2020 CONSTRUCTION SEASON

The Contractor may begin any or all Pre-Phase 1 work as defined in the Contract Documents for Project No. 39-20-01 Part A. All work associated with both north and south toll plaza sites as described in the Contract Documents for Project No. 39-20-01 Part B Work Items shall include removing trees, clearing and grubbing, new fence installation around all new right of way, install all required SWPPP, ***Construct embankment and*** grade both sites ***to provide positive drainage to the proposed ditches with a minimum depth of 3 foot below the new embankment*** ~~***to the subgrade elevations,***~~ and ~~***provide positive drainage by grading all***~~ ***Construct the proposed*** ditches ~~***and to drain the area***~~ around the new toll plaza sites ***including the detention basins***.

A. **Notice to Proceed (NTP):** The Commission will issue the Contractor the Notice to Proceed (NTP) by the Chief Engineer after the Contract is fully executed. Upon receipt of the NTP, the Contractor shall begin performance of preliminary investigations, survey layout work, as approved by the Chief Engineer, and preparation of the Baseline Construction Schedule, Shop Drawings, and submittals for this Project.

B. **Baseline Construction Schedule:** The Baseline Construction Schedule for the 2020 Construction Season of this Project shall be submitted and acceptable prior to the Contractor performing the Work in accordance with Articles 4.2 and 4.3 of the General Condition and SP 120A to the extent made applicable through incorporation in the Contract Documents. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in Article 4.2.4.2 of the General Conditions. The 2020 Construction Access Date shall signify the **beginning of the Work.**

C. **2020 Construction Access:** The Commission anticipates providing the Contractor access to the Turnpike on or about **September 25, 2020** at which time the Contractor may begin the Work for this Project.

D. **2020 Eastbound and Westbound Interim Substantial Completion:** The 2020 Eastbound and Westbound Interim Substantial Completion shall be defined as all Work described above for this Contract shall be completed and all traffic lanes and shoulders shall be open to Turnpike traffic including all traffic control and safety devices in place and approved by the Chief Engineer by **December 4, 2020**. Liquidated Damages for failure to complete the Work shall commence on **December 5, 2020**.

E. **Winter Temporary Shutdown Period:** The Contractor shall anticipate a Temporary Shutdown period commencing on **December 19, 2020** and continuing through **February 28, 2021** at which time no access should be anticipated for the Work for any Phase unless approved by the Chief Engineer except for tree removal.

2021 CONSTRUCTION SEASON

All Work associated with the removal and replacement of the Westbound Two (2) lanes and Right Shoulder including all Westbound Work from MP 2.7 to MP 7.26 as described in the Contract Documents for Project No. 39-20-01 Part A, Work will continue on both the north and south Toll Plaza Sites as described in the Contract Documents for Project No. 39-20-01 Part B, and All Work associated with the Wetland Construction as described in

the Contract Documents for Project No. 39-20-01 Part C.

F. **2021 Construction Recommencement:** The 2021 Construction Recommencement Milestone shall be defined as, **March 1, 2021**, when the Contractor has discontinued the Winter Temporary Shutdown Period and may recommence project operations. At this time, prior to the 2021 Construction Access Milestone, the Contractor may only perform the required preliminary investigations, survey layout work and tree removal, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

G. **2021 Tree Removal Interim Milestone:** The 2021 Tree Removal Interim Milestone shall be defined as having all trees laid down on the ground or removed on the westbound side for the entire project by **March 30, 2021**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **April 1, 2021.**

H. **Baseline Construction Schedule:** The Baseline Construction Schedule for the 2021 Construction Season of this Project shall be submitted and acceptable, in accordance with Articles 4.2 and 4.3 of the General Condition and SP 120A, prior to the Contractor performing the Work. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in Article 4.2.4.2 of the General Condition.

I. **2021 Construction Access:** The 2021 Construction Access shall be defined as the time when the Contractor is provided access to begin the Maintenance of Traffic Phase Work of the Westbound Pavement Reconstruction which shall be **April 6, 2021**.

J. **2021 Toll Plaza Site Grading Completion Interim Milestone:** The 2021 Toll Plaza Site Grading Completion Interim Milestone shall be defined as having all the Toll Plaza Grading complete on both the north and south side of the Turnpike including stabilization, the toll plaza site drainage, access road for the south site completed with subbase, ditches and 58-21-01 Lay Down Areas in its entirety by **July ~~30~~*August 30*, 2021** in order to turn both the north and south sites over to the Building Contractor, Project 58-21-01. The Toll Plaza building sites and staging areas are defined on the Contractor Coordination Drawing located on Project 39-20-01B, Sheets 9 thru 13 of 41. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **July~~August~~ 31, 2021**.

K. **2021 Permanent Seeding Completion Interim Milestone:** The 2021 Permanent Seeding Completion Interim Milestone shall be defined as having all permanent seeding complete for all disturbed areas for the Westbound Work in its entirety, all waste sites and both Toll Plaza Sites by **September 30, 2021**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **October 1, 2021.**

L. **2021 Westbound Pavement Completion Interim Milestone:** The 2021 Westbound Pavement Completion Interim Milestone shall be defined as

completing all Westbound mainline asphalt paving and ramp asphalt paving by **October 15, 2021.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **October 16, 2021.**

M. **2021 Westbound Substantial Completion Interim Milestone:** The 2021 Westbound Substantial Completion Interim Milestone shall be defined as having all traffic lanes and both shoulders open to Turnpike traffic in both directions including all traffic control and safety devices in place and approved by the Chief Engineer by **November 5, 2021.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **November 6, 2021.**

N. **2021 Westbound Final Interim Completion:** The 2021 Westbound Final Interim Completion Milestone shall be defined as all Westbound Work and Wetland Construction for this Contract, including all Westbound and Wetland punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents as detailed for Part A by **December 6, 2021.** Liquidated Damages for failure to complete the Work shall commence on **December 7, 2021.**

O. **Winter Temporary Shutdown Period:** The Contractor shall anticipate a Temporary Shutdown period commencing on **December 17, 2020** and continuing through **February 28, 2021** at which time no access should be anticipated for the Work for any Phase unless approved by the Chief Engineer except for tree removal.

2022 CONSTRUCTION SEASON

All Work associated with the removal and replacement of the Eastbound Two (2) lanes and Right Shoulder including all Eastbound Work from MP 2.7 to MP 7.26 as described in the Contract Documents for Project No. 39-20-01 Part A and Work will continue on both the north and south Toll Plaza Sites as described in the Contract Documents for Project No. 39-20-01 Part B.

P. **2022 Construction Recommencement:** The 2022 Construction Recommencement Milestone shall be defined as, **March 1, 2022**, when the Contractor has discontinued the Winter Temporary Shutdown Period and may recommence project operations. At this time, prior to the 2022 Construction Access Milestone, the Contractor may only perform the required preliminary investigations, survey layout work and tree removal, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

Q. **2022 Tree Removal Interim Milestone:** The 2022 Tree Removal Interim Milestone shall be defined as having all trees laid down or removed on the ground on the eastbound side for the entire project by **March 30, 2022**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **April 1, 2022.**

R. **Baseline Construction Schedule:** The Baseline Construction Schedule for the 2022 Construction Season of this Project shall be submitted and acceptable, in accordance with Articles 4.2 and 4.3 of the General Condition and SP 120A, prior

to the Contractor performing the Work. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in Article 4.2.4.2 of the General Conditions.

S. **2022 Construction Access:** The 2022 Construction Access shall be defined as the time when the Contractor is provided access to begin the Maintenance of Traffic Phase Work of the Eastbound Pavement Reconstruction which shall be **April 4, 2022**.

T. **2022 Toll Plaza Pavement Completion Interim Milestone:** The 2022 Toll Plaza Pavement Completion Interim Milestone shall be defined as completing all Toll Plaza asphalt paving included in the Part B by **July 29, 2022.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **July 30, 2022.**

U. **2022 Permanent Seeding Completion Interim Milestone:** The 2022 Permanent Seeding Completion Interim Milestone shall be defined as having all permanent seeding complete for all disturbed areas for the Eastbound Work in its entirety, all waste sites and both Toll Plaza Sites by **September 30, 2022**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **September 31, 2022.**

V. **2022 Eastbound Pavement Completion Interim Milestone:** The 2022 Eastbound Pavement Completion Interim Milestone shall be defined as completing all eastbound mainline asphalt paving and ramp asphalt paving by **October 16, 2022.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **October 17, 2022.**

W. **2022 Eastbound Substantial Completion Interim Milestone:** The 2022 Eastbound Substantial Completion Interim Milestone shall be defined as having all traffic lanes and both shoulders open to Turnpike traffic in both directions including all traffic control and safety devices in place and approved by the Chief Engineer by **November 4, 2022.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **November 5, 2022.**

X. **2022 Eastbound Final Interim Completion:** The 2022 Eastbound Final Interim Completion Milestone shall be defined as all Eastbound Work, and both the North and South Sites for this Contract, including all Eastbound and North and South Sites punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents as detailed for Part A by **December 5, 2022.** Liquidated Damages for failure to complete the Work shall commence on **December 6, 2022.**

Y. **Winter Temporary Shutdown Period:** The Contractor shall anticipate a Temporary Shutdown period commencing on **December 16, 2022** and continuing through **February 27, 2023** at which time no access should be anticipated for the Work for any Phase unless approved by the Chief Engineer except for tree removal.

2023 CONSTRUCTION SEASON

All Work associated with the removal and replacement of the Westbound and Eastbound Two (2) lanes and Right/Left Shoulders including all Westbound / Eastbound Work from MP 0.00 to MP 2.6 as described in the Contract Documents for Project No. 39-20-01 Part A.

Z. **2023 Construction Recommencement:** The 2023 Construction Recommencement Milestone shall be defined as, **March 3, 2023**, when the Contractor has discontinued the Winter Temporary Shutdown Period and may recommence project operations. At this time, prior to the 2023 Construction Access Milestone, the Contractor may only perform the required preliminary investigations, survey layout work and tree removal, as approved by the Chief Engineer, and preparation of the Construction Schedule, Shop Drawings and submittals for this Project.

AA. **2023 Tree Removal Interim Milestone:** The 2023 Tree Removal Interim Milestone shall be defined as having all trees laid down on the ground or removed on the westbound and eastbound sides from MP 0.0 to MP 2.6 by **March 31, 2023**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **April 1, 2023.**

BB. **Baseline Construction Schedule:** The Baseline Construction Schedule for the 2023 Construction Season of this Project shall be submitted and acceptable, in accordance with Articles 4.2 and 4.3 of the General Condition and SP 120A, prior to the Contractor performing the Work. Liquidated damages for failure to submit an acceptable Construction Schedule shall commence on the day the Contractor begins to perform the Work described in Article 4.2.4.2 of the General Condition.

CC. **2023 Construction Access:** The 2023 Construction Access shall be defined as the time when the Contractor is provided access to begin the Maintenance of Traffic Phase Work of the Westbound Pavement Reconstruction which shall be **April 3, 2023**.

DD. **2023 Permanent Seeding Completion Interim Milestone:** The 2023 Permanent Seeding Completion Interim Milestone shall be defined as having all permanent seeding complete for all disturbed areas for the Westbound / Eastbound Work in its entirety and all waste sites by **October 20, 2023**. Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **October 21, 2023.**

EE. **2023 Westbound / Eastbound Pavement Completion Interim Milestone:** The 2023 Westbound / Eastbound Pavement Completion Interim Milestone shall be defined as completing all Westbound / Eastbound mainline asphalt paving, ramp asphalt paving and approach slabs by **October 20, 2023.** Liquidated Damages for failure to complete this Interim Milestone as described above shall commence on **October 21, 2023.**

FF. **Substantial Completion:** Substantial Completion shall be defined as all Work for this Contract shall be completed and all traffic lanes and shoulders shall be open to Turnpike traffic including all traffic control and safety devices in place and approved by the Chief Engineer by **November 10, 2023.** Liquidated Damages for failure to complete the Work shall commence on **November 11, 2023.**

GG. **Final Completion:** Final Completion shall be defined as all Work for this Contract, including all punch list items, shall be completed in strict accordance with the Plans, Specifications, Special Provisions, and other Contract Documents by **December 11, 2023.** Liquidated Damages for failure to complete the Work shall commence on **December 12, 2023.**

It shall be noted that in order to meet the above referenced dates, the Contractor may be required to Work additional shifts and/or extended hours as well as periodic holidays and weekends. These additional forces shall be included in their Bid and there shall be no additional cost to the Commission.

SP 104 ACCESS TO TURNPIKE AND RESTRICTIONS

(06/2020)

The Contractor will be provided access and use of Turnpike roadways during the progress of the Work under this Project as follows:

A. Toll-free access for the Contractor's equipment and vehicles may be granted. A limited number of construction transponders will be issued for the Contractor's motor vehicles. A detailed request outlining the quantity and need for toll-free transponders must be submitted to and approved by the Chief Engineer.

B. It shall be the Contractor's responsibility to manage the issuance and use of all construction transponders for performing the Work under the Project. The Contractor shall be liable for any misuse of said transponders whether it is by the Contractor's forces or those of a subcontractor. Use of these transponders for personal travel or other travel not associated with this Project is strictly forbidden. The Contractor shall be advised that any personal or company transponders issued for use other than on this Project, must be removed from Project vehicles or properly stored in protective mylar bags provided. It is the responsibility of the Contractor to advise all subcontractors of the same requirements. The Commission will not be responsible for providing credit to accounts that are billed due to improper storage of personal or company transponders. Upon the completion of the Project, ALL transponders shall be returned to the Commission. Should the Contractor return less than the number issued to them, the Commission shall withhold the sum of one hundred ($100.00) dollars per transponder not returned from any monies due the Contractor.

C. The toll-free access, if granted, will be limited to a specified range of gates on each side of the Project limits. The Contractor will be charged a toll for all Turnpike travel outside the limits authorized by the toll-free access. Any method of operation involving such travel will be subject to such requirements and restrictions as the Commission may impose to facilitate proper collection of tolls and avoid undue inconvenience or hazard to the traveling public.