



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

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

November 10, 2010  
Subject: **Westbrook - Windham**  
State Pin No: 017860.01  
**Amendment No. 3**

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 8 thru 15) **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies.

In the Bid Book, after page 94, **ADD** the attached "SECTION 654 - - RIGHT-OF-WAY DITCHING", 3 pages dated October 26, 2010.

The following questions have been received:

**Question:** Can a registered Maine professional engineer sign off on the plan and profile drawings in lieu of a registered surveyor? This is much more an engineering design project than just a surveying project.

**Response:** Yes

**Question:** Is a boundary survey required?

**Response:** No

**Question:** Will AREMA or MDOT specs for abrasion be enforced for the railroad ballast? It is difficult, if not impossible, to find native Maine aggregate that meets the MEDOT spec. for abrasion.

**Response:** See Amendment #2, New Section 647 – Railroad Track Construction, Subsection 647.028 Stone Ballast, (a) Material.

**Question:** Is the intent of the project to use the existing top of grade elevation as the approximate final top of grade and build the track on that?



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**Response:** In general, the existing top of grade elevation will be used with two exceptions as follows:

1. Perform grading necessary to maintain a uniform top of rail profile within plus or minus two inches of an eight inch ballast depth under the ties.
2. At grade crossings, set a top of rail profile that, with road profile adjustments, provides an optimum road profile at the crossing; that is avoiding humped crossings or an excessive dip. Roadwork work and track construction through the grade crossings is not being done under this contract and the track is being terminated 50 feet from the crossings. The designed track profile may require grading of the railroad bed in advance of the crossings to lower or raise the track top of rail elevation to meet the design profile through the crossings while adhering to the profile design standards defined in the special provisions.

**Question:** How much, if any site work is to be included in the two track construction items or is all site work in the remaining items only?

**Response:** Grading the roadbed with a grader to meet the requirement of plus or minus two inches of ballast and compaction is considered incidental to the trackwork items. Excavation or filling of the roadbed to raise or lower the track profile in advance of crossings and at isolated segments where a uniform track profile cannot be achieved with a grader will be measured and paid under the earthwork items.

**Question:** In Item 648.31 – Treated Timber and Bituminous Crossings, are the track and crossties included in this item or just the crossing surface itself?

**Response:** Just the crossing surface is included. The track through the crossing will be measured and paid for under the appropriate track construction item.

**Question:** Item 648.31 – Please provide a breakdown of how many crossings and at what length the 120 TF is based on so we can accurately estimate the cost of the asphalt.

**Response:** All private, farm type crossings to receive the timber panels will be 8 feet wide and there are 15 private crossings within the limits of work that are likely to be constructed.

**Question:** The specifications call for a licensed land survey to design and lay out the track centerline. Licensed land surveyors deal with the transfer of title of property and not engineering design. Since no transfer of title is involved in this project, can a professional engineer registered in the State of Maine do the engineering survey, design and layout?

**Response:** Yes

**Question:** Considering the winter is about to set in and the ground will soon be frozen for the next several months, a completion date of June 25, 2011 seems very optimistic. Since the track will not be usable anyway, can the project completion date be shoved back several months to make up for the lost time this winter?

**Response:** The project completion date is August 5, 2011. Please see the above change.

**Question:** With no track through several crossings and across one bridge, getting ballast to the site, surfacing the track, and regulating the ballast is going to be very difficult. Can temporary track be installed in these areas as a bid item?

**Response:** Yes, but with several caveats as follows: Vehicular traffic must be maintained through the crossings. At the end of construction, the temporary track will need to be removed and the roadway restored to its present condition. Track will not be allowed to be constructed across the Mallison Falls Road undergrade bridge.

**Question:** Very few rock quarries in the State of Maine can meet the allowable wear of 18% under the LA Abrasion Test. Can this specification be changed to meet the AREMA specifications based on the type of ballast supplied?

**Response:** See Amendment #2, New Section 647 – Railroad Track Construction, Subsection 647.028 Stone Ballast, (a) Material.

**Question:** If the project is going to consist of 17,400 feet of new track and is going to end at STA 127+20 +/- (Ink Horn Brook), does the survey and design need to extend all the way to Route 4/202?

**Response:** No. Since the amount of track built is contingent upon the bid, the amount of survey and design will need to cover the limits of track constructed plus some additional amount to assure that the end of track constructed under this contract will be at the proper horizontal and vertical location to not require modification when the track is later extended.

**Question:** After discussing the project with different subcontractors, we are getting concerned with the required completion date of June 25, 2011. The existing track bed is a very active trail currently for both ATVs and snowmobiles. With the late bid date, the Contractor runs the risk of snow being on the ground prior to the ability to start work. The first item of work is completing the full survey to be able to design the new track elevations. Also, with the June completion the Contractor will be required to work during the cold weather, which will require trying to get compaction with shallow sections of work, which will be costly or will need to work a lot of overtime, which is also costly.

Can the completion schedule be pushed back to allow the work to be completed during a normal construction season?

**Response:** The project completion date is August 5, 2011.

**Question:** We have examined the ROW maps and scaled from Google Earth the approximate linear distance from the Bridge St. crossing to the Rt.202 crossing which are the project limits as we understand it. We are coming up with approximately 5 miles or 26,400' of missing track. If we subtract the Mallison Falls Bridge and the 5 or 6 other crossings listed, we might lose another 600'-800' of track. This still falls well short of the 17,700' of track construction in the two track construction bid items (Items 270 and 280). Is it possible that the 13,200' in Bid Item 270 is incorrect? Also, we cannot seem to justify the 4,200' of Bid Item 280. This quantity seems rather large. Please clarify as soon as possible.

If there is indeed only 17,700' of total track construction, please clarify what section or sections of track between the end project limits are not being reconstructed.

**Response:** The westerly (northerly) limit of work for this project is elastic in that the amount of track to be built will be limited by the fixed amount of funds available. The intent is to build as much track as possible using a combination of the MaineDOT furnished rail (approximately 13,200 track feet) plus some amount of track using contractor furnished rail. The 4,200 track feet using contractor furnished rail is only an estimate of how much additional track, over and above the 13,200 feet of track using MaineDOT furnished rail may be able to built up to the limit of available funding, thus the actual amount of track construction will be determined by the amount of the bid. It is possible that not even the 13,200' of track using MaineDOT furnished rail can be built; or, it is possible that all of that track plus more than the 4,200' of track using contractor furnished rail can be built if the bids are lower than our estimate. The intent is to build track from the Westbrook end of the Project towards the west (north) up to the point where the available funds allow, leaving a gap from that location up to Route 202, whatever the distance is.

Consider these changes and information prior to submitting your bid on November 17, 2010.

Sincerely,



Scott Bickford  
Contracts & Specifications Engineer

*Fax*

## 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, PIN. **17860.01** for **Rail Line Rehabilitation** in the city/town of **Westbrook - Windham**, 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, on or before **August 5, 2011**. 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, Revision of December 2002 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, Revision of December 2002, Standard Details Revision of December 2002 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 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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN. 17860.01 - Rail Line Rehabilitation - in the city/town of Westbrook - Windham.**

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, Revision of December 2002, 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 Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fifth: 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: David A. Cole, Commissioner

\_\_\_\_\_  
Witness



## **CONTRACT AGREEMENT, OFFER & AWARD**

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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.

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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.

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

Fifth: 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.  
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This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## SECTION 654 -- RIGHT-OF-WAY DITCHING

654.01 Description. This work shall consist of clearing and re-grading existing right-of-way ditches, forming new ditches where required to drain the rail bed, and seeding and erosion control measures. Work shall be in accordance with these Specifications, referenced sections of the Standard Specifications and as detailed on the plans.

Related work is specified in the Standard Specifications as follows:

Erosion Control Blankets are specified in Section 613

Seeding is specified in Section 618

## MATERIALS

654.02 Temporary Erosion Control Blankets. Shall conform to the requirements specified in Subsection 717.061 of Division 700 -- Materials. Ground anchors for temporary erosion control blankets shall conform to Subsection 717.063.

654.03 Seed. Crown Vetch, seeded per Method No 3 in initial application and by hydro seeding in final application, shall conform to Subsection 717.03 of Division 700 -- Materials.

## CONSTRUCTION REQUIREMENTS

654.04 Cleaning Existing Ditches. After clearing and grubbing operations have been completed, Contractor shall clean and reshape existing right-of-way ditches at all locations where right of way ditches exist or as directed by the Engineer, removing debris, vegetation and other obstructions. Ditches shall be deepened up to one foot as necessary to establish flow in a direction towards an outlet, avoiding forming pockets. Wherever possible, ditch shall be graded in order to carry water to an existing culvert or other drainage facility or where the ditch ends adjacent to fill section. Contractor shall take care to avoid cleaning the ditch to a depth or width that would affect the stability of the roadbed or the ballast shoulder.

Ditch cleaning should precede track construction.

All excavated material shall be properly disposed of from the right-of-way.

654.05 New Ditch Construction. Where new drainage ditches more than one foot deep are required or where existing ditch invert must be lowered more than one foot, the Contractor shall form ditch that will provide positive drainage to an outlet. Ditch shall be graded to flow towards existing culverts and pipes or end of ditch at fill section, avoiding the forming of pockets or slopes too steep that would cause erosion. Contractor shall take care to avoid forming a ditch to a depth or

width that would affect the stability of the roadbed, the ballast shoulder, or adjacent slopes or facilities.

All excavated material shall be properly disposed of from the right-of way.

654.06 Erosion Control. On a daily basis, during ditching operations, wherever bare soil is exposed, prepare surface as specified for Method Number 2 in Section 618 and hand seed with Crown Vetch seed mixture. Follow immediately with placement of Temporary Erosion Control Blanket, anchoring with approved anchors.

At completion of project, hydro seed all previously seeded areas with the Crown Vetch seed mixture.

654.07 Method of Measurement. Right-of-way ditching and cleaning will be measured by the linear foot along the centerline of the ditch, complete in place and accepted. Any ditching up to one foot below existing grade or segments up to 2 feet deep but less than 50 feet in length will be measured as Cleaning Ditches. Ditching in excess of one foot below existing grade over a distance greater than 50 linear feet or any ditch greater than 2 feet deep will be measured as New Ditch Construction.

Seeding will be measured by the area of surface seeded in units of 1,000 square feet.

Temporary Erosion Control Blankets will be measured by the square yard based on the width and length of the blanket measured on the ground.

645.09 Basis of Payment. The accepted quantities of Cleaning Existing Ditches and New Ditch Construction will be paid at the contract unit price per linear foot complete in place and accepted. Such payment shall be full compensation for removal and proper disposal of brush, debris and excavated soil.

The accepted quantity of seeding will be paid for at the contract price per unit for both hand seeding and hydro seeding of Crown Vetch mixture which price shall include furnishing and spreading limestone, fertilizer, inoculant and necessary maintenance.

Temporary Erosion Control Blankets will be paid for at the contract unit price per square yard complete in place and accepted. Such payment shall be full compensation for furnishing and installing the blanket in accordance with the Standard Specification.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
654.01 Cleaning Existing Ditches	Linear Foot
654.02 New Ditch Construction	Linear Foot
613.319 Erosion Control Blanket	Square Yard
618.1411 Seeding Method No 3 – Plan Quantity	Unit