and installing a MFLEAT (MASH-compliant Flared Energy Absorbing Terminal) for use with the 31" W-Beam Guardrail – Mid-way Splice (7' Steel Posts, 8" Offset Blocks, Single Faced) as manufactured by Road Systems, Inc., 3616 Old Howard County Airport Road, Big Spring, Texas 79720, (432) 263-2435, and retroreflective adhesive sheeting in accordance with these Specifications and the manufacturer's installation instructions, and in reasonably close conformity with the lines and grades as shown on the Plans or as approved by the Resident.

606.02 Materials

The following sentence is added:

31" W-Beam Guardrail – Mid-way Splice Flared Terminal components shall be comprised of those shown in the manufacturers installation instructions. 8" blocks shall be used.

Reflective sheeting shall meet the requirements of Subsection 719.01, Reflective Sheeting – minimum ASTM Type XI; 3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4000 or approved equal, color white.

The following Subsections are added:

606.045 Offset Blocks

8" Non-wood offset blocks shall be used.

606.035 Construction Requirements

The Contractor shall submit a set of installation drawings to the Resident for approval. The system shall be installed in accordance with the manufacturer’s recommendation and the installation drawings.

A reflective adhesive sheeting shall be applied to the nose of the MFLEAT System after installation.

606.041 Reflective Sheeting

The color for the reflective sheeting shall be silver (white) when installed on the right shoulder and shall be black chevron on yellow background only when installed on the left shoulder.

606.08 Method of Measurement

The second paragraph is amended by the addition of: “31” W-Beam Guardrail – Mid-way Splice Flared Terminal, ” after the words “Terminal section, ”.

606.09 Basis of Payment

The first paragraph is amended by the addition of: “31” W-Beam Guardrail – Mid-way Splice Flared Terminal, ” after the words “Terminal section, ”.

The second paragraph is amended by the addition of: “, 31” W-Beam Guardrail – Mid-way Splice Flared Terminal, ” after the words “NCHRP 350 end treatments ”.

The retroreflective sheeting will not be measured separately for payment, but shall be incidental to the 31” W-Beam Guardrail – Mid-way Splice Tangent Terminal item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1307 31” W-Beam Guardrail – Mid-way Splice Flared Terminal	Each

SPECIAL PROVISIONSECTION 606GUARDRAIL

(Reflectorized Beam Guardrail Delineator)

606.01 Description

The following paragraphs are added:

Reflectorized beam guardrail delineators shall be installed on existing guardrail to remain in place, guardrail noted to be removed, modified and reset (single and/or double rail) or new guardrail, at the locations noted on Maintenance of Traffic plans or as approved by the Resident. The delineators shall be installed prior to traffic being shifted closer to the identified guardrail run. The color for the reflective sheeting shall be silver (white) when installed on the outside shoulder and yellow when installed on the inside shoulder.

Reflectorized beam guardrail delineators shall be mounted as follows:

1. Delineators on guardrail adjacent to a shifted detour should be spaced every other guardrail post and located at the bolt in the valley of the guardrail beam.
2. On existing steel bridge rail, the delineators shall be mechanically attached towards the top, every 10 feet, and bottom, every 20 feet. Delineators shall also be mechanically attached in a similar pattern to concrete endposts that are 10 feet or longer.
3. If more than 25% of delineators in any 50 feet of guardrail, bridge rail, or endposts fall off for any reason, the Contractor will be responsible for reinstalling all delineators in that run at that their own cost.
4. In no instance shall delineators be installed on guardrail which deviates substantially from the alignment (horizontal or vertical) of the roadway or which is located more than eight feet from the edge of pavement.
5. On Tangents, mount delineators every 62.5-feet or every 10th post.
6. On Curves, mount delineators every 31.25-feet or every 5th post.

Exceptions and/or modifications will only be made with the approval of the Resident.

Contractor is required to submit installation method for review and approval to the Resident.

606.02 Materials

The fourth paragraph is deleted and replaced with the following:

The reflectorized beam guardrail delineators shall be fabricated from galvanized steel.

Reflective sheeting shall meet the requirements of Subsection 719.01, Reflective Sheeting – minimum ASTM Type XI; 3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4000 or approved equal.

606.08 Method of Measurement

The following paragraph is added:

Reflectorized Beam Guardrail Delineators will be measured by each unit of the kind specified and installed. Maintenance and replacement of delineators will not be measured separately for payment unless otherwise approved by the Resident.

606.09 Basis of Payment

The second and third sentences in the first paragraph are deleted and replaced with the following:

Reflectorized Beam Guardrail Delineators will be paid for at the Contract unit price each when installed on existing guardrail, complete in place, which price shall be full payment for furnishing and installing all components and for all incidentals necessary to complete the installation. Reflectorized Beam Guardrail Delineators will not be paid for on new guardrail.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.352 Reflectorized Beam Guardrail Delineator	Each

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(Underdrain Delineator Post)
(Delineator Post – Remove and Reset)
(Delineator Post - Remove and Stack)

606.01 Description

The following paragraphs are added:

This work shall also consist of furnishing and installing new delineator posts and/or removing and resetting and/or removing and stacking existing delineator posts within the Contract limits at the West Gardiner Maintenance Facility at Mile Marker 102 North/Southbound. The existing reflectorized delineator panels shall be removed and replaced with new reflectorized delineator panels as required by the Resident.

Existing and new delineator posts shall be located as follows, with the indicated panel:

Outside Shoulder:

- One at guardrail trailing ends (green delineator).
- Two at guardrail approach ends (one red delineator on first post and one red delineator on angle points.)

Median:

- One at guardrail trailing ends (green delineator, facing traffic).
- Two at guardrail approach ends (one red delineator on first post of CAT units, green on guard rail side, red on median opening side; and one red (both sides) delineator at angle point.)
- One at all other median guardrail angle points (red on both sides)

Other Locations:

- One at culvert outlets (green delineator).
- Twenty per mile evenly spaced at the edge of outside shoulder (white delineator).
- One at electrical junction boxes not associated with another item (red delineator).

- One at communication only junction boxes not associates with another item(orange delineator).

Delineator posts that do not exist in the locations described above, shall be supplied and installed by the Contractor. The installation of the delineator post shall include the demountable reflectorized delineator panel.

White edge delineators shall not be installed on any portion of the widened shoulder for Guardrail 350 Flared Terminal installations, and shall not be installed behind the Guardrail 350 Flared Terminal rail segments.

606.02 Materials

The following paragraphs are added:

Non-guardrail Delineator Posts shall conform to Subsection 606.02 paragraph 3.

The seventh through ninth sentences of the fourth paragraph are deleted and replaced with the following:

Reflectorized flexible guardrail markers shall be a minimum of 2-inches in diameter, a maximum of 36" in length, ovalized at the top of the post to allow application of 3 inch by 9 inch high intensity reflective sheeting, and shall be capable of recovering from repeated impacts. The flexible guardrail delineator markers shall be grey and capped at the top with a flexible rubber cap; Safe-Hit Flexible Guardrail Delineator or approved equal. Reflective material shall meet the requirements of ASTM Type IX Diamond Grade VIP (Visual Impact Performance).

The demountable reflectorized delineator panels shall meet the material requirements of Subsection 719.06. The delineator panel shall be rectangles measuring 9" x 3".

606.03 Posts

The following paragraphs are added:

The top of delineator posts shall be installed 4' - 6" (54")) above edge of pavement elevation. Delineators shall be installed four feet from edge of pavement except those delineating end treatments, culverts and electrical items.

Mile marker posts shall be mounted on breakaway supports. The bottom of the sign shall be 5' - 0" (60") above the pavement at the solid white line and shall be offset five feet from the edge of pavement.

A mock-up of the guardrail delineator posts shall be submitted to the Resident for approval prior to installation.

Any materials damaged by the Contractor's operations shall be replaced at no additional cost to the Authority.

Top of the delineator panel shall be flush with the top of post.

606.08 Method of Measurement

The following paragraphs are added:

Delineator Posts shall be measured by each unit satisfactorily installed. Delineator Post-Removed and Reset will be measured by each unit satisfactorily removed and reset. Delineator Posts Removed and Stacked will be measured by each unit satisfactorily removed and stacked.

Mile Marker post shall be measured for payment as Delineator Post. The breakaway supports shall be incidental to the Underdrain Delineator Post pay item.

606.09 Basis of Payment

The following sentences are added:

The accepted quantity of Delineator Posts will be paid for under the Underdrain Delineator Post item, at the Contract unit price per each which price shall be full compensation for the post and specified delineator or mile marker panel, complete in place.

The accepted quantity of Delineator Post - Removed and Reset will be paid for at the Contract unit price each, which price shall be full compensation for removing and resetting the delineator panel or mile marker panel and post and all incidentals necessary to complete the work.

The accepted quantity of Delineator Posts Removed and Stacked will be paid for at the Contract unit price each, which price shall be full compensation for removing and stacking delineator panel or mile marker panel and posts and all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
606.356	Underdrain Delineator Post	Each
606.3561	Delineator Post - Remove and Reset	Each
606.3562	Delineator Post - Remove and Stack	Each

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(Guardrail – Remove and Stack or Dispose)

606.01 Description

The following paragraph is added:

This work shall consist of removing and stacking or disposing of existing single and double guardrail elements, component parts and hardware as approved by the Resident. The Resident shall designate which existing guardrail shall be stacked and which existing guardrail shall be disposed of. Guardrail to be stacked shall be transported and delivered to the West Gardiner Maintenance Area. All remaining existing unsuitable guardrail elements, posts, component parts and hardware shall become the property of the Contractor and shall be removed from turnpike property. The Contractor shall provide the Resident with an affidavit stating the final location of all disposed material and that the material was disposed of in accordance with the Maine Department of Environmental Protection Solid Waste Regulations

606.8 Method of Measurement

The following paragraph is added:

Guardrail – Remove and Stack or Dispose will be measured on a linear foot basis of guardrail satisfactorily Removed and Stacked or Disposed, whether single rail or double rail. Double twisted end sections will be measured for payment on a linear foot basis as 25 feet of guardrail removed.

606.9 Basis of Payment

The following paragraphs are added:

The accepted quantity of Guardrail - Remove and Stack or Dispose will be paid for at the Contract unit price bid per linear foot, which price shall be full compensation for removing, stacking, transporting, and/or disposing all guardrail elements, component parts and hardware, equipment, labor and all incidentals necessary to complete the work. No additional payment will

be made for double rail. Stockpiling existing rail elements, posts, and component parts will not be measured separately for payment, but shall be incidental to Item 606.3631.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
606.3631	Guardrail – Remove and Stack or Dispose	Linear Foot

SPECIAL PROVISION

SECTION 610

STONE FILL, RIPRAP, STONE BLANKET AND STONE DITCH PROTECTION

(Temporary Stone Check Dams)

610.01 Description

Paragraph (g) is added as follows:

(g) Stone Check Dams – Machine placed stone, including the placement, removal and storage of the stone used for temporary stone check dams.

610.032.e. Stone Check Dams

The following paragraph is added:

Stone check dams shall be constructed in accordance with the details as shown on the Plans, detailed in the MaineDOT's latest Best Management Practices, or as approved by the Resident. The stone shall be placed in one operation without special handling or handwork except to create a low point along the top gradient above the ditch flow lines.

The following Subsection is added:

610.033 Removing Stone

The stone for temporary stone check dams shall be removed after vegetation has been established in the ditches as approved by the Resident.

Any damage to the slopes and ditches caused by the removal of the stone check dams shall be repaired by the Contractor at his own expense.

The area directly under the temporary stone check dams shall be loamed, seeded and mulched immediately after the removal of the stone check dams. The loam, seed and mulch will be measured for payment under the appropriate pay items.

Stone used for temporary stone check dams shall be removed and stored and shall become the property of the Contractor at the completion of the Project.

The following Subsection is added:

610.034 Maintenance

Stone check dams shall be maintained by the Contractor. Sediment deposits behind check dams shall be removed when the depth of sediment reaches 50 percent of the check dam height.

610.05 Method of Measurement

The following paragraphs are added:

Stone for Temporary Stone Check Dams will be measured by the cubic yard complete in place. The removal and storage of the stone will not be measured separately for payment, but shall be incidental to the Temporary Stone Check Dam item. This shall include the transporting and unloading of the stone. If this stone is reused on the Project, it will be measured separately for payment under the appropriate pay item.

The removal and disposal of sediment from behind the Temporary Stone Check Dams will not be measured separately for payment, but shall be incidental to the Temporary Stone Check Dam pay item.

610.06 Basis of Payment

The following sentences are added:

The accepted quantities of stone for Temporary Stone Check Dams will be paid for at the Contract unit price per cubic yard.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
610.181	Temporary Stone Check Dam	Cubic Yard

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.

SPECIAL PROVISION

SECTION 619

MULCH

(Mulch – Plan Quantity)
(Temporary Mulch)

619.01 Description

The first paragraph is modified by the addition of the following:

“as a temporary or permanent erosion control measure” after the word “mulch”.

Add the following sentence at the end of the first paragraph:

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.

610.06 Method of Measurement

The following sentence is added:

Temporary Mulch will be paid for by the lump sum.

656.10 Basis of Payment

Temporary Mulch will be paid for at the Contract price per lump sum which shall be full compensation for furnishing and spreading the Temporary Mulch 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:

<u>Pay Item</u>		<u>Pay Unit</u>
619.1201	Mulch – Plan Quantity	Unit
619.1202	Temporary Mulch	Lump Sum

SPECIAL PROVISION

SECTION 626

FOUNDATIONS, CONDUIT, AND JUNCTION BOXES
FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS

626.031 Conduit

The third paragraph shall be deleted and replaced with:

All junction or pull boxes shall be vehicle rated with a minimum design load of 22,000lbs and installed as shown on the plans. Junction boxes for the traffic signal and communication conduit associated with the project shall be polymer concrete as manufactured by QUAZITE® a division of Hubbell Power Systems, or an approved equal. The boxes shall be 36" x 24" and 21" deep. The words TRAFFIC SIGNAL or COMMUNICATION shall be stamped on the cover as noted in the Plans or directed by the Resident. All existing junction boxes in useable condition shall be removed and stacked as directed by the Resident Engineer.

Junction boxes for the electrical associated with highway lighting shall be polymer concrete as manufactured by QUAZITE® a division of Hubbell Power Systems or an approved equal. The boxes shall be 18" x 11" and 18" deep. New boxes shall have the word LIGHTING stamped on the cover as noted in the Plans or directed by the Resident. The boxes shall have a 15,000-lb. load rating.

The fourth paragraph shall be deleted and replaced with:

Where conduits enter exposed junction boxes, they shall be sloped to drain towards the conduit entrance holes, unless otherwise directed. All conduit ends in exposed junction boxes or in concrete foundations shall be fitted with bell ends. Weep holes of ¼ inch diameter shall be placed in all pull boxes, junction boxes, and fuse boxes. A 3-inch PVC drain pipe shall be installed projecting 3" into the gravel bedding and extend until daylight at a minimum of 0.5% slope draining away from the junction box.

626.033 Polyvinylchloride Conduit Installation

The following paragraph shall be added:

Exposed conduit shall be rigidly and securely fastened with acceptable fasteners or supports, as indicated on the plans or approved. Fasteners or supports shall not be placed more

than 6 feet apart on centers, except as otherwise authorized. Conduits shall generally be supported by an approved spacer at the point of support, so that there is an air space between the conduit and the supporting surface. Ends of conduit runs terminating in any box without a threaded hub shall be provided with a metallic locknut and insulated bushings on the inside of the box.

626.034 Concrete Foundations

The following paragraphs shall be added after the 10th paragraph:

The above grade portion of concrete foundation surfaces shall receive an application of Type 1C penetrating silane concrete sealer from the MaineDOT Qualified Products List. The application rate and method of application shall be in accordance with manufacturer's published recommendations.

On surfaces to be treated, all voids shall be filled with mortar and the entire surface shall be dressed by dry rubbing to remove marks and blemishes to present a neat appearance. The silane application shall not be done until 14 days minimum after casting. Surfaces shall be free from laitance, oil, dirt, grease, dust, curing compound or any other deleterious material. The temperature of the concrete shall be above 40 degrees F and below 90 degrees F at the time of application or per manufacturer's published recommendations.

Any concrete foundation that is damaged during placement or doesn't meet design requirements will be replaced. No repairs to the foundations will be allowed.

626.04 Method of Measurement

The following sentence is added:

Quazite junction box shall be measured by each unit in place and accepted existing or new and shall include 3-inch pvc drain pipe as shown in the plans.

Precast junction box shall be measured by each unit in place and accepted existing or new plans.

626.05 Basis of Payment

The words, "polymer concrete" shall be added after the words, "precast concrete" in the second sentence of the second paragraph.

The following sentence shall be added to the third paragraph:

Payment of non-metallic conduit shall also include furnishing, installation, routing, termination, splices and connection of the wire per the plans and specifications.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
626.121	Quazite Junction Box (36X24)	Each
626.122	Quazite Junction Box (18X11)	Each

SPECIAL PROVISION

SECTION 626

FOUNDATIONS, CONDUIT, AND JUNCTION BOXES
FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS

(Foundations)

626.01 Description

Item 626.38 – Ground Mounted Cabinet Foundation shall be used for the lighting panel and service upgrades.

SPECIAL PROVISION

SECTION 627

PAVEMENT MARKINGS

(White or Yellow Pavement Marking Line)

627.01 Description

The following sentences are added:

This work shall consist of furnishing and placing the final pavement markings at locations as shown on the Plans or as directed by the Resident.

The following sentence is added:

This work shall consist of furnishing and placing pavement marking paint and temporary pavement marking paint at locations as shown on the Plans or as directed by the Resident.

627.02 Materials

The following is added before the last paragraph:

The paint for pavement markings shall be 100% acrylic waterbase paint.

627.04 General

The following is added to the third paragraph:

Dotted white lines (DWL) shall consist of alternate 3 foot painted line segments and 9 foot gaps.

Permanent pavement marking paint shall be applied at the end of each work week prior to opening the work area to traffic or as approved by the Resident.

Temporary pavement marking paint and temporary pavement markers shall be applied daily prior to opening the work area to traffic during non-work hours or as approved by the Resident.

627.08 Removing Lines and Markings

The last sentence is deleted and is not replaced.

627.09 Method of Measurement

The second and third sentences in the second paragraph are deleted and replaced with the following:

The measurement of broken white lines, both permanent and temporary and dotted white lines, will include the gaps when painted. Temporary painted pavement marking lines will be measured for payment by the linear foot.

627.10 Basis of Payment

This Subsection is deleted and replaced with the following:

The accepted quantity of white or yellow pavement marking lines will be paid at the Contract price per linear foot. This price shall include all labor and materials to furnish, and install the paint line.

The accepted quantity of broken and dotted white pavement marking lines will be paid at the Contract price per linear foot. This price shall include all labor and materials to furnish and install the paint line.

The accepted quantity of temporary white or yellow pavement marking lines will be paid at the Contract price per linear foot. This price shall include all labor and materials to furnish, install and maintain the paint marking.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
627.712	White or Yellow Pavement Marking Line	Linear Foot

SPECIAL PROVISION

SECTION 634

HIGHWAY LIGHTING

(Highway Lighting Panel and Service Upgrades)

634.01 Description

The following paragraphs are added:

This work shall also consist of furnishing and installing highway lighting panel and service upgrades as shown in the plans, including removal of existing components.

634.028 Lighting Cabinet

The following paragraphs are added:

The lighting panelboard, circuitry, and all other components shall be enclosed within a weather tight 1/8 inch thick aluminum NEMA "P-44" type cabinet, with side and back mounting panels, a main door, and a switch compartment door on a 15" aluminum extension base. All exterior seams shall be continuously welded.

The cabinet door shall be a minimum of 80% of the front surface area and shall be hinged on the right side with a continuous hinge. The cabinet doorframe shall be flanged on all four sides with a light switch bracket located in the upper right hand corner. The latching mechanism shall be a 3-point draw roller type made of steel with a center catch. The operating handle shall have provisions for padlocking in the closed position. The main lock shall be a Corbin 1548-1 and furnished with two keys as specified by the Authority. The door shall have a gasket that forms a weather tight seal between the door and the cabinet. The lower portion of the door shall be vented with louvers on the exterior to provide 100 cfm of air flow. A filter held firmly in place by side and bottom brackets shall cover the louver vents on the door's interior. A door restraint shall be furnished to prevent door movement during windy conditions.

The exterior of the cabinet shall be natural aluminum. The interior surface of the cabinet and door, including shelves shall be painted with appliance white alkyd baked enamel paint.

The cabinet power panel shall be installed on the left side of the cabinet 8 inches up from the mounting flange. It shall have a 100-amp panel and a 60-amp main breaker and 24 circuit

breakers. A 15 amp breaker shall be used for a switched 240V LED Light Fixtures equal to Canlet LED Vaporproof, Gray, 12W, Wall Mount with Polycarbonate Globe, catalog number: 02-12-LED-W-F-OG-PCG(18). Provide panelboard with breakers and contactors as noted in the contract plans. The switched light shall be mounted on the upper right side. Provide a 480/240V AC line filter and ISLATROL series line filter and lightning/surge suppressor shall be installed on the power panel.

The cabinet trouble light shall be a stainless steel, flex shaft type, 18 inch in length with on/off switch. Trouble light shall be mounted on the right-inside of the cabinet.

The cabinet shall be furnished with a resealable plastic print holder and a set prints showing all wiring and one copy of the highway lighting drawings. Print holder shall be mounted on the inside of the door.

634.092 Method of Measurement

The following paragraphs are added:

Highway Lighting Panel and Service Upgrades shall be measured by the lump sum, complete and in place.

634.093 Basis of Payment

The following paragraphs are added:

Lump Sum payment for Highway Lighting Panel and Service Upgrades shall be full compensation for furnishing and installing the enclosure cabinet, extension base, photocell, panelboard, anchorages, bonding, grounding and ground rods, and all other hardware or incidentals required to complete the work. Lump Sum payment for Highway Lighting Panel and Service Upgrades shall also include all costs for modifications and disconnections or connections to the power source and removal and disposing of the existing light panel.

Foundations shall be paid under Ground Mounted Cabinet Foundation

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
634.1612 Highway Lighting Panel and Service Upgrades	Lump Sum

SPECIAL PROVISION

SECTION 634

HIGHWAY LIGHTING

(Conventional Light Standard with LED Fixture - Supplied by the Authority)

634.01 Description

The following paragraphs are added:

The work shall consist of verifying the voltage of existing luminaires and circuits.

The work shall consist of installing new conventional light standards with LED fixtures supplied by the Authority, including all appurtenances at locations shown.

Existing lighting shall remain operational at all. Any temporary lighting that may be needed during removing and resetting of existing light standards shall be incidental to the 634 items.

Conventional light standards with LED fixtures supplied by the Authority will be available at the MTA Sign Shop at MM 58 NB.

634.02 General

The following paragraphs are added:

All Contract work shall be overseen by a Maine licensed Master Electrician. The lead person for the field installations shall be either a Maine licensed Master Electrician, or a Maine licensed Journeyman Electrician. Apprentice Electricians, Helper Electricians, Journeyman-In-Training Electricians, and helpers may work under the Master or Journeyman Electrician as permitted under the law.

The Contractor shall comply with National Electrical Code (NFPA 70) as applicable to construction and installation of electrical cable, wire and connectors; provide electrical cable, wire and connectors, which have been listed and labeled by Underwriters Laboratories, and comply with National Electrical Manufacturers Association/Insulated Power Cable Authorities Association Standards publications pertaining to materials, construction and testing wire cable, where applicable.

At a minimum the Contractor shall provide the following field quality control:

- Prior to energizing, check wire for continuity of circuitry and for short circuits with ohmmeter type testing equipment. Correct malfunction when detected.
- Subsequent to wire hook-ups, energize circuitry and demonstrate functioning in accordance with requirements.

634.02 Materials

The following paragraphs are added:

Splices in junction boxes shall be made with Burndy UGS350ULDB Direct Burial/Submersible Splice Wire Range #12 AWG – 350KCMIL connectors for the appropriate wire count only.

This item shall include the providing and installation of all AWG XHHW grade wire for highway lighting, as described herein, including grounding wires (where applicable), for all locations called for in the plans/specifications. All wire installed in conduit must be copper and direct burial grade, suitable for wet locations. Payment for all wiring for highway lighting will be incidental to the 634 items.

634.06 Luminaires

The second paragraph is revised to read:

The connections between the luminaires and connector kits shall be made with number 10 wires AWG copper stranded XHHW, minimum size. A 14-inch-long Teflon sleeve shall be placed over each end of each conductor in the luminaire.

634.093 Basis of Payment

The following paragraphs are added:

Payment for Conventional Light Standard with LED Fixture – Supplied by The Authority will be made for the accepted quantity at the Contract unit price each. Payment shall be full compensation for loading, transporting light standards from the MTA Sign Shop at MM 58 to the project site, installing the light standard, breakaway device, bracket arm, new LED luminaire, driver, fixture mounted shorting cap at photocell receptacle, as supplied by the Authority and provide disconnect fuse kit, and all incidentals to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
634.2312 Conventional Light Standard with LED Fixture - Supplied by the Authority	Each

SPECIAL PROVISION

SECTION 645

HIGHWAY SIGNING

(Remove and Stack Sign)
(Remove and Reset Sign)

645.07 Demounting and Reinstalling Existing Signs and Poles

The following paragraphs are added:

At locations as shown on the Plans, existing ground-mounted and overhead-mounted signs are designated to be removed and stacked. This work shall consist of removing, unbolting, and stacking existing sign panels and posts at the Authority's Sign Shop along the Turnpike Northbound at MM 58 and the excavations shall be backfilled and ground restored to the satisfaction of the Resident. Sign panels shall be stacked by approximate sizes at the Sign Shop as directed by the Authority.

Access to the Authority's Sign Shop shall be from the local roadway, Blackstrap Road. No Contractor vehicles are permitted direct access to or from the Sign Shop via the Turnpike mainline. Sign panels delivered to the Authority's Sign Shop shall be unbolted in the field and disassembled into sections not greater than 100 square feet for transport to the Sign Shop, without cutting into extruded panels.

At locations as shown on the Plans, existing ground mounted signs and overhead-mounted signs are designated to be removed and reset. This work shall consist of removing the sign panels, removing and resetting or disposing of the existing support equipment (wood posts or steel supports), and resetting the sign panels onto new steel supports as required or as directed by the Resident.

Any existing signs not shown on the Plans are to remain in their existing condition unless directed otherwise by the Resident.

Steel H-beam supports salvaged to the Authority shall be labeled by size, shape, and length and stacked by approximate sizes at the Sign Shop as directed by the Authority. The label shall also note if the post has been drilled for mounting a breakaway kit (lower half) or breakaway splice plate (either lower half or upper half).

At locations as shown on the Plans, existing foundations to be removed shall be removed to a depth of 24 inches below final grade, including all concrete, reinforcing and anchor bolts. The removal of foundations shall include restoration of ground at the foundation locations.

645.08 Method of Measurement

The following sentences are added:

Removing and stacking existing signs shall be measured as complete units each removed and stacked.

Removing and resetting signs shall be measured as complete units each removed, relocated, and reset at the new location.

645.09 Basis of Payment

The following paragraphs are added:

The accepted signs Removed and Stacked shall be paid for at the Contract unit price each as specified. Such price shall include removing, disassembling, and stacking sign panels and supports at the location specified, and removing any foundations that are not reused with ground restoration as specified.

The accepted signs Removed and Reset shall be paid for at the Contract unit price each as specified. Such price shall include removing and resetting sign panels, removing and resetting or disposing of existing supports, and resetting the sign onto the new supports. Any signs or supports that are indicated to be reset or reused that are damaged by the Contractor shall be replaced by the Contractor at no additional cost to the Authority.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
645.105	Remove and Stack Sign	Each
645.109	Remove and Reset Sign	Each

SPECIAL PROVISION

SECTION 645

HIGHWAY SIGNING

(Protection of Signs with Type XI Sheeting)

645.04 Fabrication of Type I Guide Signs

The following paragraphs are added after the second paragraph in part b. Reflective Sheeting:

The Contractor and Sign Fabricator shall exercise all due caution to avoid any creases, bends, tears, punctures, or other damage to any Type XI sign sheeting, perceptible or not. Sign sheeting shall be protected at all times following application to the extruded aluminum surface. Any defect which becomes perceptible either under direct, indirect or no light conditions shall be cause for rejection of the sign panel.

Following the application of the sign legend and borders, the sign panel shall be protected from all hazards that may cause a defect to the sign sheeting (either background, legend or borders) in accordance with the manufacturer's recommendations. Fabricated signs shall not be stacked during storage, transport, or erection such that concentrated pressure is placed on one area of the sign face that is not uniform across the full sign face.

645.08 Method of Measurement

The fifth (5th) paragraph is deleted and replaced by the following paragraph:

The area of roadside guide signs, regulatory, warning, confirmation and route marker assembly signs of the respective types, will be measured by the area in square feet, computed to the nearest hundredth of a square foot (0.01 SF), as determined by the overall height multiplied by the overall width. Any defect in the surface area of the sign that becomes perceptible under direct, indirect, or no light conditions shall be cause for rejection of the whole sign panel.

SPECIAL PROVISION

SECTION 645

HIGHWAY SIGNING

(Overlay Existing Guide Sign)

645.01 Description

The following paragraph is added:

This work shall consist of furnishing and installing sheet aluminum overlays for Type 1 guide signs in accordance with these specifications and in reasonably close conformity with the Plans.

645.021 Materials

The following paragraph is added:

Sheet aluminum overlays shall be fabricated from 0.080 inch thickness sheet aluminum and conform to Section 719.04.

645.04 Fabrication of Type I Guide Signs

The following section is added:

d. Sheet Aluminum Overlays The sheet aluminum overlays shall be field applied to the existing sign panels. When field applied to existing extruded aluminum panel signs, the overlays shall be applied to the sign panel with a pre-coated, adhesive backing (direct applied).

645.06 Installation of Type I Signs

The following section is added:

c. Sheet Aluminum Overlays Prior to fabrication of the sheet aluminum overlays, the Contractor shall carefully measure the area of the existing text to be covered by the sheet aluminum overlay. The area measurement (width and height of the area to be covered) shall be submitted with the shop drawings to the Resident Engineer for review. The approved sheet aluminum overlays shall be attached to the existing guide signs by use of aluminum pop rivets in accordance with standard commercial practice.

645.08 Method of Measurement

The following paragraph is added:

New sheet aluminum overlays installed on existing guide signs will be measured by the area in square feet, computed to the nearest hundredth of a square foot, as determined by the overall width multiplied by the overall height of the overlay panel.

645.09 Basis of Payment

The following paragraph is added:

The accepted sheet aluminum overlays to be fabricated and installed on existing guide signs will be paid for at the contract unit price per square foot of overlay. Such payment will be full compensation for furnishing and installing sheet aluminum overlays, assembly and attachment hardware, and all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
645.2511	Sheet Aluminum Overlay, Type 1	Square Foot

SPECIAL PROVISION

SECTION 645

HIGHWAY SIGNING

(LED Flashing Sign)

645.01 Description

The following paragraph is added:

This work shall consist of furnishing and installing new light emitting diode (LED) flashing warning and regulatory signs mounted in accordance with these specifications and in reasonably close conformity with the plans. LED flashing signs shall be TAPCO Blinker Signs or approved equivalent.

645.021 Materials

The following paragraphs are added:

LED flashing signs shall include a series of not less than eight (8) integral light emitting diode (LED) optical assemblies that emit light of the color appropriate to the sign. The LEDs shall be environmentally sealed, high-power units with a power output of approximately 1 watt per unit. The LEDs shall be embedded and integrated along the perimeter of the sign. LEDs shall operate at 12VDC.

LEDs shall be spaced at a rate of at least 25 percent of the sign perimeter dimension. The LEDs shall be dimmable to adjust the LED brightness in accordance with ambient light conditions. The flashing pattern shall be 50-60 flashes per minute with all LEDs flashing in unison. For regulatory signs with a red background used in a temporary traffic control situation, the LEDs shall be white. For temporary warning signs with a yellow or orange background, the LEDs shall be amber. For permanent regulatory signs other than STOP or YIELD signs (i.e., R5-1a Wrong Way signs), the LEDs shall be white.

The sign face for the LED flashing signs shall be made of 0.080 inch sheet aluminum with Type XI microprismatic retroreflective sheeting. The sign shall include the standard MUTCD legend. For regulatory signs on a red background, the legend shall also be Type XI retroreflective sheeting. For temporary warning signs on a yellow or orange background, the legend shall be non-reflective black sheeting.

645.06 Installation of Type I Signs

The following paragraph is added:

c. Sign Supports for LED Flashing Sign Where LED flashing signs are indicated in the Contract documents, the Contractor shall install the sign on a support that complies with the requirements of Section 645.06a and meets the manufacturer's recommendations for installation. Temporary traffic control sign installations that are in place for more than three consecutive days shall be mounted on a permanent sign support or a temporary trailer support that provides a minimum height to the bottom of the sign of seven (7) feet.

645.064 Installation of Sign Mounted Beacon Array

The following paragraphs are added:

LED flashing signs shall be powered by a detachable solar panel that provides 24/7 continuous operations. Electrical energy shall be stored in a battery system that provides a minimum of 5 days of autonomy under no light conditions. The solar power and battery system shall be contained in an aluminum enclosure as recommended by the manufacturer.

645.08 Method of Measurement

The following paragraph is added:

LED Flashing Sign will be measured by each unit sign, complete in place, operational, maintained and accepted.

645.09 Basis of Payment

The following paragraphs are added:

The accepted LED Flashing Sign furnished and installed will be paid for at the contract unit price per each. Such price shall be full compensation for furnishing and installing all materials, including but not limited to the LED embedded signs, the solar power and battery system, the control hardware and software, mounting hardware and sign supports, device(s) to make the sign support breakaway if installed within the clear zone, and all appurtenances and incidentals required for a complete and functional installation and for furnishing all tools and labor necessary for completing the installation. Additional signs installed on the same support as the LED Flashing sign will be paid for under the appropriate sign item.

Foundations for LED Flashing Signs will be paid for under the applicable Section 626 item.

Payment will be made under the following:

<u>Pay Item</u>		<u>Pay Unit</u>
645.511	LED Flashing Sign	Each

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Specific Project Maintenance of Traffic Requirements)

This Specification describes the specific project maintenance of traffic requirements for this Project.

The following minimum traffic requirements shall be maintained:

Lewiston Road

Lewiston Road shall be maintained open to two-way traffic through the construction of the ramp when work is not active. When construction occurs within 6 feet of the edge of pavement the eastbound lane shall be closed and alternating two-way traffic maintained with an MUTCD compliant flagging operation.

Maine Turnpike Traffic Control Requirements

The maintenance of traffic control plans includes shoulder closures, single lane closures and temporary nighttime closures for the work that will occur on or adjacent to the Turnpike.

Activities along the Turnpike mainline are only allowed during the times noted in Table A. Travel lanes may not be impeded by traffic control devices until the time frames specified for each activity.

TABLE A: TURNPIKE MAINLINE - APPROVED SHOULDER CLOSURES AND LANE CLOSURES

Mainline Northbound March 13, 2023 to May 25, 2023 September 5, 2023 to November 10, 2023			
		Turnpike Shoulder Closures	Turnpike Lane Closures
Days of Week:	Anytime	Allowed	
Days of Week:	Sunday p.m. through Friday a.m.		
Time of Day:	7:00 p.m. to 6:00 a.m. next day	Allowed	Allowed
Days of Week:	Monday through Friday		
Time of Day:	9:00 a.m. to 3:00 p.m.	Allowed	Allowed

Mainline Southbound March 13, 2023 to May 25, 2023 September 5, 2023 to November 10, 2023			
		Turnpike Shoulder Closures	Turnpike Lane Closures
Days of Week:	Anytime	Allowed	
Days of Week:	Sunday p.m. through Friday p.m.		
Time of Day:	7:00 p.m. to 3:00 p.m. next day	Allowed	Allowed

Mainline Northbound and Southbound May 26, 2023 to September 4, 2023			
		Turnpike Shoulder Closures	Turnpike Lane Closures
Days of Week:	Anytime	Allowed	

Days of Week:	Sunday p.m. through Friday p.m.		
Time of Day:	7:00 p.m. to 6:00 a.m. next day	Allowed	Allowed

NOTE 1: Turnpike Lane Closures shall be removed if construction is not ongoing. Unattended lane closures are not allowed.

Construction vehicles are prohibited from merging with mainline traffic after noon on Fridays between June 22nd and September 7th unless the merge occurs at an interchange.

NOTE 2: There shall be no lane closures permitted along the Turnpike over the following dates:

- April school vacation week 2023 (April 17th – April 21st)
- May 26-29, 2023
- June 18-June 19, 2022
- June 30-July 5, 2023
- September 1-September 5, 2023
- October 6-9, 2023

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(October 8, 2020)

MaineDOT Standard Specification 2014 Edition Section 652 – Maintenance of Traffic and the Maine Turnpike Authority 2016 Supplemental Specification Section 652 – Maintenance of Traffic are deleted in their entirety and replaced with the following:

652.1 Description

This work shall consist of furnishing, installing, maintaining and removing traffic control devices necessary to provide reasonable protection for motorists, pedestrians and construction workers in accordance with these Specifications, the applicable provisions of Section 105.4.5 - Special Detours, and the plans.

Traffic control devices include signs, signals, lighting devices, markings, barricades, channelizing, and hand signaling devices, portable light towers, truck mounted impact attenuators, traffic officers, and flaggers.

652.2 Materials

All traffic control devices shall conform to the requirements of the latest edition of the MUTCD, NCHRP 350 guidelines and all Traffic control devices shall meet Manual for Assessing Safety Hardware (MASH) 16 guidelines if date of manufacture was after December 31, 2019.

All signs shall be fabricated with high intensity fluorescent retroreflective sheeting conforming to ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic). All barricades, drums, and vertical panel markers shall be fabricated with high intensity orange and white fluorescent retroreflective sheeting conforming ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

Construction signs shall be fabricated from materials that are flat, free from defects, retroreflectorized, and of sufficient strength to withstand deflections using a wind speed of 80 miles/hr.

652.2.2 Signs

Only signs with symbol messages conforming to the design of the Manual of Uniform Traffic Control Devices(MUTCD) shall be used unless the Resident approves the substitution of word messages.

Any proposed use of temporary plaques to cover text or to change text shall be approved by the resident. All signs or proposed plaques shall have a uniform face and be constructed from similar sheeting.

All signs shall be new, or in like new condition and maintained in like new condition throughout the project duration. Signs shall be cleaned just prior to installation and throughout the project utilizing a method that will not damage the reflective sign sheeting.

652.2.3 Flashing Arrow Board

Flashing Arrow Boards must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

Flashing Arrow Boards units shall meet requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) for Type "C" panels as described in Section 6F.56 - Temporary Traffic Control Devices. Flashing Arrow Boards shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an Flashing Arrow Board consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180 degrees. The color presented by the elements shall be yellow.

Flashing Arrow Board elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. Flashing Arrow Board shall be at least 96 inches x 48 inches and finished in non-reflective black. The Flashing Arrow Board shall be interpretable for a distance not less than 1 mile.

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes.

The Flashing Arrow Board shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 7 feet from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display.

652.2.4 Other Devices

Vertical panel markers shall be orange and white striped, 8 inches wide by 24 inches high. On the Interstate System, vertical panel markers shall be orange and white striped, 12 inches wide by 36 inches high.

Cones shall be orange in color, a minimum of 28 inches high, and retro-reflectorized. Retro-reflection shall be provided by a white bands of retro-reflective sheeting conforming to the MUTCD. All cones utilized on the project shall be new or in like new condition and shall have a consistent design/appearance.

Drums shall be of plastic or other yielding material, and shall be a minimum of 36 inches high and a minimum of 18 inches in diameter. There shall be at least two retro-reflectorized orange and at least two retro-reflectorized white stripes a minimum of 4 inches wide on each drum. All drums utilized on the project shall be new or in like new condition and shall have a consistent design/appearance.

Flaggers shall use a STOP / SLOW hand held paddle as the primary and preferred hand signaling device. Flags shall only be limited to emergencies. STOP / SLOW paddles shall have high intensity prismatic retro reflective sheeting, have an octagonal shape on a rigid handle and shall be at least 18 inches wide with letters at least 6 inches high and shall be constructed from light semi-rigid material. The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background.

STOP / SLOW paddles shall also incorporate either white or red flashing lights on the STOP face and white or yellow flashing lights on the SLOW face of the paddle and always be in use.

Paddles must conform to any of the following patterns:

- A. Two white or red lights (colors shall be all white or all red), one centered vertically above and one centered vertically below the STOP legend; and/or two white or yellow lights (colors shall be all white or all yellow), one centered vertically above and one centered vertically below the SLOW legend;
- B. Two white or red lights (colors shall be all white or all red), one centered horizontally on each side of the STOP legend; and/or two white or yellow lights (colors shall be all white or all yellow), one centered horizontally on each side of the SLOW legend;
- C. One white or red light centered below the STOP legend; and/or one white or yellow light centered below the SLOW legend;
- D. A series of eight or more small all white or all red lights no larger than 1/4 inch in diameter along the outer edge of the paddle, arranged in an octagonal pattern at the eight corners of the border of the STOP face; and/or a series of eight or more small all white or all yellow lights no larger than 1/4 inch in diameter along the outer edge of the paddle, arranged in a diamond pattern along the border of the SLOW face; or
- E. A series of white lights forming the shapes of the letters in the legend. Flashing light patterns shall be compliant with Section 6E.03 Hand Signaling Devices in the most current version of the Manual on Uniform Traffic Control Devices.

All flashing light patterns on the STOP / SLOW paddle shall be visible from a minimum distance of 1000 feet.

Type I barricades shall be 2 feet minimum, 8 feet maximum in length with an 8 inch wide rail mounted 3 feet minimum above the ground. Type II barricades shall be 2 feet in length with two 8 inch wide rails, and the top rail shall be mounted 3 feet minimum above the roadway. Type III barricades shall be 8 feet in length with three 8 inch wide rails, and the top rail shall be mounted 5 feet minimum above the roadway. The cross members of all barricades shall be of 1/2 or 5/8 inch thick plywood or other lightweight rigid material such as plastic, fiberglass or fiber wood as approved by the Resident. The predominant color for supports and other barricade components shall be white, except that unpainted galvanized metal or aluminum components may be used.

652.2.5 Portable Changeable Message Sign

Portable-Changeable Message Signs (PCMS) will be furnished by the Contractor and shall be Ver-Mac PCMS-1210 or an approved equal. The face of the PCMS trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers. PCMS's shall be located and relocated to locations approved by the Resident within the Project limits for the duration of the Project.

Features to the Ver-Mac PCMS shall include:

- An all LED display.
- Be legible from a distance of 1,000 feet.
- Have three (3) lines available for messages.
- Be NTCIP compliant (NTCIP 1203 & 1204).
- Be capable of being programmed by a remote computer via a data (IP over Cell) cellular modem connection.
- Have GPS location capability by adding on a GPS device capable of providing GPS location remotely to the MTA Communications' Center.
- Be programmable by Vanguard Software by Daktronics.

The Contractor shall complete and/or provide the following:

- Submit a catalog cut shop drawing to the Resident of all proposed equipment for review and approval.
- Establish and pay for a data cellular account so that PCMS may be remotely programmed and operated from the MTA Communications' Center.
- Provide to the Authority technical support from the PCMS manufacturer that may be necessary to integrate the PCMS into the MTA software platform (Vanguard Software by Daktronics).
- Provide the manufacturer's software necessary to change the PCMS messages remotely from the MTA Communications' Center and the Resident's computer if necessary or requested.

- Provide training on the operation of the PCMS to the Resident and the MTA Communications' Center representative.
- Make all PCMS on the Project work site available to the MTA for any/all emergency situations as defined by the MTA. This shall include the preemption of any messages running at the time of need as approved by the MTA and the Resident.

The Contractor shall also:

- Furnish, operate, relocate and maintain the PCMS as approved or requested by the Resident.
- Be responsible for the day to day programming and operation of the PCMS for Project purposes.

The PCMS(s) shall be on-site, with data cellular account established, GPS location capable, and all training required complete within one month after mobilization or seven days prior to implementing traffic shifts, detours or stoppages, whichever is sooner. Implementation of traffic shifts, detours, or stoppages of traffic will not be allowed without PCMS boards on-site with the specified MTA Communications' Center Software Platform integration and training.

652.2.5 Truck Mounted Attenuator

When included in the contract as a pay item, Truck Mounted Attenuator (TMA) requires furnishing, operating, and maintaining one or more Truck Mounted Attenuators for project use. A Truck Mounted Attenuator **shall** be utilized in all lane closure, shoulder closures, and other construction operations on the Turnpike mainline, where work is being completed within the travelway or shoulder and the workers are not protected by other positive means (i.e., closures that do not include temporary concrete barrier). If work is being completed behind guardrail a TMA shall be required for all work that is being completed within the deflection zone of the guardrail (minimum of four feet behind the guardrail post).

The operation of the vehicle shall be in accordance with the Manual on Uniform Traffic Control Devices and the manufacturer's recommendation. If a Truck Mounted Attenuator is not used as described above, then it will be considered a Traffic Control Plan violation and result in a reduction of payment as outlined in Section 652.

The truck mounted attenuator system shall conform to the following requirements:

- Truck and attached attenuator shall conform to the NCHRP Report 350, Test Level 3 criteria or MASH if manufactured after 2019.
- Amber strobe lights with 360-degree visibility.

- An arrow light bar fixed to the vehicle.
- The attenuator shall be mounted to a vehicle with a minimum weight of 10,000 lbs.
- The attenuator shall be mounted to a vehicle with a minimum weight of 24,000 lbs. for Item 652.4501 – Truck Mounted Attenuator – 24, 000 LB.

Installation: The chart below identifies the distance from the work zone or hazard where the TMA shall be deployed. If the work zone is within a marked lane closure, the barrier truck distances shall apply and if the work is mobile, then shadow truck distances shall apply. **The TMA shall be located in the closed lane adjacent to active traffic; for double lane closures, only the outer closed lane requires the TMA.** The TMA shall not be located in the buffer zone. The shadow vehicle shall have its front wheels turned away from the work area and from traffic, have parking brake set, and be put in park if an automatic transmission; or if a manual transmission it shall have its front wheels turned away from the work area and from traffic, have parking brake set and should be placed in gear and shut off if possible while still maintaining warning lights. If length of time or weather are a concern for the battery since the warning lights must be maintained the engine should be started and run periodically for battery recharging. No other vehicles or equipment shall park in front of the shadow vehicle or within the buffer space behind the shadow vehicle. For placement details, reference the Manual on Uniform Traffic Control Devices (MUTCD).

Weight of Truck	Barrier Truck Distance from Work Zone or Hazard	Shadow Truck Distance from Work Vehicle or Work Zone
10,000 lbs	250 ft	300 ft
15,000 lbs	200 ft	250 ft
>24,000 lbs	150 ft	200 ft

652.2.6 Sequential Flashing Warning Lights

When included in contracts as a bid item Sequential Flashing Warning Lights on drums used for merging tapers and shifting tapers during night time operation for project use. The purpose of these lights is to assist the motorist in determining which direction to merge or shift and to reduce the number of late merges resulting in devices being struck and having to be reset to maintain positive guidance at the merge point. The successive flashing of the lights shall occur from the upstream end of the taper to the downstream end of the taper in order to identify the desired vehicle path.

The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the MUTCD. Each light unit shall be capable of operating fully and continuously for a minimum of 500 hours when equipped with a standard battery set. Each light in sequence shall be flashed at a rate of not less than 55 times per minutes and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Sequential Flashing Warning Lights shall be “Pi-Lit” Sequential Barricade Warning Lamps or an approved equal.

Sequential Flashing Warning lights are to be used for merging and shifting tapers that are in place during the night time hours (12-hours when ambient light is dimmed). These lights shall flash sequentially beginning with the first light and continuing until the final light at the beginning of a tangent section.

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging or shifting tapers.

The number of lights used in the drum taper shall equal one half the number of drums used in the taper.

Drums are the only channelizing device permitted for mounting the Sequential Flashing Warning Lights.

The Sequential Flashing Warning Lights shall be weather independent and visual obstruction shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of 25 to 150 feet. A 10 foot stagger in the line of lights shall have no adverse effect on the operation of the lights.

If one light fails, the flashing sequence shall continue. Non-sequential flashing is prohibited.

652.2.7 Automated Trailer Mounted Speed Sign

The Contract will furnish, operate, and maintain at least one (1) Automated Trailer Mounted Speed Limit Sign for project use. The automated speed sign shall be required when there is a Work Zone Speed Limit in place. The Contractor shall furnish, operate, and maintain the Automated Trailer Mounted Radar Speed Limit Signs during the project operations

Trailer mounted speed limit signs shall be self-contained units including sign assembly, flashing lights, directional radar to measure speed limits, a regulatory speed limit sign, and power supply specifically constructed to operate as a trailer-mounted sign. The preferred color of the unit shall be “construction orange”.

Base material for the regulatory speed limit signs shall be weather proof, rigid substrate specifically manufactured for highway signing and meet the retro-reflective sheeting application requirements of the sheeting manufacturer.

Sign text shall consist of the letters, digits and symbols either applied by stick-on or silk screen, to conform to the dimensions and designs indicated in the Contract, MUTCD and/or FHWA Standard Highway Signs. The materials and methods shall be in accordance with standard commercial processes.

“Work Zone” construction signs shall be mounted on the trailer unit above the regulatory speed limit sign. (see attached graphic details).

Signs and secondary signs shall follow the MUTCD for minimum mounting heights.

The power supply shall be either full battery power with solar panel charging (capable of maintaining a charged battery level) and 135 ampere, 12 volt deep cycle batteries, or diesel powered generator with a fuel capacity sufficient for 10 hours of continuous operation.

Each unit shall be equipped with two mono-directional flashing lights, placed in accordance with the MUTCD, with amber lenses and reflectors, which are visible through a range of 120 degrees when viewed facing the sign. The lights shall be a minimum of 8-inch diameter, either LED, halogen, or incandescent lamps, and shall be visible for a minimum distance of one mile under daylight conditions and shall have a minimum flash rate of 40 flashes per minute. An “On” indicator light shall be mounted on the back of the signs, which is visible for at least 500 feet to provide confirmation that the flashing lights are operating.

The directional radar shall monitor approaching traffic only. The radar shall be capable of measuring speeds from 5 to 70 MPH at a distance of up to 1500 feet and shall have a high speed cut off threshold. Speed data shall be recorded and stored on the sign and must be made available to the Authority as requested.

All existing speed limit signs, which conflict with the construction zone trailer mounted speed limit signs shall be covered completely when the work zone speed limit is in place.

Automated Trailer Mounted Speed Limit Signs shall only be used when a work zone speed limit is in place **and shall be required when the work zone speed limit is active**. The Contractor shall manage the utilization and operation of the Automated Trailer Mounted Speed Limit Signs and if at least one is not used when work zone speed limits are in place then it will be considered a Traffic Control Plan violation and result in a reduction of payment as outlined in Section 652.

The Resident will record the actual time and location for the signs on a daily basis when the Automated Trailer Mounted Speed Limit Signs are in use.

The Automated Trailer Mounted Radar Speed Limit Sign may be placed as shown on the plans, or may replace the posted regulatory speed limit signs or may be placed at a location within the closed lane that has a reduced speed limit.

Automated Trailer Mounted Speed Limit Signs shall be delineated with retro-reflective temporary traffic control devices while in use and shall also be delineated by affixing a retro-reflective material directly on the trailer.

Upon delivery of the Automated Trailer Mounted Speed Limit Sign and before acceptance by the Authority, the Contractor shall have a representative of the manufacturer review the condition and notify the Resident in writing, of all deficiencies noted.

The Contractor shall arrange to have all necessary repairs performed at no cost to the Authority.

To avoid impairing driver vision, the Contractor shall dim the lighted speed limit readings by 50 percent during nighttime use, and restore full power lighting during daytime operation.

652.2.8 Temporary Portable Rumble Strips

If a pay item is included in the contract or the Contract desires to utilize Temporary Portable Rumble Strips this work consists of furnishing and placing temporary portable rumble strips RoadQuake 2F TPRS or an approved equal. Furnishing a temporary portable rumble strip system includes a method to transport and move these to on-site locations where they will be used. The Contractor shall submit for approval, literature and all necessary certifications to the Maine Turnpike prior to procurement of the product.

If used, Temporary Portable Rumble Strips may not be practicable in areas where the roadway has more than two travel lanes, where volume windows do not allow for breaks in traffic to set up and monitor and adjust, or during night time lane closures.

Provide rumble strips where the plans show or as directed by the Resident as follows:

Prior to placing rumble strips, clean the roadway of sand and other materials, that may cause slippage.

Place one end of the rumble strips 6 inches from the roadway centerline. Extend the strips perpendicular to the direction of travel. Ensure strips lay flat on the roadway surface.

Only one series of rumble strips, placed before the first work zone, is required per direction of travel for multiple work zones spaced 1 mile or less apart. Work zones spaced greater than 1 mile apart require a separate series of rumble strips. Each lane shall use one group of temporary rumble strips.

Bracketed "Rumble Strip Ahead" and "Bump" signs shall be utilized and will be paid for under the respective construction sign pay items.

Maintain rumble strips as follows:

If rumble strips slide, become out of alignment, or are no longer in the wheel path of approaching vehicles during the work period, thoroughly clean both sides of the rumble strips and reset on a clean roadway.

Repair or replace damaged rumble strips immediately.

652.3.1 Responsibility of the Authority

The Authority will provide Project specific traffic control requirements and traffic control plans for use by the Contractor. The specific traffic control requirements for the Project are identified in Special Provision Section 652, Maintenance of Traffic (Specific Project Maintenance of Traffic Requirements). No revisions to these requirements or Plans will be permitted unless the Contractor can thoroughly demonstrate an overall benefit to the public and a Contract Modification is approved.

The Maine Turnpike Authority may erect lane closures on the mainline within the Project area to collect survey, provide layout, and for any other reasons deemed necessary by the Authority.

652.3.2 Responsibility of the Contractor

The Contractor shall provide continuous and effective traffic control and management for the Project that is appropriate to the construction means, methods, and sequencing allowed by the Contract and selected by the Contractor:

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

652.3.3 Submittal of Traffic Control Plan

The Contractor shall provide continuous and effective traffic control and management for the Project that is appropriate to the means, methods and sequencing allowed by the Contract; and consistent with the Traffic Control Plans and Maintenance of Traffic Specifications. The Contractor is responsible for ensuring a safe environment for the Contract workforce, local road users, and turnpike users; and maintaining the safe efficient flow of traffic through the construction zone at all times during the Contract. The protocols and requirements outlined in the Contract shall be strictly enforced. The Contractor shall submit, at or before the Preconstruction Meeting, a Traffic Control Plan (TCP) that provides the following information to the Authority:

- a. The name, telephone number, and other contact numbers (cellular phone, pager, if any) of the Contractor's Traffic Control Supervisor (TCS). The TCS is the person with overall responsibility for insuring the contractor follows the TCP, and who has received Work Zone Traffic Control Training commensurate with the level of responsibility shown in the requirements of the Contract, and who is empowered to immediately

resolve any work zone traffic control deficiencies or issues. Provide documentation that the Traffic Control Supervisor has completed a Work Zone Traffic Control Training Course (AGC, ATSSA, or other industry- recognized training), and a Supervisory refresher training every 5 years thereafter. Submit training certificates or attendance roster that includes the course name, training entity, and date of training. **State how the traffic control devices will be maintained including a frequency of inspection for both temporary and permanent traffic control devices.**

Traffic Control Training Course curriculum must be based on the standards and guidelines of the MUTCD and must include, at a minimum, the following:

1. Parts of Temporary Traffic Control Zone
2. Appropriate use and spacing of signs
3. Use and spacing of channelizing devices
4. Flagging basics
5. Typical examples and applications

The Traffic Control Supervisor, or designee directly overseeing physical installation, adjustment, and dismantling of work zone traffic control, will ensure all personnel performing those activities are trained to execute the work in a safe and proper manner, in accordance with their level of decision-making and responsibility. The emergency contact list shall contain a listing of individuals who may be contacted during non-work hours and shall adequately respond to the request.

- b. Proposed revisions to the construction phasing or sequencing that reasonably minimizes traffic impacts.
- c. A written narrative and/or plan explaining how traffic and pedestrians will be moved through the Project Limits, including transitions during the change from one phase of construction to the next, as applicable.
- d. Temporary traffic control treatments at all intersections with roads, rail crossings, businesses, parking lots, pedestrian ways, bike paths, trails, residences, garages, farms, and other access points, as applicable.
- e. A list of all Contractor or Subcontractor certified flaggers to be used on the Project, together with the number of flaggers which will be used for each type of operation that

- flagging is needed. If the Contractor is using a flagging Subcontractor, then the name and address of the Subcontractor may be provided instead of a list of flaggers.
- f. A procedure for notifying the Resident of the need to change the traffic control plan or the need to remove a lane restriction.
 - g. A description of any special detours including provisions for constructing, maintaining, signing, and removing the detour or detours, including all temporary bridges and accessory features and complete restoration of the impacted land.
 - h. The maximum length of requested contiguous lane closure. The Contractor shall not close excessive lengths of traffic lane to avoid moving traffic control devices.
 - i. The proposed temporary roadway surface conditions and treatments. The Contractor shall provide an adequate roadway surface at all times; taking into account traffic speed, volume, and duration.
 - j. The coordination of appropriate temporary items (drainage, concrete barriers, barrier end treatments, impact attenuators, and traffic signals) with the TCP.
 - k. The plan for unexpected nighttime work, the contractor shall provide a list of emergency nighttime lighting equipment and safety personnel available on-site or have the ability to have them on site within an hour of the time of need.
 - l. The plan for meeting any project specific requirements contained in special provision 105 and/or 107, and/or Section 656
 - m. The lighting plan if night work is anticipated.

The Authority will review the TCP for completeness and conformity with Contract provisions, the current edition of the MUTCD, and Authority policy and procedures. The Authority will review and provide comments to the Contractor within 14 days of receipt of the TCP. No review or comment by the Authority, or any failure to review or comment, shall operate to absolve the contractor of its responsibility to design and implement the plan in accordance with the Contract, or to shift any responsibility to the Authority. If the TCP is determined by the Authority to be operationally ineffective, the Contractor shall submit modifications of the TCP to the Authority for review, and shall implement these changes at no additional cost to the Contract. Nothing in this Section shall negate the Contractor's obligations set forth in Section 110 - Indemnification, Bonding, and Insurance. The creation and modification of the TCP will be considered incidental to the related 652 items.

652.3.4 General

Prior to starting any work on any part of the project adjacent to or being used by the traveling public, the Contractor shall install the appropriate traffic control devices in accordance with the plans, specifications and the latest edition of Manual of Uniform Traffic Control Devices, Part VI. The Contractor shall continuously maintain the traffic control devices in their proper position, and they shall be kept clean, legible and in good repair throughout the duration of the work. If notified that the traffic control devices are not in place or not properly maintained, the Contractor may be ordered to immediately suspend work until all deficiencies are corrected.

No equipment or vehicles of the Contractor, their subcontractors, or employees engaged in work on this contract shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time, except as required by ongoing work operations. Contractor equipment or vehicles shall never be used to stop, block, or channelize traffic.

Vehicles parked on the shoulder shall be located so all portions of the vehicle(s) are a minimum of one foot from the traveled way. No operation shall be conducted on or near the traveled lanes or shoulders without first setting up the proper lane closure and traffic control devices. These precautions shall be maintained at all times while this Work is being performed. The Contractor shall keep all paved areas of the highway as clear as possible at all times. No materials shall be stored on any paved area of the highway or within 30 feet of the traveled way (unless protected by concrete barriers and specifically approved by the Resident). Private vehicles owned by Contractor's employees shall be parked close together in a group no closer than 30 feet from the traveled way in pre-approved areas.

Channelization devices shall include Vertical Panel Markers, Barricades, Cones, and Drums shall be in accordance with the MUTCD. These devices shall be installed and maintained at the spacing determined by the MUTCD through the work area.

The Contractor shall maintain existing guardrails and/or barriers until removal is necessary for construction. The Contractor shall use a temporary barrier or appropriate channelizing devices, as approved by the Resident, while the guardrails and/or barriers are absent. Permanent guardrails and barriers shall be installed as soon as possible to minimize risk to the public.

When Contractor operations or shoulder grading leave a continuous 3 inch or less exposed vertical face at the edge of the traveled way, **including the shoulder, or when traffic is shifted into the shoulder adjacent to the edge of pavement where an existing 3 inch or less exposed vertical face creates a safety hazard**, channelization devices should be placed 2 feet outside the edge of the pavement at intervals not exceeding 600 feet and, depending on type and location of the exposed vertical face, a 48 inch by 48 inch W8-9 Low Shoulder, or W8-11 Uneven Lane, and/or a W8-17P Shoulder Drop-Off sign should be placed at a maximum spacing of ½ mile. When

Contractor operations or shoulder grading leave greater than a 3 inch exposed continuous vertical face at the edge of the traveled way, **including the shoulder, or when an existing condition of an exposed vertical face of 3 inches or more is adjacent to active traffic shifted into shoulder**, the Contractor shall place shoulder material at a slope not exceeding 3 horizontal to 1 vertical to meet the pavement grade, before the lane is opened to traffic.

Special Detours and temporary structures, if used, shall meet applicable AASHTO standards, including curve radii and grade.

Maine Turnpike Traffic Control Requirements

This Section outlines the minimum requirements that shall be maintained for working on, over, or adjacent to the Maine Turnpike roadway.

General

Two travel lanes in each direction (each direction being 24 feet wide including/excluding shoulder) in the two lane portion of the turnpike, and three travel lanes in each direction (each direction being 36 feet wide including/excluding shoulder) in the three lane portion of the turnpike (Mile 0.0 to mile 44.3) shall be maintained at all times except while performing work in a designated lane, directly over or adjacent to traffic, and during the placement and removal of traffic control devices.

Unless otherwise specified in the contract documents the minimum main line width for a single travel lane shall be 14 ft and minimum ramp widths of 16 ft which must be maintained at all times, from ½ hour before sunrise and ½ hour after sunset as indicated on the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp> . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting.

Shoulder closures, lane closures, and lane shifts meeting the MUTCD guidelines, other than those shown in the plans, must be submitted for approval from the MTA prior to use in the construction operations.

No lane closures will be allowed during non-working hours, weekends and/or holiday periods unless included in the Contract as long-term traffic control requirement as outlined in Section 652 – Specific Project Maintenance of Traffic Requirements **unless written permission is obtained from the Authority.**

Any special signs, barricades or other devices deemed necessary by the Resident shall be furnished and maintained by the Contractor. Extra care shall be taken so that the traffic flow will not be disturbed. The use of construction signs and warning devices not shown on the Plans or in the MUTCD is prohibited unless approved by the Resident

The Contractor's personnel and equipment shall avoid crossing traffic whenever possible. No Contractor's vehicle may slow down or stop in a traffic lane unless said lane has previously been made safe with signs and barricades as required by the Resident.

No vehicle will move onto the traveled way at such a time or in such a manner so as to cause undue concern or danger to traffic approaching from either direction. The Contractor or his employees are not empowered to stop traffic.

The Contractor shall take necessary care at all times, in all operations and use of his equipment, to protect and facilitate traffic. During periods of idleness, the equipment shall not be left in a way to obstruct the traffic artery or to interfere with traffic.

The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the Project. The signs shall be a minimum of 30 inch by 60 inch, Black and Orange, and meet construction sign retro reflectivity requirements

All vehicles used on the Project shall be equipped with amber flashing lights, by means of a single or multiple, flashing LED or strobe lights mounted so as to be visible 360 degrees. **In addition, vehicles operating under direction of the Maine Turnpike Authority may be equipped with auxiliary lights that are green, white or amber or any combination of green, white or amber.** Auxiliary lighting shall have sufficient intensity to be visible at 500 feet in normal daylight and a flash rate between 1Hz and 4Hz. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project and positioned or mounted in such a way to not be obstructed by vehicle mounted or other equipment. Dump trucks, **concrete trucks** and utility trucks **at a minimum** shall have a strobe light mounted on each side of the vehicle. **The use of motorcycles is not permitted within a construction site or as a means to arrive at or leave a work zone.**

Where space is available pavement striping for all tapers shall create a minimum buffer of 250 feet to the point where the temporary concrete barrier taper ends and becomes parallel to the travelway. Temporary concrete barrier shall be tapered at a minimum 8:1 unless space is available and then it should be tapered at 15:1 or 100 feet whichever is longest.

Milling and paving of interchange ramps shall be done between 9:00 p.m. and 5:00 AM, unless otherwise shown on the Maintenance of Traffic Phasing Plans or as directed by

the MTA. Only a single ramp at an interchange may be closed at once. Ramp closures will not be permitted the day before or after holidays, on holidays, or on Saturdays or Sundays. The Contractor shall request approval from the Resident/Authority two weeks prior for all ramp closures. Portable changeable message signs shall be used to provide advance notice and warning of the ramp closure. PCMS's shall be operational a minimum of 1 week prior to ramp closure to notify Patrons. The contractor shall coordinate PCMS locations with the Resident and the MTA.

Access to, and egress from, the construction area shall be with the direction of travel without crossing traffic. Construction vehicles are prohibited from merging with mainline traffic during the AM and PM peak traffic hours unless approved in writing from the MTA. The contractor shall develop work zone access/egress with acceleration and deceleration areas and should utilize interchange ramp areas whenever feasible.

Temporary Mainline Lane Closures

A lane closure may be required whenever personnel will be actively working within four feet of a travel lane.

Loading/unloading trucks shall not be closer than six feet from an open travel lane. Temporary lane closures will only be allowed at the times outlined in Special Provision, Section 652, Specific Project Maintenance of Traffic Requirements. These hours may be adjusted based on the traffic volume each day by the Resident.

A lane closure is required when a danger to the traveling public may exist. The following is a partial list of activities requiring lane closures. Lane closures may be required for other activities as well:

- Milling and Paving Operations
- Bridge work
- Drainage Installation and/or Adjustment
- Clear Zone Improvements
- Pavement Markings Layout and Placement

- **Work directly over traffic within six feet of a travel lane as measured from the painted pavement marking line or traffic control device will require a lane closure. This work includes but is not limited to the following:**
 1. **Unbolting structural steel**
 2. **Removing structural steel**
 3. **Erecting structural steel**
 4. **Erecting or moving sign panels on bridges or sign structures**
 5. **Bolting structural steel**
 6. **Loading and unloading trucks**
 7. **Light pole removal or installation**
 8. **Snow fence installation**

Lane closures shall be removed if work requiring the lane closure is not ongoing unless included in the Contract as a long-term traffic control requirement or approved by the Resident.

During adverse weather condition when the speed limit on the Maine Turnpike has been reduced to 45 MPH, or during fog or when there is less than ½ mile of visibility, shoulder/lane closures cannot be set up and any currently in place shall be removed. Only work on the turnpike mainline that is behind temporary concrete barrier will be allowed when speed is reduced to 45 MPH or fog/visibility conditions exist.

Daytime lane closures shall be a maximum of three (3) miles. Only one daytime lane closure will be permitted per direction. Nighttime lane closures may extend through the entire length of the Project.

Temporary single lane closures are allowed upon approval of the Resident. **Lane and/or ramp** closure setup may not begin until the beginning time specified. Closures that are setup early or that remain in place outside of the approved time period shall be subject to a lane rental fee of **\$1,000** per five minutes for every five minutes outside of the approved time. The installation of the construction signs will be considered setting up the lane closure. Removal of the last construction sign will be considered removal of the closure. Construction signs shall be installed immediately prior to the start of the closure and shall be promptly removed when no longer required. The installation and removal of a closure, including signs, channelizing devices, and arrow boards shall be a continuous operation. The Authority reserves the right to order the removal of an approved closure.

The Authority desires to minimize the number of daytime lane closures and the number of times that a complete stoppage of traffic is required. The Contractor is encouraged to schedule work so that the interference with the flow of traffic will be minimized. Lane closures will not be

allowed until traffic associated with complete stoppages of traffic has cleared. Complete stoppages of traffic or lane closures may not be allowed on a particular day if another complete stoppage of traffic has been previously approved for another project.

The Resident is required to receive approval from the Maine Turnpike Authority for all lane closures. **The Resident is required to submit a request for lane closures by noon on Thursday for any lane closures needed for the following week.** The Contractor shall plan the work accordingly.

Mainline Shoulder Closures

Shoulder closures are anticipated at locations where Contractor access to the mainline is required.

Shoulder closures with plastic drums shall be removed at the end of the workday. Temporary shoulder closures with plastic drums will not be allowed during periods of inclement weather as determined by the Authority.

The location (limits) of shoulder closures with concrete barrier are shown on the Plans. The barrier must be placed prior to the start of the work requiring concrete barrier and shall remain in place until the work activity is complete.

Equipment Moves

The complete stoppage of traffic for an equipment move (including delivery of materials to the median) will be considered for approval if the action cannot reasonably be completed with the erection of a lane closure. Contractor shall be responsible for the installation of Signs CS-3, "Expect Stopped Traffic" and Signs W3-4 "Be Prepared to Stop", in accordance with the Single Lane Closure Detail immediately prior to the equipment move. **Signs will be required on any adjacent ramps within proximity to the stoppage.** These signs shall be covered when not applicable.

State Police will be used to stop traffic. Cost for State Police will be the responsibility of the Authority. The times requested for trooper assisted equipment moves by on-duty troopers cannot be guaranteed. The MTA will not be held responsible for any delays or costs associated with the delay, postponement or cancellation of an on-duty trooper assisted equipment move.

The maximum time for which traffic may be stopped and held for an equipment move at any single time shall be five (5) minutes. The duration shall be measured as the time between the time the last car passes the Resident until the time the Resident determines that all travel lanes are clear. The traffic shall only be stopped for the minimum period of time required to complete the

approved activity. The Contractor shall reimburse the Authority at a rate of \$500 per minute for each minute in excess of the five-minute allowance.

Unapproved movement of equipment or materials across the travel lanes shall be considered a violation of the Maintenance of Traffic Requirements and is subject to a minimum fine of \$500 per occurrence with an additional \$500 per minute thereafter.

Request for Complete Stoppage of Traffic

A request for a complete stoppage of traffic must be submitted to the Resident for approval. The Resident is required to receive approval from the Maine Turnpike Authority for all stoppages. The request shall be submitted to the Authority by the Resident at least five (5) working days prior to the day of the requested stoppage of traffic and two (2) days for a stoppage less than five minutes. All requests must be received by 12:00 p.m. noon to be considered as received on that day. Requests received after 12:00 p.m. shall be considered as received the following day. The Contractor shall plan the work accordingly.

During the erection or removal of overhead structures or signs traffic shall be stopped and may be held for periods of up to 25 minutes during these operations. Before the roadway is reopened, all materials shall be secured so they will not endanger traffic passing underneath. The Contractor will reimburse the Authority at the rate of \$2,500.00 per five-minute period for each roadway not reopened (northbound and southbound), in excess of the 25 minute limit. Total penalty shall be deducted from the next pay estimate.

Blasting of Ledge The maximum time for which traffic may be stopped at any single time shall be six (6) minutes. This duration shall be measured as the time between the time that the last car passes the Resident, until the time the Resident determines that all travel lanes are cleared of blast debris. The Contractor shall reduce the size of the blast, change the design and method of the blast, use more mats, or otherwise alter the blasting so that the traffic is not stopped for more than six minutes. If, due to the throw of rock onto the highway or other blasting related activities, traffic is stopped for more than six minutes, the Contractor shall pay a penalty of \$1,000.00 per minute for every minute traffic is stopped in excess of the six-minute limit. The penalty shall be measured separately on the northbound and southbound roadway (or eastbound and westbound roadway). Total penalties will be deducted from the next pay estimate. Whenever the volume of traffic is excessive such that a six-minute interruption would cause objectionable congestion, in the opinion of the Authority, the hours during which blasting may occur may be further restricted. A detailed blasting plan shall be submitted as required in Supplemental Specific or Special Provision Sections 105 or 107.

652.3.5 Installation of Traffic Control Devices

All traffic control devices shall be in conformance with NCHRP 350 requirements **and MASH 16 requirements if manufactured after December 31, 2019** and installed as per manufactures recommendations.

Portable signs shall be erected on temporary sign supports approved crashworthy devices so that the bottom of the sign is either 1) 12 inches or 2) greater than 5 feet above the traveled way. **The bottom of all regulatory signs and ramp exit signs shall be a minimum of 5 feet above the traveled way.** Post-mounted signs shall be erected so the bottom of the sign is no less than 5 feet above the traveled way, and 7 feet above the traveled way in business, commercial, and residential areas. Post-mounted signs must be erected so that the sign face is in a true vertical position. All signs shall be placed so that they are not obstructed in any manner and immediately modified to ensure proper visibility if obstructed.

The bottom of mainline and ramp traffic control signs intending to remain longer than 3 days, except as provided in 2009 MUTCD Section 6F.03 paragraph 12, shall be mounted 5 feet or greater above the edge of pavement on posts or portable sign supports.

The Resident will verify the exact locations of the construction signs in the field.

Construction signs behind guardrail shall be mounted high enough to be visible to traffic.

Vertical panel markers shall be mounted with the top at least 4 feet above the traveled way.

Drums shall not be weighted on the top. Drain holes shall be provided to prevent water from accumulating in the drums During winter periods, drums shall be placed on the grass shoulder or removed from the roadway so winter maintenance operations will not be impacted. This requires the placement of drums behind the median guardrail. Drums shall not be placed on snow banks.

The Contractor shall operate and maintain the flashing arrow board unit and for dependable service during the life of the contract. The units shall remain in continuous night and day service at locations designated until the Resident designates a new location or discontinuance of service.

The Contractor shall maintain the devices in proper position and clean them as necessary. Maintenance shall include the covering and uncovering of all signs when no longer applicable (even if for a very short duration). The sign shall be considered adequately covered when no part of the sign face is visible either around or through the covering.

The Contractor shall replace damaged traffic control devices with devices of acceptable quality, as directed by the Resident.

The Contractor is required to cover all existing signs, including regulatory and warning signs, within the Work zone which may conflict with the proposed construction signs. The Contractor is also required to cover all permanent construction signs when they conflict with a daily traffic control setup. The method of covering existing signs must be approved by the Resident. The use of adhesives on the sign face is prohibited.

Work Zone Speed Limits

Work Zone Speed (Fines Doubled) is a regulatory speed limit that indicates the maximum legal speed through a work zone which is lower than the normal posted speed. The speed limit shall be displayed by black on white speed limit signs in conjunction with a black on orange "Work Zone" plate. Speed limit signs shall be installed at each mile within the work zone. Any existing regulatory speed limit signs within the reduced speed zone shall be covered once the reduced speed signs have been erected.

Two orange fluorescent flags shall be attached to all speed limit signs that are uncovered for a period of time exceeding one week. This work shall be incidental. Signs that are covered and uncovered on a regular basis are not required to have the supplemental flags.

The reduced speed limit signs shall be used when workers are adjacent to traffic, when travel lane(s) are closed, when indicated on Maintenance of Traffic Control Plans provided or other times as approved by the Resident:

The signs shall be covered or removed when not applicable. The covering and uncovering of signs shall be included for payment under Maintenance of Traffic. Signs relating to reduced speed shall be installed in accordance with the details. **The Contractor shall note that all signs including those behind concrete barrier or guardrail are required to be clearly visible to all drivers at all times.**

Lane Closure Installation and Removal Procedure

The Contractor will follow the following procedures when closing any travel lanes on the turnpike roadways:

1. The sign package shall be erected starting with the first sign and proceeding to the start of the taper. The sign crew shall erect signs with the vehicle within the outside shoulder;
2. Position the arrow board with the proper arrow at the beginning of the taper; and,

3. When arrow board is in place, continue with the drums/cones to secure the work area.

To dismantle the lane closure, start with last drums/cone placed and work in reverse order until all the drums are removed. The arrow board which was installed first shall be the final traffic control device removed, excluding the sign package. The remaining sign package shall be picked-up starting with the first sign placed and continuing in the direction of traffic and with the vehicle in the outside shoulder.

Trucking Plan

The Contractor shall submit a trucking plan to the Resident within 10 working days of the award of the Contract. The trucking plan shall consist of at least the following:

- Date of anticipated start of work per each location.
- Haul routes from plant/pit to work area and return.
- Haul routes from work area to disposal area and return.
- Entering / exiting the work area.
- Vehicle safety equipment and Vehicle inspection.
- Personal safety equipment.
- Communications equipment and plan.

The trucking plan will not be paid for separately, but shall be incidental to the Contract.

652.3.6 Traffic Control

The existing travel way width shall be maintained to the maximum extent practical.

Vertical panel markers, drums, cones, or striping shall be used to clearly delineate the roadway through the construction area. Two-way traffic operation shall be provided at all times that the Contractor is not working on the project. One-way traffic shall be controlled through work areas by flaggers, utilizing radios, field telephones, or other means of direct communication.

The traffic control devices shall be moved or removed as the work progresses to assure compatibility between the uses of the traffic control devices and the traffic flow.

Pavement markings shall be altered as required to conform to the existing traffic flow pattern. Repainting of pavement marking lines, if required to maintain the effectiveness of the line, shall be considered **incidental to the** maintenance of traffic control devices, no separate payment will be made. Inappropriate pavement markings shall be removed whenever traffic is rerouted, and temporary construction pavement markings shall be placed. Removal of non-applicable markings and **initial** placement of temporary construction pavement markings will be paid for under the appropriate Contract items. Traffic changes shall not be made unless there is sufficient time, equipment, materials, and personnel available to complete the change properly before the end of the workday. This provision will not be required when traffic is rerouted for brief periods and the route can be clearly defined by channelizing devices, or flaggers, or both.

All vehicles used during the installation and removal of traffic control devices, including lane closures, shall be equipped with a vehicle-mounted lighted arrow board **or high intensity LED full width light bar** acceptable to the Resident. The arrow board **or full width light bar** shall be capable of displaying a left arrow, right arrow, double arrow, and light bar **patterns**.

652.4 Flaggers

The Contractor shall furnish flaggers as required by contract documents or as otherwise specified by the Resident. **Flaggers shall not stop traffic on Turnpike mainline or interchange ramps. Only State Police are allowed to stop traffic on mainline or interchange ramps.**

All flaggers must have successfully completed a flagger test approved by the Maine Department of Transportation and administered by a Maine Department of Transportation approved Flagger-Certifier. All flaggers must carry an official certification card with them at all times while flagging.

For daytime conditions, flaggers shall wear a top (vest, shirt or jacket) that is orange, yellow, yellow-green, or fluorescent versions of these colors meeting ANSI 107-2004, Class 3, along with a hat with 360 ° retro-reflectivity.

For nighttime conditions, flaggers shall wear all Class 3 apparel, meeting ANSI 107-2004, including a Class 3 top (vest, shirt or jacket) and a Class E bottom (pants or coveralls), shall be worn along with a hardhat with 360 ° retro-reflectivity and shall be visible at a minimum distance of 1000 ft. Flagger stations must be illuminated in nighttime conditions to assure visibility and will be specifically addressed in detail in the Contractor's TCP.

Flagger stations shall be located far enough in advance of the workspace so that approaching road users will have sufficient distance to stop at the intended stopping point.

While flagging, the flagger should stand either on the shoulder adjacent to the traffic being controlled, or in the closed lane. At a spot obstruction with adequate sight distance, the flagger may stand on the shoulder opposite the closed sections to operate effectively. Under no circumstances shall the flagger stand in the lane being used by moving traffic or have their back to oncoming traffic. The flagger should be clearly visible to approaching traffic at all times and should have a clear escape route.

When conditions do not allow for proper approach sight distance of a flagger or storage space for waiting vehicles, additional flaggers shall be used at the rear of the backlogged traffic or at a point where approaching vehicles have adequate stopping sight distance to the rear of the backlogged traffic. All flagger stations shall be signed, even when in close proximity. The signs shall be removed or covered when flagger operations are not in place, even if it is for a very short duration.

Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. If the flaggers are receiving the appropriate breaks, breaker flagger(s) shall be paid starting 2 hours after the work begins and ending 2 hours before the work ends. A maximum of 1 breaker per 6 flaggers will be paid. (1 breaker flagger for 2 to 6 flaggers, 2 breaker flaggers for 7 to 12 flaggers, etc). If a flagger station is manned for 10 hours or more, then ½ hour for lunch will be deducted from billable breaker flagger hours.

652.41 Traffic Officers

Local road traffic officers, if required, shall be uniformed police officers. State Police officers and vehicles shall be used to warn and stop traffic on the Maine Turnpike. All State Police shall be scheduled through the Maine Turnpike Authority. The Authority will make payment for the State Police officers and vehicles directly to the State Police.

The Contractor will not be entitled to additional compensation if scheduled Work is not completed due to the unavailability of State Police.

652.5.1 Rumble Strip Crossing

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for 7 calendar days or less, the Contractor shall install warning signs that read "RUMBLE STRIP CROSSING" with a supplemental Motorcycle Plaque, (W8-15P).

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for more than 7 calendar days, the Contractor shall pave in the rumble strips in the area that traffic will cross, unless otherwise directed by the Resident. Rumble strips shall be replaced prior to the end of the project, when it is no longer necessary to cross them.

652.6.1 Daylight Work Times

Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp>. If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night work

When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment, at all work stations, and all flagger stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit a lighting plan prior to any night work for review showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer

perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

Night Work lighting requirements:

Mobile Operations: For mobile-type operations, each piece of equipment (paver, roller, milling machine, etc) will carry indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of lighting around the work area of the equipment.

Fixed Operations: For fixed-type operations (flaggers, curb, bridge, pipes, etc.), direct (i.e. tower) lighting will be utilized capable of illuminating the work area with at least 10 foot-candles of light.

Hybrid Operations: For hybrid-type operations (guardrail, sweeping, Inslope excavation, etc.), either direct or indirect lighting may be utilized. The chosen lights must be capable of producing at least 10 foot-candles of light around the work area of the equipment

Inspection Operations: Areas required to be inspected by the Authority will require a minimum of 5 foot-candles of lighting. This may be accomplished through direct or indirect means.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement.

The Resident or any other representative of the Authority reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Authority shall not be held responsible for any delay in the work due to any suspension under this item.

Failure to follow the approved Lighting Plan will result in a Traffic Control violation.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items.

652.6.3 Traffic Coordinator and Personnel

The Contractor shall submit to the Resident for approval a list of traffic control personnel assigned to the Project including qualifications, certifications and experience.

The Traffic Coordinator duties shall include, but are not necessarily limited to:

- a. Developing, in conjunction with the Resident and Project superintendent, a traffic control program for the days' work activities which will facilitate traffic in a safe and efficient manner;
- b. Insure that all traffic control implements (signs, arrow boards, barrels, etc.) are on-site so the traffic program can be implemented effectively;
- c. Insure a safe and effective setup or take-down of all signing implements to least impact the traveling motorist; and,
- d. Working knowledge of construction signing/traffic control requirements in conformance with the latest issued Manual on Uniform Traffic Control Devices.
- e. The Contractor shall supplement the traffic control plan with a daily plan, which includes schedules for utilizing traffic coordinators and flaggers. This plan shall be submitted daily and agreed upon cooperatively with the Resident.

652.7 Method of Measurement

Signs, signs supplied by the Authority, and panel markers will be measured by the square foot for all signs authorized and installed. Flashing arrow boards, portable-changeable message signs, and flashing and steady burn lights, will be measured by each unit authorized and installed on the project. Barricades and cones will be measured by each unit authorized. Drums will be measured by each or as a lump sum authorized and installed, as indicated on the plans and specifications. No additional payment will be made for devices that require replacement due to poor condition or inadequate retroreflectivity.

Flaggers or traffic officers used during the Contract, for the convenience of the Contractor, will not be measured separately for payment, but shall be incidental to the various pay items. **This includes use of Flaggers for the delivery of materials and equipment to the project or other Flagger use that is for the Contractor's convenience, as determined by the Resident Engineer. If flaggers are required to maintain traffic and there is not a pay item in the contractor for flaggers then flaggers shall be incidental to the other Section 652 contract items and no separate payment shall be made.**

The accepted quantity of traffic officer and flagger time will be the number of hours the designated station is occupied. The number of hours authorized for payment, **if any**, will be measured to the nearest $\frac{1}{4}$ hour.

The Authority will make payment for the State Police officers and vehicles directly to the State Police when utilized for mainline traffic control activities. State Police escorts, if required to move oversize material or equipment loads to the jobsite, will not be paid separately, but shall be incidental to the various pay items.

Maintenance of traffic control devices will be measured by the calendar day or as one lump sum, as indicated in the plans and specifications, for all authorized and installed traffic control devices. Traffic control devices will only be measured for payment the first time used. Subsequent uses shall be incidental to Item 652.36 or 652.361.

The vehicle mounted arrow board, mounted on trucks used for installation and removal of lane closures, will not be measured separately for payment, but shall be incidental to Item 652.36 or 652.361.

The traffic coordinator(s) will not be measured separately for payment, but shall be incidental to Item 652.36 or 652.361.

Portable light towers, lighting on equipment and lighting plan will not be measured separately for payment, but shall be incidental to the related Contract items.

Truck mounted attenuator shall be measured for payment by the calendar day for each calendar day that the unit is used on a travel lane or shoulder on the project, as approved by the Resident.

Sequential Flashing Warning Lights shall be measured for payment by the maximum number of sequential flashing warning lights satisfactorily installed and properly functioning at any one time during the life of the project. Payment shall include all materials and labor to install, maintain and remove all Sequential Flashing Warning Lights.

Automated Trailer Mounted Speed Limit Sign shall be measured for payment by the calendar day for each calendar day that the unit is used on a travel lane or shoulder on the project or per each for the continued use for the duration of the project. Payment shall include the Trailer, Radar Speed Limit Sign, flashing beacon amber lights, regulatory speed limit sign, fuel, necessary maintenance, and all checking of Radar Speed Limit Signs by manufacturer and all project moves including the transporting and delivery of the unit.

The accepted quantity of temporary portable rumble strips shall be measured by the unit complete in place, per lane closure application. A unit shall consist of 1 group of 3 full-lane width of rumble strips. As shown in the plans, a maximum of 3 units may be used at each lane closure. A unit shall be measured for each group of rumble strips, each time they are used for a lane closure.

652.8 Basis of Payment

The accepted quantity of signs, signs supplied by the Authority, and panel markers will be paid for at the contract unit price per square foot. Such payment will be full compensation for furnishing (or retrieving from the Authority) and installing all signs, sign supports, and all incidentals necessary to complete the installation of the signs.

The accepted quantity of flashing arrow boards, barricades, battery operated flashing and steady burn lights, and cones will be paid for at the contract unit price each for the actual number of devices authorized, furnished, and installed. Such payment shall be full compensation for all incidentals necessary to install and maintain the respective devices.

The Sequential Flashing Warning Lights will be paid for at the Contract unit price per each. This price shall include all costs associated with furnishing, installing, operating, maintaining, relocating, and removing the Sequential Flashing Warning Lights.

The Truck Mounted Attenuator(s) will be paid for at the Contract unit price per calendar day for each TMA used. This price shall include all costs associated with the use of the vehicle. Payment shall include operator, fuel, truck, maintenance, flashing lights, arrow board and all other incidentals necessary to operate the vehicle.

Failure by the contractor to reinstall cones, barrels, signs, covered/uncovered signs and similar traffic control devices within an hour of them being displaced, moved, knocked over, un-covered and etc. will result in a \$150 fine per traffic control device if the issues is not resolved within 1 hour of notification by the resident. An additional \$150 will be assessed for each additional hour that the device has not been corrected. If the traffic control device is critical to the maintenance of traffic creating an actual or potential safety issue with traffic and is not corrected immediately then it will result in a violation letter as described below.

Failure by the contractor to follow the Contracts 652 Supplemental Specifications, Special Provisions and Standard Specification and/or the Manual on Uniform Traffic Control Devices (MUTCD) and/or the Contractors own Traffic Control Plan, or failure to correct a violation, will result in a violation letter and result in a reduction in payment as shown in the schedule below. The Resident or any other representative of the Authority reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Authority shall not be held responsible for any delay in the work due to any suspension under this item. Any reduction in payment under this Special Provision will be in addition to forfeiting payment of maintenance of traffic control devices for that day.

<u>Amount of Penalty Damages per Violation</u>		
<u>1st</u>	<u>2nd</u>	<u>3rd & Subsequent</u>
\$500	\$1,000	\$2,500

652.8.1 Maintenance of Traffic Control Devices

Maintenance of Traffic Control Devices will be paid at the contract unit price per calendar day or lump sum price, as indicated in the plans and specifications. Such payment will be full compensation for all days that the Contractor maintains traffic as specified herein, and for moving devices as many times as necessary; for replacing devices damaged, lost, or stolen; and for cleaning, maintaining, and removing all devices used for traffic control, including replacing temporary pavement marking lines.

The contract price for Maintenance of Traffic Control Devices shall be full compensation for all days for such maintenance, encompassing all areas of the contract, regardless of whether or not the work areas or projects are geographically separated.

652.8.2 Other Items

The accepted quantities of flagger hours will be paid for at the contract unit price per hour for each flagging station occupied excluding lunch breaks, and for each approved breaker flagger. Overtime hours, as reported on the certified payrolls, will be paid an additional 30% of the bid price for 652.38. The computation and additional payment for overtime hours will occur during the project close-out process and will be paid as additional hours of 652.38 to the nearest ¼ hour. The contract unit price shall be full compensation for hiring, transporting, equipping, supervising, and the payment of flaggers and all overhead and incidentals necessary to complete the work.

There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.

The accepted quantities of traffic officer hours will be paid for at the contract unit price per ¼ hour for each station occupied, with no additional payment for overtime. This price shall be full compensation for supplying uniformed officers with police cruisers, and all incidentals necessary to complete the work; including transportation, equipment, and supervision.

Payment for temporary pavement marking lines and pavement marking removal will be made under the respective pay item in Section 627 - Pavement Markings.

Payment for temporary traffic signals will be made under Section 643 - Traffic Signals.

The accepted quantity of Portable Changeable Message Signs will be paid for at the Contract unit price each. This price shall be full compensation for furnishing, relocating, maintaining and removing the PCMS. The price also includes all costs associated with setting-up and paying for a data cellular account, technical support, training and any costs associated with the GPS location device.

Progress payment of each PCMS shall be pro-rated over the duration of the Contract. Contract duration shall be from the specified Contract start date to substantial completion or Contract completion, whichever is sooner.

For a PCMS that fails to operate when required, the Contractor will be given 24-hours to repair or replace the PCMS. For periods longer than 24-hours, payment will be reduced based on the pro-rated time that the PCMS is out of service.

Drums will be paid for at the contract unit price each, or at the Contract lump sum price, as designated in the Plans and specifications. Such payment shall be full compensation for all drums as shown on the Plans or required to complete the work.

The Truck Mounted Attenuator(s) will be paid for at the Contract unit price per calendar day. This price shall include all costs associated with the use of the vehicle. Payment shall include operator, fuel, truck, maintenance, flashing lights, arrow board and all other incidentals necessary to operate the vehicle.

The Automated Trailer Mounted Speed Limit Sign(s) will be paid for at the Contract unit price per calendar day or per each. This price shall include all costs associated with the use of the Automated Trailer Mounted Speed Limit Sign.

The accepted quantity of temporary portable rumble strips will be paid for at the contract unit price per unit which shall include the transport device. Payment is full compensation for providing, relocating, maintaining or replacing, and removing temporary portable rumble strips. If the pay item is not included in the contract quantities, then the Authority does not anticipate the use of this item on the contract. If contractor wishes to utilize temporary portable rumble strips and the item is not in the contract, then the contractor may propose use of them to the Authority for consideration.

Payment will be made under:

Pay Item

Pay Unit

652.30	Flashing Arrow	Each
652.31	Type I Barricade	Each
652.311	Type II Barricade	Each
652.312	Type III Barricades	Each
652.32	Battery Operated Light	Each
652.33	Drum	Each
652.331	Drum	Lump Sum
652.34	Cone	Each
652.35	Construction Signs	Square Foot
652.351	Construction Signs-Supplied by Authority	Square Foot
652.36	Maintenance of Traffic Control Devices	Calendar Day
652.361	Maintenance of Traffic Control Devices	Lump Sum
652.38	Flaggers	Hour
652.381	Traffic Officers	Hour
652.41	Portable-Changeable Message Sign	Each
652.45	Truck Mounted Attenuator	Calendar Day
652.4501	Truck Mounted Attenuator – 24,000 LB	Calendar Day
652.451	Automated Trailer Mounted Speed Limit Sign	Calendar Day
652.452	Automated Trailer Mounted Speed Limit Sign	Each
652.46	Temporary Portable Rumble Strips	Unit
652.47	Sequential Flashing Warning Lights	Each

SPECIAL PROVISION

SECTION 719

SIGNING MATERIAL

Section 719.01 Reflective Sheeting

This Subsection is deleted in its entirety and replaced with the following:

Retroreflective sheeting for signs shall meet at a minimum the requirements for ASTM 4956 – Type XI (Prismatic) manufactured by 3M Company, for all signs.

Reflective sheeting, used in sign construction, shall have been manufactured within the six months immediately prior to the fabrication of each sign. Upon delivery at the job site of each shipment of signs, a letter of certification shall be provided that the reflective sheeting conforms to the requirements.

For Type 1 Guide Signs, all reflective sheeting shall be color matched on each sign unit.

All warning signs shall be fluorescent yellow except for Ramp Advisory Speed signs which shall be yellow.

All Construction Series signs that use orange backgrounds shall be fluorescent orange.

All Pedestrian Signs shall be fluorescent yellow-green.

EZ-PASS Purple shall conform to the FHWA Purple color box.

719.02 Demountable High Intensity Reflectorized Letters, Numerals, Symbols, and Borders

This Subsection, including the title, is deleted in its entirety and replaced with the following:

719.02 Letters, Numerals, Symbols, and Borders

All signs shall be manufactured utilizing Direct Applied letters, numerals, symbols and borders or be Digitally Printed meeting all sign sheeting manufacturer's (3M) requirements to ensure that the manufacturer's warranty will be in full effect.

All Type 1 overhead signs, Type 1 interchange signs and any other Type 1 signs over 100 square feet shall utilize Direct Applied letters, numerals, symbols and borders.

Direct Applied

Direct reflectorized applied letters, numerals, symbols and borders shall consist of cut out sheeting that shall meet at a minimum the requirements for ASTM 4956 – Type XI (Prismatic) sheeting. The sheeting material used for the direct applied legend shall be the same type as used for the background.

Digitally Printed

Digital printing methods may be used to produce the sign copy and borders on retroreflective sheeting. Retroreflective sheeting complying with ASTM D 4956 Type XI and designated by the manufacturer as suitable for digital printing traffic signs along with associated ink and premium overlay film. Digitally Printed signs shall meet all sign sheeting manufacturer's (3M) requirements to ensure that the manufacturer's warranty will be in full effect

Transparent and opaque durable inks used in digital printed sign copy and borders shall be as recommended by the sheeting manufacturer (3M). Digital printed traffic colors shall be properly applied and shall have a warranty life of the base retroreflective sign sheeting. Digitally printed signs shall present a flat surface, free from foreign material, and all copy and borders shall be clear and sharp. Digital printed signs shall conform to 70% of the retroreflective minimum values established for its type and color (applicable to traffic colors only), as required by ASTM D 4956. Digital printed signs shall meet the daytime color and luminance, and nighttime color requirements of ASTM D 4956. Printed traffic colors shall meet the accelerated weathering and colorfastness requirements of ASTM D 4956. Digitally printed black shall remain sufficiently opaque for its intended use for the warranty period of the base sheeting. No variations in color or overlapping of colors will be permitted.

Digitally printed traffic signs shall have an integrated engineered match component clear UV- premium protective overlay recommended by the sheeting manufacturer applied to the entire face of the sign.

All digitally printed traffic signs shall utilize an integrated engineered match component system for materials and printing process and equipment. The integrated engineered match component system shall consist of retroreflective sheeting, durable ink(s), and clear protective overlay film, as specified by the sheeting manufacturer, applied to aluminum substrate.

The sign fabricator shall use an integrated engineered match component system digital printer approved by the sheeting manufacturer. Each approved digital printer shall only use the compatible retroreflective sign sheeting manufacturer's engineered match component system products. The sign fabricator shall maintain their digital printer's color calibration according to the sheeting manufacturer's requirements to help ensure digitally printed signs meet the manufacturer's specifications. The fabricator shall be trained by the sheeting manufacturer to produce digitally printed traffic signs that qualify for the sheeting manufacturer's warranty.

General

Type 1 Guide Signs shall have two-inch-tall, series C text that indicates the sign size, and the sign install date (MM/YY) located two inches above the bottom border of the sign.

APPENDIX A

Section 11 – State Transportation Facilities Permit by Rule Regulations

Chapter 305: PERMIT BY RULE

- 1. Introduction.** A "permit by rule" or "PBR", when approved by the Department of Environmental Protection (DEP), is an approval for an activity that requires a permit under the Natural Resources Protection Act (NRPA). Only those activities described in this chapter may proceed under the PBR process. A PBR activity will not significantly affect the environment if carried out in accordance with this chapter, and generally has less of an impact on the environment than an activity requiring an individual permit. A PBR satisfies the Natural Resources Protection Act (NRPA) permit requirement and Water Quality Certification requirement.

If a proposed activity is not described in this chapter, or will not be conducted in accordance with the standards of this chapter, the applicant must obtain an individual permit prior to beginning the activity.

- A. Location of activity.** The location of an activity may affect whether an activity qualifies for PBR, and whether review by the Department of Inland Fisheries and Wildlife is required.

- (1) Type of resource. For some types of activities, the availability of a PBR is affected by the type of natural resource in or adjacent to which the activity is proposed. For example, an applicant proposing an activity consisting of "Movement of rocks or vegetation" may receive a PBR only if the activity will take place in a great pond, river, stream or brook. Limitations concerning the location of activities are addressed in the "Applicability" provision in each section of this chapter.
- (2) Essential habitat. Essential habitats include areas critical to the survival of threatened and endangered species such as the bald eagle, least tern, roseate tern, and piping plover. If the activity is located in essential habitat, such as near an eagle nesting site, a PBR is only available if the applicant obtains written approval from the Department of Inland Fisheries and Wildlife (IF&W). This approval from IF&W must be submitted to the DEP with the PBR notification form, and the applicant must follow any conditions stated in the IF&W approval.

NOTE: Maps showing areas of essential habitat are available from the Department of Inland Fisheries and Wildlife regional headquarters, municipal offices, the Land Use Regulation Commission (for unorganized territories) and DEP regional offices. If the activity is located in essential habitat, IF&W must be contacted to request and obtain a "certification of review and approval".

- B. Notification.** The applicant must file notice of the activity with the DEP prior to beginning work on the activity. The notification must be on a form provided by the DEP and must include any submissions required in this chapter. The applicant must keep a copy to serve as the permit.

The notification form must be sent to the DEP by certified mail (return receipt requested), or hand delivered to the DEP and date stamped by the department. By signing the notification form, the applicant is representing that the activity will meet the applicability requirements and standards of the rule. In addition, by signing the notification form the applicant represents that the applicant has sufficient title, right, or interest in the property where the proposed activity is to take place.

C. Effective period

- (1) Beginning of period. The PBR becomes effective 14 calendar days after the DEP receives the notification form, unless the DEP approves or denies the PBR prior to that date. If the DEP does not speak with or write to the applicant within this 14 day period regarding the PBR notification, the applicant may proceed to carry out the activity.

There are three exceptions regarding the effective date of an approved PBR:

- (a) Activities listed in Section 10 (Stream crossings) occurring in association with forest management are exempt from the 14 day waiting period.
- (b) Activities listed in Section 10 (Stream crossings) performed or supervised by individuals currently certified in erosion control practices by the DEP are exempt from the 14 day waiting period. To be certified in erosion control practices, an individual must successfully complete all course requirements of the Voluntary Contractor Certification Program administered by the DEP's Nonpoint Source Training and Resource Center.
- (c) Activities that are part of a larger project requiring a permit under the Site Location of Development or the Storm Water Management Acts may not proceed until any required permit under those laws is obtained.

NOTE: Activities that are part of a larger project may require other permits from the DEP also. These other laws may prohibit the start of construction of any part of the project unless a permit under that law is obtained. In these cases, while not a violation of this rule, starting work on a PBR approved activity would be a violation of those other applicable laws.

- (2) End of period. The PBR is generally effective for 2 years from the date of approval, except that a PBR for "Replacement of structures" under Section 4 is effective for 3 years.

NOTE: Activities that qualify under this chapter may need to meet other local, state and federal requirements. Examples -- (1) If an activity extends below the low water line of a lake, coastal wetland or international boundary water, the applicant should contact the Bureau of Parks and Lands (287-3061) concerning possible lease or easement requirements, or (2) If an activity will involve work below the mean high water line in navigable waters of the United States, the applicant should contact the Army Corps of Engineers (623-8367).

D. Discretionary authority. Notwithstanding compliance with the PBR applicability requirements and standards set forth in this chapter, the DEP may require an individual permit application to be filed in any case where credible evidence indicates that the activity:

- (1) May violate the standards of this rule or the NRPA (38 M.R.S.A. Section 480-D);
- (2) Could lead to significant environmental impacts, including cumulative impacts; or
- (3) Could adversely impact a resource of special concern.

If an individual permit is required pursuant to this subsection, the DEP shall notify the applicant in writing within the 14 calendar day waiting period described in sub-section (C) above. When

the DEP notifies an applicant that an individual permit is required, no work may be conducted unless and until the individual permit is obtained.

E. Violations. A violation of law occurs when a person, or his or her agent, performs or causes to be performed any activity subject to the NRPA without first obtaining a permit from the DEP, or acts contrary to the provisions of a permit. The person, his or her agent, or both, may be held responsible for the violation. Commonly, the "person" is the landowner, and the "agent" is the contractor carrying out the activity. A violation occurs when:

- (1) An activity occurs that is not allowed under PBR, whether or not a PBR notification form has been filed with and/or approved by the DEP;
- (2) An activity occurs that is allowed under PBR, but a PBR for the activity has not become effective prior to the beginning of the activity; or
- (3) An activity occurs that is allowed under PBR and a PBR for the activity is in effect, but the standards specified in this chapter are not met.

See the "applicability" provision under each activity for rules concerning what activities are allowed under PBR. A PBR is only valid for the person listed on the notification form, or for his or her agent.

Each day that a violation occurs or continues is considered a separate offense. Violations are subject to criminal penalties and civil penalties of not less than \$100 nor more than \$10,000 for each day of that violation (38 M.R.S.A. Section 349).

NOTE: A local Code Enforcement Officer (CEO) may take enforcement action for a violation of the Natural Resources Protection Act if he or she is authorized to represent a municipality in District Court, and he or she has been certified as familiar with court procedures, 30-A M.R.S.A. Section 4452(7).

11. State transportation facilities

A. Applicability

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation (MaineDOT) or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.

- (2) This section does not apply to an activity within a coastal sand dune system.

NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

B. Standards

- (1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.
- (2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife and the Department of Marine Resources, as applicable. The applicant must coordinate with the reviewing agencies and incorporate any recommendations from those agencies into the performance of the activity.
- (3) All construction activities undertaken must be detailed in a site-specific Soil Erosion and Water Pollution Control Plan and conducted in accordance with MaineDOT's Best Management Practices for Erosion and Sediment Control, dated January 2000, and Standard Specifications, dated December 2002.
- (4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.
- (5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.
- (6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.
- (7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland and Waterbodies Protection Rules, if the activity alters less than 15,000 square feet of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:
 - (a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or
 - (b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or
 - (c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(A), 9(B) and 9(C).
- (8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must coordinate with the reviewing agencies listed in paragraph 2 above to

improve fish passage and incorporate any recommendations from those agencies into the performance of the activity.

NOTE: For guidance on meeting the design objectives for fish passage, including peak flow, maximum velocity, mining depth and gradient, see the MaineDOT Waterbody and Wildlife Crossing Policy and Design Guide (July 2008), developed in conjunction with state and federal resource and regulatory agencies.

- (9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.
- (10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, the applicant must isolate the work area from the resource and divert stream flows around the work area, maintaining downstream flows while work is in progress.
- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom. If avoiding the operation of wheeled or tracked equipment in the water is not possible, the applicant must explain the need to operate in the water. Approval from the DEP to operate in the water must be in writing, and any recommendations from the DEP must be incorporated into the performance of the activity.
- (12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.
- (13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Erosion and sediment control best management practices must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 *et seq.*
- (14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above.
- (15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

- (16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.

- (17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.
- (18) Non-native species may not be planted in restored areas.
- (19) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 *et seq.*
- (20) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.
- (21) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

C. Definitions. The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) **Diversion.** The rerouting of a river, stream or brook around a construction site and then back to the downstream channel.
- (2) **Fill.** a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.
- (3) **Floodplain wetlands.** Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.
- (4) **Riprap.** Heavy, irregularly shaped rocks that are fit into place, without mortar, on a slope as defined in the MaineDOT Standard Specifications, dated December 2002.

APPENDIX B

ACOE Category 2 Permit and General Permit Standards and Conditions



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

MAINE GENERAL PERMITS (GPs)
AUTHORIZATION LETTER AND SCREENING SUMMARY

Mr. Sean Donohue
Maine Turnpike Authority
2360 Congress Street
Portland, Maine 04102

CORPS PERMIT # NAE-2022-01866
CORPS GP# 3
STATE ID# 75425

DESCRIPTION OF WORK:

The project involves the placement and maintenance of about 41,899 sq. ft. (0.96 acre) of fill within wetlands in conjunction with the construction of a southbound on-ramp located off Maine Turnpike (Route 95) and Lewiston Road (Route 126) in West Gardiner, Maine. Work is shown on the attached six sheets titled "MTA Gardiner Exit 102 New Southbound On-Ramp" and "WEST GARDINER EXIT 102", dated "June 28, 2021" and 8/2/2022.

See GENERAL & SPECIAL CONDITIONS attached

LAT/LONG COORDINATES: 44.207260° N -69.835404° W USGS QUAD: GARDINER, MAINE

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. **Your work is therefore authorized by the U.S. Army Corps of Engineers under the Federal Permit, the Maine General Permits (GPs) which can be found at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/>** Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Special Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation. Please review the GPs, including the GPs conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GPs requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 45 of the GPs (page 19) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GPs on October 14, 2025. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 14, 2026.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.**

II. STATE ACTIONS: PENDING [], ISSUED [X], DENIED [] DATE 8/18/2022

APPLICATION TYPE: PBR: X, TIER 1: , TIER 2: , TIER 3: , INDIV LURC: DMR LEASE: NA:

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 4 AUG 2022 LEVEL OF REVIEW: SELF-VERIFICATION: PRE-CONSTRUCTION NOTIFICATION: X
AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 , 404 X 10/404 , 103

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 978-318-8486 at our Augusta, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at: http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

AMANDA L. T. SAYLES
PROJECT MANAGER

FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION



US Army Corps
of Engineers®
New England District

PLEASE NOTE THE FOLLOWING GENERAL AND SPECIAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
MAINE GENERAL PERMIT 3
PERMIT NO. NAE-2022-01866

GENERAL CONDITIONS

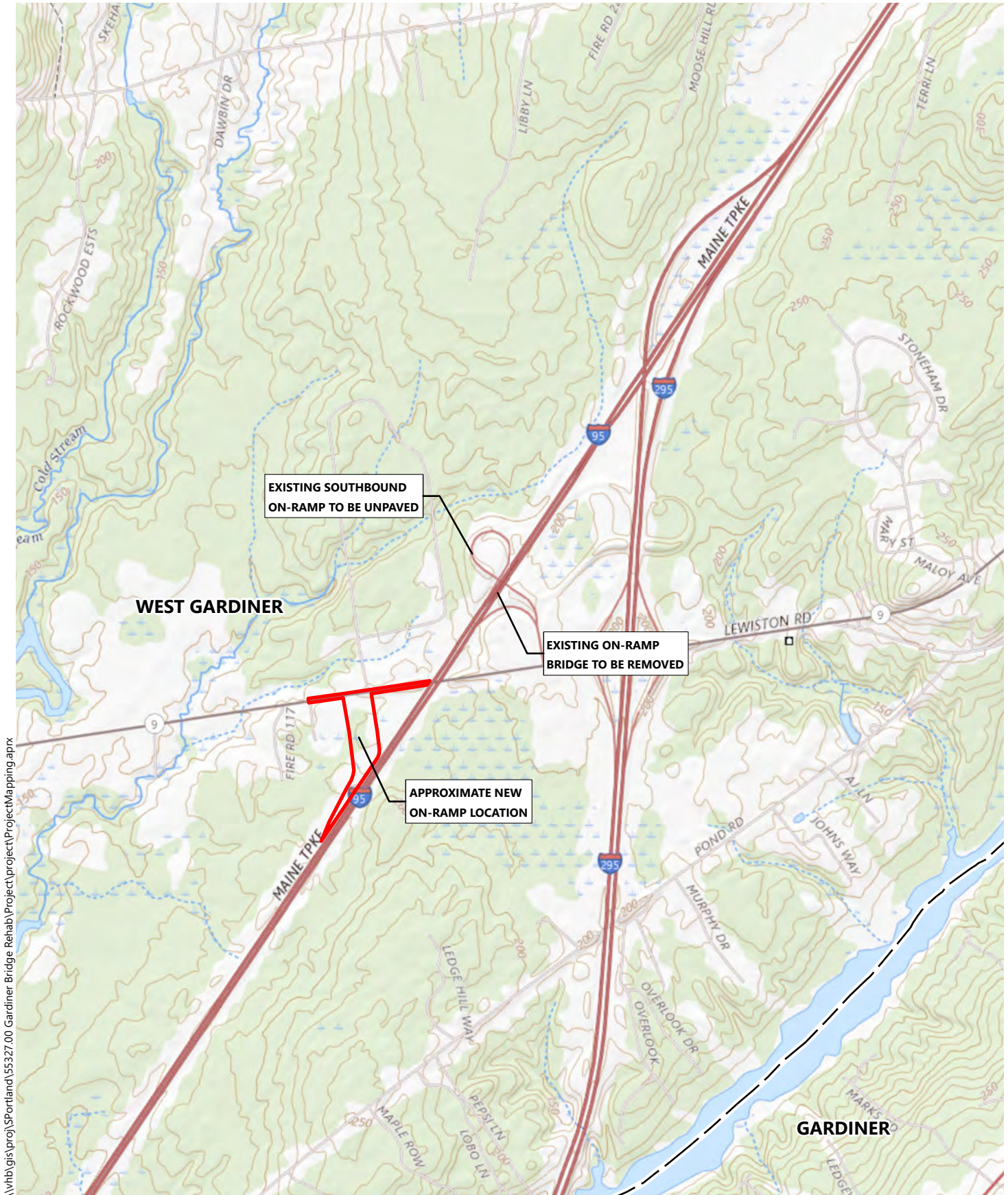
27. Heavy Equipment in Wetlands or Mudflats. Operating heavy equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and to the maximum extent practicable such equipment shall not be stored, maintained or repaired in wetlands. Where construction requires heavy equipment operation in wetlands, the equipment shall: a) have low ground pressure (typically <3 psi); b) be placed on swamp/construction/timber mats (herein referred to as "mats") that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation; or c) be operated on adequately dry or frozen wetlands such that shear pressure does not cause subsidence of the wetlands immediately beneath equipment and upheaval of adjacent wetlands. Mats are to be placed in the wetland from the upland or from equipment positioned on mats if already working within a wetland. Other support structures that are capable of safely supporting equipment may be used with written Corps authorization. Similarly, the permittee may request written authorization from the Corps to waive use of mats during frozen or dry conditions. Construction mats should be managed in accordance with construction mat best management practices (BMPs) found at: www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit

33. Permit(s)/Authorization Letter On-Site. The permittee shall ensure that a copy of the terms and conditions of these GPs and any accompanying authorization letter with attached plans are at the site of the work authorized by these GPs whenever work is being performed and that all construction personnel performing work which may affect waters of the U.S. are fully aware of the accompanying terms and conditions. The entire permit authorization shall be made a part of any and all contracts and subcontracts for work that affects areas of Corps jurisdiction at the site of the work authorized by these GPs. This shall be achieved by including the entire permit authorization in the specifications for work. The term "entire permit authorization" means all terms and conditions of the GPs, the GPs, and the authorization letter (including its drawings, plans, appendices and other attachments) and subsequent permit modifications as applicable. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or subcontract. Although the permittee may assign various aspects of the work to different contractors or subcontractors, all contractors and subcontractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire GP authorization, and no contract or subcontract shall require or allow unauthorized work in areas of Corps jurisdiction.

34. Inspections. The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is eligible for authorization under these GPs, is being, or has been performed in accordance with the terms and conditions of these GPs. To facilitate these inspections, the permittee shall complete and return to the Corps the Work-Start Notification Form and the Compliance Certification Form when either is provided with an authorization letter. These forms are attached after the plans.

SPECIAL CONDITIONS

1. Compensatory mitigation for unavoidable impacts to palustrine-emergent and forested shall consist of purchasing 0.96 credit from the Maine Natural Resource Conservation Fund. As of the date of this authorization letter, the current cost to purchase this credit is \$219,131.77. The attached completed In-Lieu-Fee (ILF) Project Data Worksheet shall be mailed with a cashier's check or bank draft made out to "Treasurer, State of Maine", with Corps file number "NAE-2022-01866" and "For ILF accountant only" clearly noted on the check. The check and worksheet shall be mailed to Maine Department of Environmental Protection, Attention: ILF Program Administrator, 17 State House Station, Augusta, Maine 04333. No impacts authorized by this permit shall begin until the Corps receives a copy of the letter from the Maine Department of Environmental Protection (Maine DEP) to the permittee stating that the Maine DEP has received the check and accepts responsibility for mitigation. The in-lieu-fee amount is valid for one year from the date of this authorization letter and is subject to change.



\\vhb\gis\proj\SPortland\55327.00 Gardiner Bridge Rehab\Project\Project\ProjectMapping.aprx

**MTA Gardiner Exit 102
New Southbound On-Ramp**

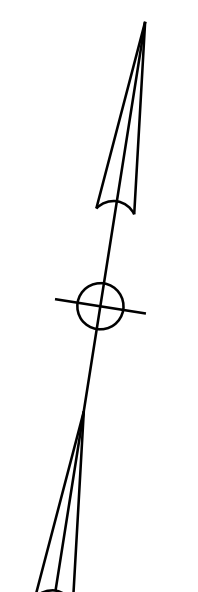
West Gardiner, Maine

USGS Locus Figure

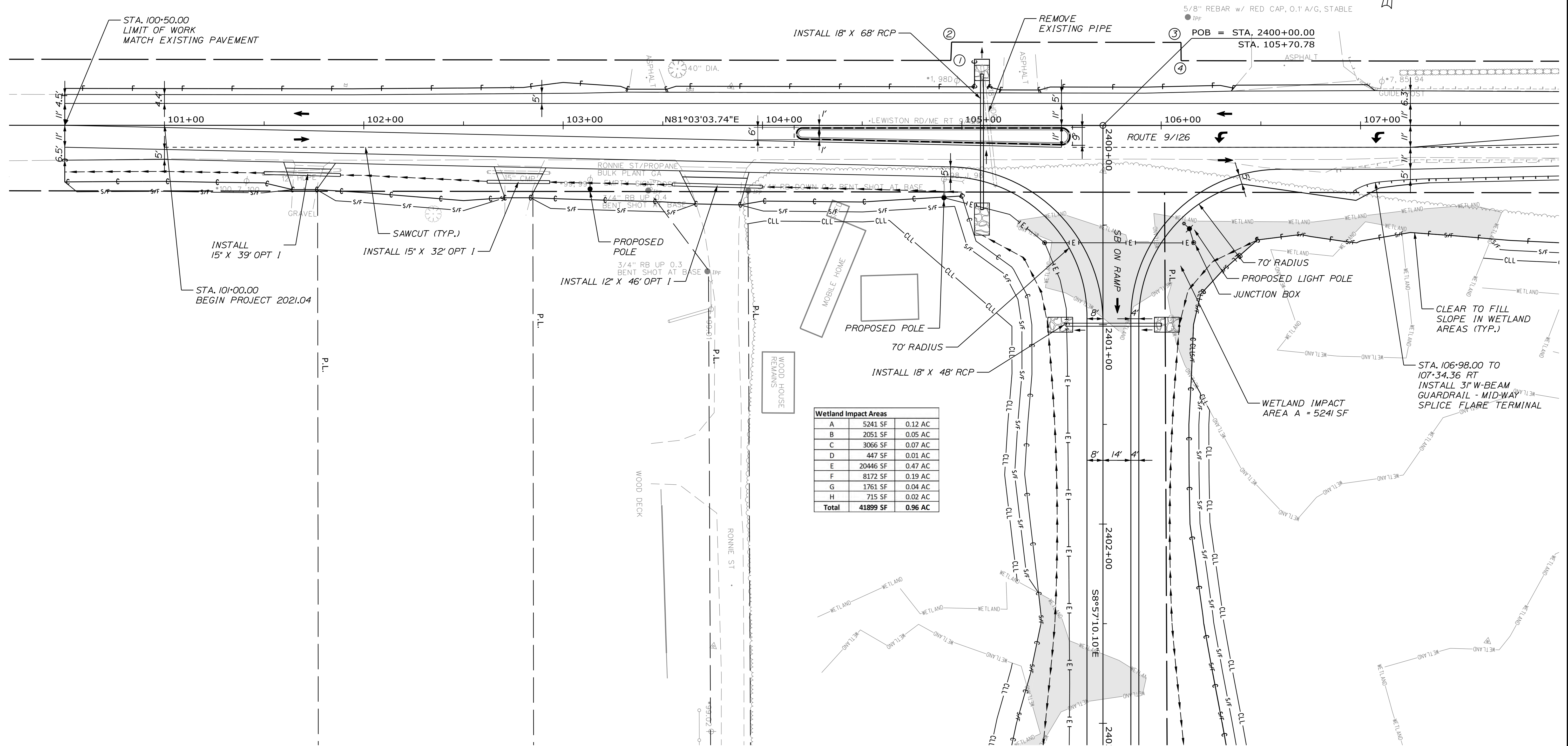
- Approximate Project Location
- Town Boundaries

POINT	STATION	OFFSET
1	104+94.50	32.59' LT
2	104+94.83	41.79' LT
3	106+09.93	41.65' LT
4	106+10.00	32.45' LT

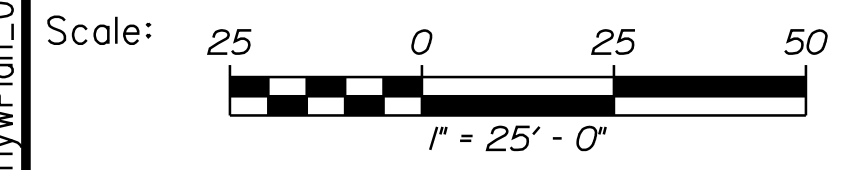
LINE	BEARING	DISTANCE
1-2	N 6°52'36" W	9.20'
2-3	N 8°07'13" E	115.10'
3-4	S 9°22'02" E	9.20'
4-1	S 8°07'13" W	115.50'



Date: 8/2/2022



Wetland Impact Areas		
A	5241 SF	0.12 AC
B	2051 SF	0.05 AC
C	3066 SF	0.07 AC
D	447 SF	0.01 AC
E	20446 SF	0.47 AC
F	8172 SF	0.19 AC
G	1761 SF	0.04 AC
H	715 SF	0.02 AC
Total	41899 SF	0.96 AC



Designed by:



VANASSE HANGEN BRUSTLIN, INC.
 500 Southborough Dr.
 Suite 105B
 South Portland, ME 04106
 TEL (207) 889-3150
 FAX (207) 253-5596



**THE GOLD STAR
 MEMORIAL HIGHWAY**

**WEST GARDINER
 EXIT 102
 GENERAL PLAN (1 OF 6)**

No.	Revision	By	Date

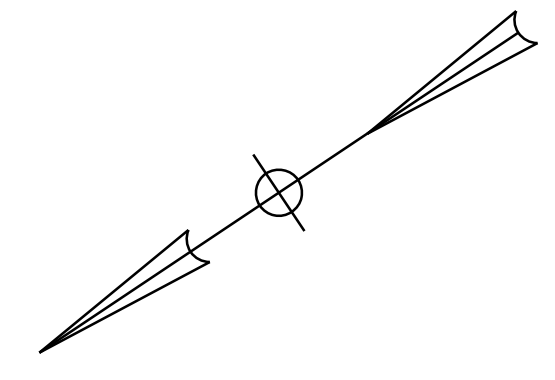
CONSULTANT PROJECT MANAGER: A. Grande			
	By	Date	
Designed	JBD	8/2/2022	Checked ECF 8/2/2022
Drawn	AGC	8/2/2022	In Charge of AG 8/2/2022

MTA PROJECT MANAGER: Ralph Norwood, IV

VHB: 55327.00
 CONTRACT: 2021.04

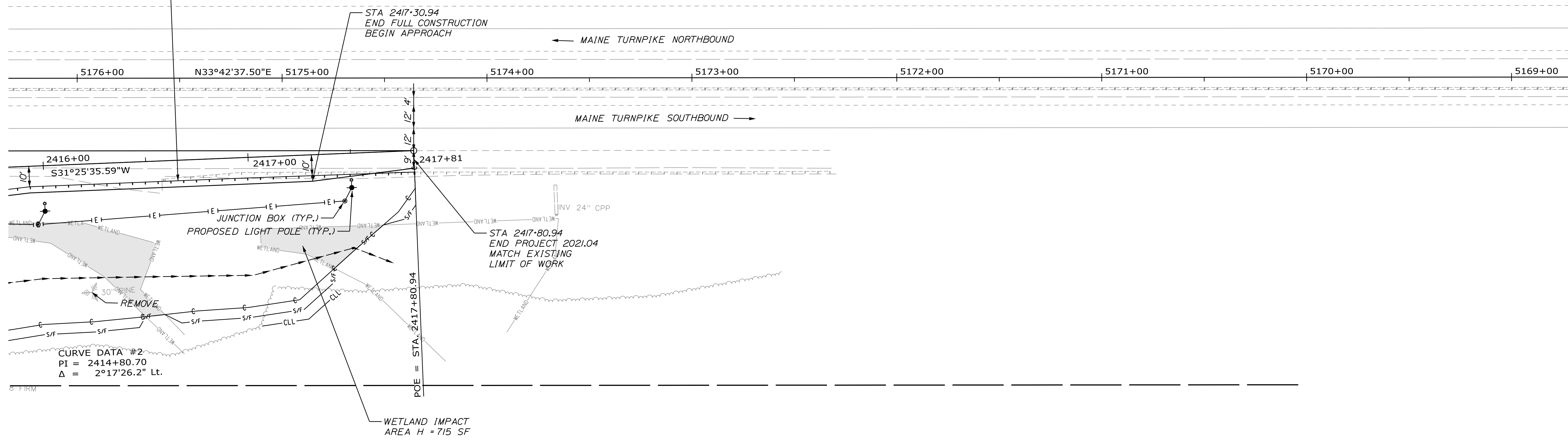
SHEET NUMBER: 12
 12 OF 89

Filename: ...012_HywwPlan_01.dgn



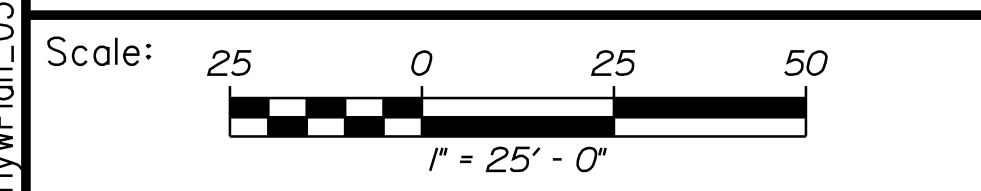
Date: 8/2/2022

STA. 2416+05.69 TO
2417+80.69 RT
INSTALL 3" W-BEAM
GUARDRAIL - MID-WAY
SPLICE (8' STEEL POSTS,
8" OFFSET BLOCKS,
SINGLE FACED)




Wetland Impact Areas		
A	5241 SF	0.12 AC
B	2051 SF	0.05 AC
C	3066 SF	0.07 AC
D	447 SF	0.01 AC
E	20446 SF	0.47 AC
F	8172 SF	0.19 AC
G	1761 SF	0.04 AC
H	715 SF	0.02 AC
Total	41899 SF	0.96 AC

Filename: ...016_HwyPlan_05.dgn



Designed by:



No.	Revision	By	Date

CONSULTANT PROJECT MANAGER: A. Grande

	By	Date		By	Date
Designed	JBD	8/2/2022	Checked	ECF	8/2/2022
Drawn	AGC	8/2/2022	In Charge of	AG	8/2/2022

VANASSE HANGEN BRUSTLIN, INC.
500 Southborough Dr.
Suite 105B
South Portland, ME 04106
TEL (207) 889-3150
FAX (207) 253-5596



**THE GOLD STAR
MEMORIAL HIGHWAY**

MTA PROJECT MANAGER: Ralph Norwood, IV

WEST GARDINER
EXIT 102
GENERAL PLAN (5 OF 6)

VHB: 55327.00
CONTRACT: 2021.04

SHEET NUMBER: 16
16 OF 89



**US Army Corps
of Engineers**®
New England District

**GENERAL PERMIT
WORK-START NOTIFICATION FORM**
(Minimum Notice: Two weeks before work begins)

EMAIL TO: Amanda.L.Sayles@usace.army.mil

-or-

MAIL TO: Amanda. L. T. Sayles
U.S. Army Corps of Engineers, New England District
Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

A Corps of Engineers Permit (NAE-2022-01866) was issued to Maine Turnpike Authority. The permit authorized the permittees to place and maintain 41,899 sq. ft. (0.96 acre) of fill within wetlands in conjunction with the construction of a southbound on-ramp located off Maine Turnpike (Route 95) and Lewiston Road (Route 126) in West Gardiner, Maine.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone: () _____ () _____

Proposed Work Dates: Start: _____

Finish: _____

PERMITTEE'S SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

FOR USE BY THE CORPS OF ENGINEERS

PM: SAYLES Submittals Required: No

Inspection Recommendation: Random Maine General Permit Compliance



(Minimum Notice: Permittee must sign and return notification within one month of the completion of work.)

US Army Corps of Engineers[®]
New England District

COMPLIANCE CERTIFICATION FORM

Corps of Engineers Permit No: NAE-2022-01866

Name of Permittee: Maine Turnpike Authority

Permit Issuance Date: September 7, 2022

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

EMAIL TO: Amanda.L.Sayles@usace.army.mil

OR

MAIL TO: Amanda. L. T. Sayles
U.S. Army Corps of Engineers, New England District
Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

() _____
Telephone Number

() _____
Telephone Number

APPENDIX C

Asbestos Demolition Impact Assessment



Asbestos Demolition/Renovation Impact Survey

(LCC Project # 21-0382)

Prepared For:

Ralph Norwood
Project Manager
Maine Turnpike Authority
2360 Congress Street
Portland, Maine 04101

Email:

rnorwood@maineturnpike.com

Project Location:

**7 Ronnie Street
West Gardiner, Maine 04345**

From:

Dana Codrey
Project Manager
Lakeside Concrete Cutting, Inc
12 Railroad Street
Newport, Maine 04953
207-773-1276

May 19, 2021



May 19, 2021

Re: Asbestos Demolition Impact Assessment

Dear Ralph:

Lakeside Concrete Cutting and Abatement Professionals is providing you with the asbestos bulk testing results for the samples collected from readily accessible building materials that may be impacted by demolition/renovations activities at **7 Ronnie Street, West Gardiner Maine 04345**.

LCC collected thirty bulk samples suspect building material that may be impacted by renovations/demolition activities. The building materials collected included multiple types of flooring, wall materials, ceiling materials, roofing materials, and other miscellaneous suspect materials within the boundaries of the complex. The MDEP Chapter 425 and USEPA has minimum sampling requirements for asbestos building material investigations. The requirements are as follows;

Surfacing materials; sprayed or applied by trowel and include fireproofing materials and various plasters. At least three bulk samples of surfacing materials were collected from each homogeneous area that was less than 1,000-square feet. Five bulk samples were collected for areas 1,000 to 5,000-square feet, and seven bulk samples were collected for area greater than 5,000-square feet.

Thermal system insulation: including boiler cover, pipe cover, and duct insulation were assessed. The materials were either assumed to be asbestos containing or were sampled as follows; At least three bulk samples of thermal system insulation from each homogenous area or at least one bulk sample from each homogeneous patched area if the section is less than six linear or square feet.

Miscellaneous ACM: includes a variety of ceiling tiles, floor tiles, and gypsum board. Sample quantities for miscellaneous ACM follow the same requirements as for the two previously mentioned ACM types.

The bulk samples were collected with standard sampling protocols, properly packaged, maintained and delivered to Northeast Laboratory for analysis by Polarized Light Microscopy (PLM) specific to asbestos content by volume.

APC collected sample groups of suspect homogenous building materials from the structure at the site that will likely be impacted by demolition/renovation activities. **The bulk sample analysis indicates that the structure does not have regulated asbestos containing building materials.**

LCC#21-0382



The attached bulk sample analysis indicates that there are not detectable levels of asbestos. Should any additional suspect building materials be found during any of the demolition/renovation work, the work should immediately stop until additional sampling can be conducted.

We appreciate the opportunity to service your asbestos testing needs, should you require further bulk or air quality sampling please feel free to contact us at any time.

Very truly,

Dana Codrey
Project Manager

Certificate of Analysis

**Analysis Report of Bulk Material via
EPA Method 600/R-93/116 Polarized
Light Microscopy**

Project Number: 21-0382
PO Number: 7 Ronnie
Lab Range: 502101216-245
Received Date: 5/10/2021
Report Date: 5/12/2021

Attention: Lakeside Concrete Cutting Inc DBA Abatement Professionals
590 County Rd.
Westbrook, ME 04092

Sample ID	Description	Test	Analyzed Date	Analyst	Color	Non-Asbestos		Asbestos
						Fibrous	Non-Fibrous	
502101216	B1/L.R. Tile	PLM NOB	5/12/2021	TP	TAN	--	65%	Not Detected
502101217	B2/L.R. Tile	PLM NOB	5/12/2021	TP	TAN	--	63%	Not Detected
502101218	B3/L.R. Tile	PLM NOB	5/12/2021	TP	TAN	--	63%	Not Detected
502101219	B4/Textured Ceiling	PLM Visual Estimate	5/11/2021	TP	WHITE	--	100%	Not Detected
502101220	B5/Textured Ceiling	PLM Visual Estimate	5/11/2021	TP	WHITE	--	100%	Not Detected
502101221	B6/Textured Ceiling	PLM Visual Estimate	5/11/2021	TP	WHITE	--	100%	Not Detected
502101222	B7/Frt. Bedroom Tile	PLM NOB	5/12/2021	TP	BLACK	--	81%	Not Detected
502101223	B8/Frt. Bedroom Tile	PLM NOB	5/12/2021	TP	BLACK	--	83%	Not Detected
502101224	B9/Frt. Bedroom Tile	PLM NOB	5/12/2021	TP	BLACK	--	82%	Not Detected
502101225	B10/Seam Filler	PLM Visual Estimate	5/11/2021	TP	TAN	65%	35%	Not Detected
502101226	B11/Seam Filler	PLM Visual Estimate	5/11/2021	TP	TAN	65%	35%	Not Detected
502101227	B12/Seam Filler	PLM Visual Estimate	5/11/2021	TP	TAN	70%	30%	Not Detected
502101228	B13/Middle B.R. Tile	PLM NOB	5/12/2021	TP	BLUE	--	88%	Not Detected
502101229	B14/Middle B.R. Tile	PLM NOB	5/12/2021	TP	BLUE	--	91%	Not Detected
502101230	B15/Middle B.R. Tile	PLM NOB	5/12/2021	TP	BLUE	--	90%	Not Detected

Certificate of Analysis

**Analysis Report of Bulk Material via
 EPA Method 600/R-93/116 Polarized
 Light Microscopy**

Project Number: 21-0382
PO Number: 7 Ronnie
Lab Range: 502101216-245
Received Date: 5/10/2021
Report Date: 5/12/2021

Attention: Lakeside Concrete Cutting Inc DBA Abatement Professionals
 590 County Rd.
 Westbrook, ME 04092

502101231	B16/Kitchen Linoleum	PLM NOB	5/11/2021	TP	TAN	20%	31%	Not Detected
502101232	B17/Kitchen Linoleum	PLM NOB	5/11/2021	TP	TAN	22%	33%	Not Detected
502101233	B18/Kitchen Linoleum	PLM NOB	5/11/2021	TP	TAN	22%	33%	Not Detected
502101234	B19/Kitchen Entry Linoleum	PLM NOB	5/11/2021	TP	TAN	12%	22%	Not Detected
502101235	B20/Kitchen Entry Linoleum	PLM NOB	5/11/2021	TP	TAN	14%	26%	Not Detected
502101236	B21/Kitchen Entry Linoleum	PLM NOB	5/11/2021	TP	TAN	15%	27%	Not Detected
502101237	B22/Bathroom	PLM NOB	5/11/2021	TP	WHITE	16%	24%	Not Detected
502101238	B23/Bathroom	PLM NOB	5/11/2021	TP	WHITE	16%	25%	Not Detected
502101239	B24/Bathroom	PLM NOB	5/11/2021	TP	WHITE	16%	25%	Not Detected
502101240	B25/Back Bedroom Tile	PLM NOB	5/11/2021	TP	TAN	--	33%	Not Detected
502101241	B26/Back Bedroom Tile	PLM NOB	5/11/2021	TP	TAN	--	28%	Not Detected
502101242	B27/Back Bedroom Tile	PLM NOB	5/11/2021	TP	TAN	--	39%	Not Detected
502101243	B28/Basement Linoleum	PLM NOB	5/11/2021	TP	BROWN	19%	18%	Not Detected
502101244	B29/Basement Linoleum	PLM NOB	5/11/2021	TP	BROWN	20%	20%	Not Detected
502101245	B30/Basement Linoleum	PLM NOB	5/11/2021	TP	BROWN	19%	19%	Not Detected

Should you have any questions concerning your asbestos test result(s), please feel free to call us. Thank you for using Northeast Laboratory Services. Contact NEL for your other environmental analytical needs, including water testing for lead and arsenic or indoor air quality.

Certificate of Analysis

Administrative Offices

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EPA Method 600/R-93/116 Polarized
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Westbrook, ME 04092

Authorized By



Andrew McCaw, Laboratory Supervisor

Review Date

5/12/2021

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