



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

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

April 14, 2022  
Subject: Pavement Milling & Ultra-Thin  
Bonded Wearing Course with Drainage  
Improvements  
State WINs: 025765.00 & 025767.00  
Location: **Chelsea, Jefferson, Whitefield,  
Windsor & Augusta**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**DELETE ALL REFERENCES** to “**WIN 025767.00**” from the Bid Book. Make these changes in pen and ink.

**REMOVE** pages 17 – 19, Proposal Schedule of Items, 3 pages, dated 3/23/2022 and **REPLACE** with the attached, revised Proposal Schedule of Items, 3 pages, dated 4/13/2022.

**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 79 – 81, SPECIAL PROVISION – SECTION 104 – Utilities, 3 pages, dated February 9, 2022 and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 104 – Utilities, 3 pages, dated April 14, 2022.

**REMOVE** page 83, SPECIAL PROVISION – SECTION 105 – GENERAL SCOPE OF WORK – (LIMITATIONS OF OPERATIONS), 1 page, dated January 19, 2022 and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 105 – GENERAL SCOPE OF WORK – (LIMITATIONS OF OPERATIONS), 1 page, dated April 13, 2022.

**REMOVE** page 86, SPECIAL PROVISION – SECTION 107 – PROSECUTION AND PROGRESS – (Contract Time – Working Days), 1 page, dated March 7, 2022 and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 – PROSECUTION AND PROGRESS – (Contract Time – Working Days), 1 page, dated April 13, 2022.

**REMOVE** page 233, Environmental Summary Sheet for WIN 25767.00 in it’s entirety.

Consider these changes and information prior to submitting your bid on **April 20, 2022**.

Sincerely,



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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 025765.00

Project(s): 025765.00

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	202.2023 REMOVING PAVEMENT SURFACE - MEDIUM CUT DRUM	191,000.000 SY	_____	 _____	_____	 _____
0020	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	25.000 T	_____	 _____	_____	 _____
0030	403.211 HOT MIX ASPHALT (SHIMMING)	3,000.000 T	_____	 _____	_____	 _____
0040	403.213 HOT MIX ASPHALT 12.5 MM BASE	35.000 T	_____	 _____	_____	 _____
0050	409.15 BITUMINOUS TACK COAT - APPLIED	3,300.000 G	_____	 _____	_____	 _____
0060	410.151 EMULSIFIED ASPHALT SEALCOAT, APPLIED	107,900.000 SY	_____	 _____	_____	 _____
0070	410.161 COVER COAT MATERIAL, SAND	3,900.000 LB	_____	 _____	_____	 _____
0080	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	34,800.000 LB	_____	 _____	_____	 _____
0090	462.301 POLYMER MODIFIED ULTRATHIN BONDED WEARING COURSE	191,000.000 SY	_____	 _____	_____	 _____
0100	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	3.000 EA	_____	 _____	_____	 _____
0110	609.31 CURB TYPE 3	500.000 LF	_____	 _____	_____	 _____
0120	615.10 DIRTY BORROW	600.000 CY	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 025765.00

Project(s): 025765.00

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	618.13 SEEDING METHOD NUMBER 1	2.000 UN	_____	_____	_____	_____
0140	618.14 SEEDING METHOD NUMBER 2	100.000 UN	_____	_____	_____	_____
0150	619.12 MULCH	102.000 UN	_____	_____	_____	_____
0160	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	198,800.000 LF	_____	_____	_____	_____
0170	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	2,400.000 SF	_____	_____	_____	_____
0180	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	495,270.000 LF	_____	_____	_____	_____
0190	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR	_____	_____	_____	_____
0200	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	20.000 HR	_____	_____	_____	_____
0210	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	100.000 HR	_____	_____	_____	_____
0220	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	200.000 HR	_____	_____	_____	_____
0230	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 025765.00

Project(s): 025765.00

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	652.33 DRUM	10.000 EA	_____	 _____	_____	 _____
0250	652.34 CONE	210.000 EA	_____	 _____	_____	 _____
0260	652.35 CONSTRUCTION SIGNS	2,000.000 SF	_____	 _____	_____	 _____
0270	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	79.000 CD	_____	 _____	_____	 _____
0280	652.38 FLAGGER	2,940.000 HR	_____	 _____	_____	 _____
0290	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EA	_____	 _____	_____	 _____
0300	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM		 LUMP SUM	_____	 _____
0310	659.10 MOBILIZATION	LUMP SUM		 LUMP SUM	_____	 _____
<b>Section: 1</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

\_\_\_\_\_ 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 25765.00 for the Pavement Milling, Ultra-Thin Bonded Wearing Course with Drainage Improvements in the Towns of Chelsea, Jefferson, Whitefield, and Windsor and the City of Augusta, Counties of Kennebec and Lincoln, 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 **39** 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 \_\_\_\_\_

\$\_\_\_\_\_ 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 the 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 25765.00 for the Pavement Milling, Ultra-Thin Bonded Wearing Course with Drainage Improvements in the Towns of Chelsea, Jefferson, Whitefield, and Windsor and the City of Augusta, Counties of Kennebec and Lincoln**, 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.  
documents referenced herein.

This award consummates the Contract, and the

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

\_\_\_\_\_ 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 25765.00 for the Pavement Milling, Ultra-Thin Bonded Wearing Course with Drainage Improvements in the Towns of Chelsea, Jefferson, Whitefield, and Windsor and the City of Augusta, Counties of Kennebec and Lincoln, 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 **39** 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 \_\_\_\_\_

\$\_\_\_\_\_ 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 the 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 25765.00 for the Pavement Milling, Ultra-Thin Bonded Wearing Course with Drainage Improvements in the Towns of Chelsea, Jefferson, Whitefield, and Windsor and the City of Augusta, Counties of Kennebec and Lincoln**, 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.  
documents referenced herein.

This award consummates the Contract, and the

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.

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

**Overview & Utility/Railroad Contact Information:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Under ground</b>	<b>Contact Name</b>	<b>Contact Phone</b>
At &T Co (Bangor Office)		X	Mark Larchar	(207)213-9248
Buckeye Partners LP		X	Walter Ronfeldt	(207)274-0914
Central Maine Power Company	X	X	Aaron Grenier	(207)530-0866
Consolidated Communications	X	X	Jim Scheid	(207)712-8400
Charter Communications	X		Dave Bouchard	(207)458-8101
Firstlight	X		Mike Ellingwood	(207)462-2759
Greater Augusta Utility District		X	Michael Morey	(207)485-2134
Maine Electric Power Company	X		Thomas Ward	(207)660-1456
Maine Natural Gas		X	Joseph Gauthier	(207)751-3094
Maritimes Northeast Pipeline		X	Lara Bailey	(207)650-4085
Firstlight	X		Michael Ellingwood	(207)462-2759
Summit Natural Gas		X	Bryan Foster	(207)465-6400

Temporary utility adjustments **ARE NOT** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated all work shall be done 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/railroad unless otherwise specified herein.

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

**\*\* Specific information regarding the line voltage can be requested from Central Maine Power \*\***

Utility working days are Monday through Friday. Times are estimated based on 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 Department if they are exceeded.

### **AERIAL**

No Aerial Utility adjustments are anticipated as part of this project. Though unexpected, if 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.

### ***Utility Specific Issues:***

Transfer lines and/or remove abandon poles needed to be done by aerial utilities.

#### **\*\* POLE LIST**

Traveling east from Hospital Street to Jefferson right side of road.

66.01, 911, 144,145,146,150/272/150/50, 151 ½, 156, 169/7, 17, 186/22, 216/51, 272/217/2

Traveling west from Jefferson to Hospital Street right side of road.

64/16, 74/6, 127/06, 128/07, 129, 11/130/09, 130 ½ / 09 ½ ,6/990/12,990/10, 37, 199/35, 197/33, 272/195/31, 93/29, 272/190/26, 188/24.1, 109, 110, 112, 56, 44

### **SUBSURFACE**

**Greater Augusta Utility District GAUD** has a drinking water system located within the limits of the project. GAUD estimates **65** water gate valves to lower prior to milling and will need **21 working days** to complete this work. The District intends to loosen and raise the gate valves to grade prior to paving surface and estimates **14 working days** to complete the adjustments. **The Contractor will be responsible to make final grade adjustments of the water gate valves in conjunction with the paving operation.** The cost of the final adjustment to the water gates will be considered incidental to the paving items.

**Greater Augusta Utility District** has a sanitary sewer system located within the limits of the project. GAUD has approximately **10** sewer manholes that may need to be adjusted and will need **10 working days** to complete this work.

**GAUD** also has a few water gate valves/sewer manholes located in the shoulders or outside the paving limits in this WIN that will not be impacted.

**The contractor shall provide 10 working days notification to GAUD for any and all work to be performed by the District.**

Utility	Summary of work	Quantity	Working days
Greater Augusta Utility District	Adjusting Water Gate Valves	65	35
Greater Augusta Utility District	Sewer Manholes	10	10
Total Days			45

**PLEASE NOTE**

All underground utilities require **3 working days' notice** for any/all excavation or any other subsurface work around any underground facilities to schedule an on-site representative to be present. The contractor shall hand dig around all the underground facilities.

**MAINTAINING UTILITY LOCATION MARKINGS**

The Contractor will be responsible for maintaining the buried utility/railroad 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 always adequately protected. 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 105**  
**GENERAL SCOPE OF WORK**  
**(LIMITATIONS OF OPERATIONS)**

1. Only one paving operation is allowed at a time, excluding hand placed paving, unless otherwise approved by Resident.
2. The Contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification is considered 48 hours.
3. The Contractor shall not schedule both day and night work within the same 24-hour period without prior approval by the Department and 48-hour notice.
4. There shall be a 24-hour transition period between switching to or from daytime and nighttime work. The contractors shall give the Department 48-hour notice before switching to or from daytime and nighttime work.
5. The following shall apply:
  - From Sta 0+00 to Sta 77+09, lane closures are only allowed from 7 PM to 6 AM.
  - From Sta 463+16 to Sta 493+16, lane closures are not allowed from August 28<sup>th</sup>, 2022 through September 5<sup>th</sup>, 2022 between 9 AM and 10 PM.

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

This Contract shall be completed within **39** working days. The Contractor may begin work anytime on or after **May 16, 2022** 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 **July 5, 2022**, whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date **and no later than June 15<sup>th</sup>**, 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)**, **[Thomas.Stevens@Maine.gov](mailto:Thomas.Stevens@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 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)**, **[Thomas.Stevens@Maine.gov](mailto:Thomas.Stevens@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.

The Contractor shall stop all work and have all lanes open and in a safe operating condition to traffic on the following dates:

- **Friday, May 27, 2022 at 12:00 pm (noontime) until Tuesday, May 31, 2022 at 6:00 am due to Memorial Day.**
- **Friday, July 1, 2022 at 12:00 pm (noontime) until Tuesday, July 5, 2022 at 6:00 am due to Independence Day.**
- **Friday, September 2, 2022 at 12:00 pm (noontime) until Tuesday, September 6, 2022 at 6:00 am due to Labor Day.**