



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

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

April 1, 2021  
Subject: Pavement Milling & HMA Overlay  
with Safety Improvements  
State WIN: 024579.00  
Location: **Westbrook**  
**Amendment No. 2**

Dear Sir/Ms.:

Please Make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** from Amendment No. 1, Proposal Schedule of Items, 3 pages, dated 3/18/2021, and **REPLACE** with the attached, revised Proposal Schedule of Items, 3 pages, dated 3/30/2021.

**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 50 - 53, SPECIAL PROVISION - SECTION 104 – Utilities, 4 pages, dated February 17, 2021, and **REPLACE** with the attached, revised SPECIAL PROVISION SECTION 104 – Utilities, 4 pages, dated March 31, 2021.

**REMOVE** page 59, SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS - (Contract Time – Working Days), 1 page, dated February 19, 2021, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS - (Contract Time – Working Days), 1 page, dated March 30, 2021.

The following questions have been received:

**Question:** Please clarify if the adjustment of the sewer manholes is included in the basis of award or not

**Response:** See page 14 of the Contract Bid Book, Notice to Contractors; **“The basis of award will be Section 1 only. Sections 1 & 2 must be bid”**.

**Question:** Please adjust the total number of working days to 15 if the contractor is going to adjust the sewer manholes for the City of Westbrook.

**Response:** See above changes, the number of Working Days has been increased to 15.

Consider these changes and information prior to submitting your bid on **April 7, 2021**.

Sincerely,



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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 024579.00

Project(s): 024579.00

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	8,100.000 SY	_____	 _____	_____	 _____
0020	202.203 PAVEMENT BUTT JOINTS	240.000 SY	_____	 _____	_____	 _____
0030	204.50 ROAD BASE REPAIR AREAS	70.000 SY	_____	 _____	_____	 _____
0040	403.102 HOT MIX ASPHALT PAVEMENT - SPECIAL AREAS	25.000 T	_____	 _____	_____	 _____
0050	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	50.000 T	_____	 _____	_____	 _____
0060	403.210 HOT MIX ASPHALT 9.5 MM	660.000 T	_____	 _____	_____	 _____
0070	403.211 HOT MIX ASPHALT (SHIMMING)	220.000 T	_____	 _____	_____	 _____
0080	409.15 BITUMINOUS TACK COAT - APPLIED	700.000 G	_____	 _____	_____	 _____
0090	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	1,100.000 LB	_____	 _____	_____	 _____
0100	608.26 CURB RAMP DETECTABLE WARNING FIELD	96.000 SF	_____	 _____	_____	 _____
0110	608.461 RECONSTRUCT PEDESTRIAN RAMP	1.000 EA	_____	 _____	_____	 _____
0120	608.462 CONSTRUCT NEW PEDESTRIAN RAMP	2.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 024579.00

Project(s): 024579.00

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
0130	615.07 LOAM	3.000 CY	_____	 _____	_____	 _____
0140	618.14 SEEDING METHOD NUMBER 2	1.000 UN	_____	 _____	_____	 _____
0150	619.12 MULCH	1.000 UN	_____	 _____	_____	 _____
0160	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	6,700.000 LF	_____	 _____	_____	 _____
0170	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	230.000 SF	_____	 _____	_____	 _____
0180	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	6,700.000 LF	_____	 _____	_____	 _____
0190	629.05 HAND LABOR, STRAIGHT TIME	10.000 HR	_____	 _____	_____	 _____
0200	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0210	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0220	639.21 FIELD OFFICE TYPE D	1.000 EA	_____	 _____	_____	 _____
0230	652.33 DRUM	10.000 EA	_____	 _____	_____	 _____
0240	652.34 CONE	70.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 024579.00

Project(s): 024579.00

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
0250	652.35 CONSTRUCTION SIGNS	720.000 SF	_____	 _____	_____	 _____
0260	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	24.000 CD	_____	 _____	_____	 _____
0270	652.38 FLAGGER	600.000 HR	_____	 _____	_____	 _____
0280	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	 _____
0290	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
<b>Section: 1</b>			<b>Total:</b>		_____	 _____

SECTION: 2 City Of Westbrook

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
0300	812.162 ADJUSTING SEWER MANHOLE TO GRADE	9.000 EA	_____	 _____	_____	 _____
<b>Section: 2</b>			<b>Total:</b>		_____	 _____
			<b>Total Bid:</b>		_____	 _____

## 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 24579.00, for Pavement Milling, Hot Mix Asphalt Overlay with Safety Improvements in the City of Westbrook, 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, March 2020 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, March 2020 Edition, Standard Details March 2020 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 March 2020 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 24579.00, for Pavement Milling, Hot Mix Asphalt Overlay with Safety Improvements in the City of Westbrook, 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, March 2020 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 March 2020 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 \_\_\_\_\_

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.**

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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, March 2020 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.

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This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 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 March 2020 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 24579.00, for Pavement Milling, Hot Mix Asphalt Overlay with Safety Improvements in the City of Westbrook, 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, March 2020 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 March 2020 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.

<b>Utility Contact Information</b>				
<b>Utility</b>	<b>Contact Person</b>	<b>Contact Phone</b>	<b>Aerial</b>	<b>Underground</b>
Central Maine Power	Alpay Balkir	239-8372	X	
Charter Communications	Chip Deane	253-2252	X	
Consolidated Communications	Martin Pease	535-4208	X	
Maritimes Northeast Pipeline	Lara Bailey	737-8249		X
Portland Water District	Joe Parent	774-5961		X
Unitil	Derick Giroux	536-5663		X
Westbrook, City of (Sewer)	Katherine Kelley	854-0660		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 and Pan Am Railways **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:***

<b>Utility</b>	<b>Summary of Work</b>	<b>Estimated Working Days</b>
City of Westbrook (Sewer)	Adjust <b>9</b> Sewer Manholes	By Contractor.
Portland Water District	Adjust <b>9</b> Water Valve Boxes	<b>2</b>
<b>Total</b>		

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 **City of Westbrook (City)** has approximately **9** sewer manholes to adjust in the project area. The **City of Westbrook** 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**. Should the bids come in over the estimated cost the **City of Westbrook** has the option to do the work themselves. If the **City of Westbrook** opts to do the work, they will require **5 working days** to lower their respective structures for milling if necessary and **5 working days** to raise their respective structures to grade if necessary before surface paving but after the shim process. If the **Contractor** performs the work, the **Contractor** will lower the manholes prior to milling, if needed, and adjust those manholes to finish grade before surface paving but after the shim process. The **Contractor** will notify the **City 10 business days** prior to milling and again **10 business days prior to** surface paving to arrange oversight needs.

**The Portland Water District (District)** has approximately **9** 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.**

**Unitil** has 1 gas valves in the intersection of Cumberland Street and Bridge Street. It appears to be outside the area that will be milled and paved. If that valve or any other Unitil natural gas valves are found on the project, **Unitil** will inspect, loosen and lower their gas valves prior to any milling by the **Contractor**. Prior to wearing surface paving **Unitil** will loosen and raise the natural gas 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 **Unitil** prior to surface paving to verify that the natural gas gates are still loose and to arrange oversight needs. The **Contractor** shall raise all natural gas gates during surface paving operations with **Unitil** oversight. **The payment for this work will be considered incidental to the paving item. The Contractor** will notify **Unitil 10 business days** prior any milling work and will notify the **Unitil** 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.

Town: **Westbrook**  
Project: **WIN 24579.00**  
Date: **March 31, 2021**

**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.

SPECIAL PROVISION  
SECTION 107  
PROSECUTION AND PROGRESS  
(Contract Time – Working Days)

This Contract shall be completed within **15** working days. The Contractor may begin work anytime in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. Time charge will commence on the start date or no later than **September 27, 2021**, whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date, the Contractor shall submit an **electronic copy of their signed request to begin work and the Begin Construction Date**. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to [Shawn.Smith@Maine.gov](mailto:Shawn.Smith@Maine.gov), [Dale.Mayo@Maine.gov](mailto:Dale.Mayo@Maine.gov), [Scott.Bickford@Maine.gov](mailto:Scott.Bickford@Maine.gov) and [Ryan.Hodgman@Maine.gov](mailto:Ryan.Hodgman@Maine.gov). The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the submitted schedule of work within 2 calendar days of the schedule of work submittal. **A penalty in the amount of \$500/day will be assessed for each calendar day or partial calendar day beyond June 15<sup>th</sup> that the schedule of work is not received.** Upon receipt of the schedule of work, a pre-construction meeting will be scheduled.

The Contractor may request to adjust the submitted schedule of work and Begin Construction Date once after the initial submittal. The Department will allow adjustments in the Begin Construction Date of up to seven calendar days if the request is made at least 21 calendar days prior to the updated Begin Construction Date. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to [Shawn.Smith@Maine.gov](mailto:Shawn.Smith@Maine.gov), [Dale.Mayo@Maine.gov](mailto:Dale.Mayo@Maine.gov), and [Scott.Bickford@Maine.gov](mailto:Scott.Bickford@Maine.gov). The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the updated schedule of work within 2 calendar days of the request to adjust the Begin Construction Date.