



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

April 9, 2020
Subject: Pavement Milling, HMA Overlay
With Drainage & Safety Improvements
State WIN: 022416.00
Location: **Cape Elizabeth**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE page 14, NOTICE TO CONTRACTORS, 1 page and **REPLACE** with the attached, revised NOTICE TO CONTRACTORS, 1 page.

REMOVE pages 17 – 19, Proposal Schedule of Items, 3 pages, dated 3/20/2020, and **REPLACE** with the attached, revised Proposal Schedule of Items, 3 pages, dated 4/8/2020.

REMOVE pages 20 – 27, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

REMOVE pages 55 – 25, SPECIAL PROVISION – SECTION 104 – Utilities, 3 pages, dated February 6, 2020, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 104 – Utilities, 3 pages, dated April 9, 2020.

Consider these changes and information prior to submitting your bid on **April 15, 2020**.

Sincerely,

A handwritten signature in black ink that reads 'George M. A. Macdougall'.

George M. A. Macdougall P.E.
Contracts & Specifications Engineer

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the Town of Cape Elizabeth" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on April 15, 2020 and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a Highway Construction, Paving, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. 2241600, WIN 22416.00.

Location: In Cumberland County, project is in Cape Elizabeth on Scott Dyer Road beginning at Spurwink Avenue and extending east 0.89 miles to Ocean House Road.

Outline of Work: Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements and other incidental work.

Basis of award will be Section 1. Sections 1 & 2 must be bid.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **George MacDougall** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday (or if that Monday is a state holiday, Friday) prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Specifications and bid forms may be seen at the MaineDOT Building in Augusta, Maine, and at the Department of Transportation's Regional Office in Scarborough. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

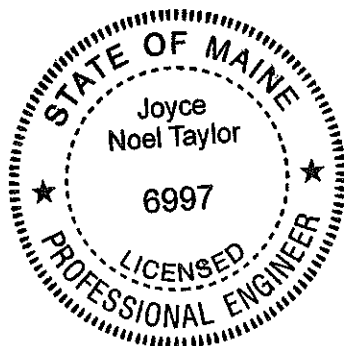
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of **\$12,000** payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition*, price \$10 [\$15 by mail], and *Standard Details, November 2014 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the MaineDOT to reject any or all bids.

Augusta, Maine
March 25, 2020



A handwritten signature in black ink that reads "Joyce Noel Taylor".

JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022416.00

Project(s): 22416.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | | Bid Amount | |
|----------------------|---|--------------------------------|------------|-----------|------------|-----------|
| | | | Dollars | Cents | Dollars | Cents |
| 0010 | 202.202 REMOVING PAVEMENT SURFACE | 2,520.000 SY | _____ | _____ | _____ | _____ |
| 0020 | 202.203 PAVEMENT BUTT JOINTS | 870.000 SY | _____ | _____ | _____ | _____ |
| 0030 | 403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS) | 60.000 T | _____ | _____ | _____ | _____ |
| 0040 | 403.210 HOT MIX ASPHALT 9.5 MM | 1,420.000 T | _____ | _____ | _____ | _____ |
| 0050 | 403.211 HOT MIX ASPHALT (SHIMMING) | 450.000 T | _____ | _____ | _____ | _____ |
| 0060 | 409.15 BITUMINOUS TACK COAT - APPLIED | 1,500.000 G | _____ | _____ | _____ | _____ |
| 0070 | 604.161 ALTERING CATCH BASIN | 2.000 EA | _____ | _____ | _____ | _____ |
| 0080 | 604.167 CHANGE CATCH BASIN GRATE TO CASCADE | 4.000 EA | _____ | _____ | _____ | _____ |
| 0090 | 604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE | 3.000 EA | _____ | _____ | _____ | _____ |
| 0100 | 604.182 CLEAN EXISTING CATCH BASIN AND MANHOLE | 30.000 EA | _____ | _____ | _____ | _____ |
| 0110 | 608.26 CURB RAMP DETECTABLE WARNING FIELD | 150.000 SF | _____ | _____ | _____ | _____ |
| 0120 | 615.07 LOAM | 2.000 CY | _____ | _____ | _____ | _____ |

Maine Department of Transportation

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Project(s): 22416.00

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Contractor: _____

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | | Bid Amount | |
|----------------------|---|--------------------------------|------------|-----------|------------|-----------|
| | | | Dollars | Cents | Dollars | Cents |
| 0130 | 618.13 SEEDING METHOD NUMBER 1 | 2.000 UN | _____ | _____ | _____ | _____ |
| 0140 | 619.12 MULCH | 2.000 UN | _____ | _____ | _____ | _____ |
| 0150 | 627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE | 13,020.000 LF | _____ | _____ | _____ | _____ |
| 0160 | 627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING | 1,470.000 SF | _____ | _____ | _____ | _____ |
| 0170 | 627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW | 26,040.000 LF | _____ | _____ | _____ | _____ |
| 0180 | 629.05 HAND LABOR, STRAIGHT TIME | 10.000 HR | _____ | _____ | _____ | _____ |
| 0190 | 631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR) | 10.000 HR | _____ | _____ | _____ | _____ |
| 0200 | 631.172 TRUCK - LARGE (INCLUDING OPERATOR) | 20.000 HR | _____ | _____ | _____ | _____ |
| 0210 | 652.34 CONE | 70.000 EA | _____ | _____ | _____ | _____ |
| 0220 | 652.35 CONSTRUCTION SIGNS | 630.000 SF | _____ | _____ | _____ | _____ |
| 0230 | 652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES | 24.000 CD | _____ | _____ | _____ | _____ |

Maine Department of Transportation

Proposal Schedule of Items

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Project(s): 22416.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | | Bid Amount | |
|----------------------|--|--------------------------------|---------------|-----------|------------|-----------|
| | | | Dollars | Cents | Dollars | Cents |
| 0240 | 652.38 FLAGGER | 420.000 HR | _____ | _____ | _____ | _____ |
| 0250 | 656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL | LUMP SUM | LUMP | SUM | _____ | _____ |
| 0260 | 659.10 MOBILIZATION | LUMP SUM | LUMP | SUM | _____ | _____ |
| Section: 1 | | | Total: | | _____ | _____ |

SECTION: 2 SANITARY

Alt Set ID: Alt Mbr ID:

Contractor: _____

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | | Bid Amount | |
|----------------------|---|--------------------------------|-------------------|-----------|------------|-----------|
| | | | Dollars | Cents | Dollars | Cents |
| 0270 | 812.162 ADJUSTING SEWER MANHOLE TO GRADE | 4.000 EA | _____ | _____ | _____ | _____ |
| 0280 | 812.1621 ADJUSTING SEWER MANHOLE TO GRADE WITH RING INSERT | 4.000 EA | _____ | _____ | _____ | _____ |
| Section: 2 | | | Total: | | _____ | _____ |
| | | | Total Bid: | | _____ | _____ |

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 22416.00 for the Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the Town of Cape Elizabeth, County of Cumberland, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. **Time.**

The Contractor agrees to complete all Work, except warranty work, within **15 Working Days**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, November 2014 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 1 \$ _____

Section 2 \$ _____

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications November 2014 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications November 2014 Edition*, *Standard Details November 2014 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 22416.00 for the Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the Town of Cape Elizabeth, County of Cumberland,** State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, November 2014 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications November 2014 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 1

Section 2

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

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The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. **Time.**

The Contractor agrees to complete all Work, except warranty work, within **15 Working Days**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, November 2014 Edition* and related Special Provisions.

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Section 2 \$ _____

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

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1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications November 2014 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

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As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, November 2014 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications November 2014 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 1

Section 2

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor’s schedule and prevent project construction delays. The contractor shall notify the resident of any issues.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **IS** required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction. Utilities have been notified and will be furnished a project specification.

| Utility Contact Information | | | | |
|------------------------------------|-----------------------|----------------------|---------------|--------------------|
| Utility | Contact Person | Contact Phone | Aerial | Underground |
| Central Maine Power | Jason Ward | 629-1432 | X | |
| Charter Communications | Chip Dean | 253-2252 | X | |
| Consolidated Communications | Martin Pease | 535-4208 | X | X |
| Portland Water District | Joe Parent | 523-5261 | | X |
| Town of Cape Elizabeth (sewer) | Robert Malley | 799-4151 | | X |

Utility working days are generally Monday through Friday. Times are estimated on the basis of a single crew working 8 hours per day for each utility. Any times and dates mentioned are **estimates only** and are dependent upon favorable weather, working conditions, and freedom from emergencies.

All adjustments are to be made by the respective utility unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

The contractor shall give all Utilities **10 working days notice** prior to beginning any work on this project.

AERIAL

Aerial utility adjustments **are not** anticipated as part of this project. If any unexpected utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

Temporary utility adjustments **are not** anticipated on this project. Should the contractor choose to have any poles temporarily relocated, all work will be done by pole owner at the contractor’s request and expense with no additional cost or schedule impacts to the Department. All adjustments are to be made by the respective utility unless otherwise specified herein.

All of the aerial utilities have lines along and crossing the project location. There may also be underground services from the utility poles into homes or businesses.

SUBSURFACE

Summary:

| Utility | Summary of Work | Estimated Working Days |
|--------------------------------|------------------------------------|---------------------------------|
| Town of Cape Elizabeth (Sewer) | Adjust 8 Sewer Manholes | 8 if opt-out is selected |
| Portland Water District | Adjust 34 Water Valve Boxes | 6 |
| Total | | 14 |

Subsurface utility adjustments **are** anticipated as part of this project. If any unexpected utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

Temporary utility adjustments **are** anticipated as part of this project. If any unexpected utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor. All work will be done at the contractor’s request and expense with no additional cost or schedule impacts to the Department.

The **Town of Cape Elizabeth (Town)** has approximately **8** sewer manholes to adjust in the project area. The **Town** has entered into an **opt-out** agreement with Maine DOT to have the Contractor bid on sewer manhole adjustments to be paid for under **Item 812.162 Adjusting Sewer Manhole to Grade or 812.1621 Adjusting Sewer Manhole to Grade with Ring Insert**. Should the bids come in over the estimated cost the **Town** has the option to do the work themselves. If the **Town** opts to do the work, they will require **2 working days** to lower their respective structures for milling if necessary and **6 working days** to raise their respective structures to grade if necessary, before surface paving but after the shim process. The contractor shall notify the **Town** at least **10 business days** prior to paving. **Additional days may be required for repairs to any structures that are found to be broken or not operating properly.**

The Portland Water District (District) has approximately **34** water gates to adjust in the project area. The **District** will inspect, loosen and lower all of their water gates, if necessary, prior to any milling by the **Contractor**. Prior to wearing surface paving the **District** will loosen and raise the water gates to the shim pavement level. Once adjusted, the **Contractor** shall locate and provide offsets so they can find them during paving. The **Contractor** will notify the **District** prior to surface paving to verify that the water gates are still loose and to arrange oversight needs. The **Contractor** shall raise all water gates during surface paving operations with **District** oversight. **The payment for this work will be considered incidental to the paving item. The Contractor will notify the District 10 business days prior any milling work and will notify the District again 10 business days prior to surface paving to arrange oversight needs. Additional days may be required for repairs to any structures that are found to be broken or not operating properly.**

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

UTILITY SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.