



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

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

December 7, 2021  
Subject: Railroad Bridge Replacement &  
Rehabilitation Projects  
State WINs: 023454.00, 023456.00,  
023458.00, 023460.00 & 024345.00  
Location: **T11-R4, Mapleton, Presque Isle  
& Houlton**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** pages 17 – 24, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each, and **REPLACE** with the attached CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

Under “SPECIAL PROVISION – SECTION 528 – STRUCTURAL TIMBER – (Bridge Ties and Timbers” 528.02 Materials, **REPLACE** Paragraph B., with the following: “Preservative Treatment. All timber shall be dual treated with 1# Borate and 6# Creosote preservative in accordance with the requirements of Chapter 30, Section 3.6 “Wood Preserving” and Section 3.7 “Specifications of Treatment” of the AREMA Manual. Minimum creosote preservative retention shall be 6 pounds creosote per cubic foot of timber for all members. The preservative treatment to be used shall be Borate/Creosote as outlined above.

As an alternate method, timber may be treated with Copper Naphthenate preservative in accordance with the requirements of Chapter 30, Section 3.6 “Wood Preserving” and Section 3.7 “Specifications of Treatment” of the AREMA Manual. Minimum preservative retention shall be 0.06 pounds of Copper Naphthenate per cubic foot of timber for all members. The preservative treatment for Copper Naphthenate shall conform to AWWA specifications P36.” Make this change in pen and ink.

The following questions have been received:

**Question:** Is Copper Naphthenate treatment allowed for treating the bridge ties and lumber?

**Response:** Yes, this treatment is acceptable, please see above changes for details. Note that in addition to allowing Copper Naphthenate, the Creosote application has been modified.

**Question:** Bridge 7805: Are there specific limits allowed for the required temporary in-water access road for the pier work? An access road similar to the one shown on sheet 46 for bridge 7750 is needed to complete the work. The permit for 7805 page titled impact plans - sheet #1 shows temporary stream impact around each abutment and pier but no temp impact area for pier in-water access.

**Response:** The project was planned assuming that access would be provided from the tracks. If the Contractor prefers to work from an access road for Bridge 7805 then they will be required to obtain their own property rights from the abutter. To amend the permit for in-water work, following award, the Contractor will need to provide a detailed justification and supporting drawings to the MaineDOT Resident and Environmental Coordinator. This process is assumed to take a couple months of time and no guarantee is made on this duration or if permit amendment approval will be granted. At a minimum, the Contractor will be required to span a portion of the main channel so that flow can be maintained, and the stream is not blocked.

Consider these changes and information prior to submitting your bid on **December 15, 2021**.

Sincerely,



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

## **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, **WINS 23454.00, 23456.00, 23458.00, 23460.00 and 24345.00** for **Railroad Bridge Replacement and Rehabilitation** work in **T11-R4, Mapleton, Presque Isle and Houlton**, County of **Aroostook** 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 **October 23, 2023**. 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:

**Railroad Bridge Replacement and Rehabilitation Project, on the Presque Isle and Houlton Subdivisions**

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

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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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Date

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(Signature of Legally Authorized Representative  
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Witness

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(Name and Title Printed)

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