



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

January 24, 2022
Subject: Rockland Branch Rail Bridges
Rehabilitation
State WINs: 023462.00 & 024603.00
Location: **Bath, Wiscasset, Newcastle,
Waldoboro & Rockland**
Amendment No. 2

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE from Amendment No. 1, PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES - SPECIAL PROVISIONS, 7 pages, dated January 4, 2022, and **REPLACE** with the attached, revised PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES - SPECIAL PROVISIONS, 7 pages, dated January 11, 2022.

The following questions have been received:

Question: Please suggest a phenolic (or other) material for shim stock. Typically, wood shims under 2" thick are subject to splitting.

Response: Phenolic shims could be used as a substitute. Following award of the contract, the Contractor would need to provide the technical specs of the product to the Resident for consideration as a substitute.

Question: As the diagonal replacement work progresses there may be additional ones that are required. Please provide a line item "per board foot of additional bracing required".

Response: Items 528.01 Structural Timber Fabricated and Delivered and item 528.02 are hybrid lump sum items. The quantity for each are shown on page 2 of the Plans. If additional work is required, a contract modification will be issued establishing a unit price based on dividing the lump sum by the estimated quantity for each item included in the contract documents.

Question: Please stipulate that the contractor will be given a 24 hour notice when trains are expected outside the schedule initially provided to the contractor.

Response: Per Special Provision 107, the railroad can run trains with a minimum of 2 hours' notice. The project will provide daily flagging during construction which will allow for good communication between the Contractor and the Railroad and lead to accurate train schedules. For the bearing work, the Contractor will need to establish a work window to perform this work.

Question: Please provide right of way information for each location.

Response: ROW information is provided on the VAL maps located on the project website.

Question: During the site inspection yesterday at the Rockland turntable it was obvious that there would be additional pedestals required for replacement. This item is currently lump sum. In order to eliminate the need for negotiations later, please make the payment by unit measurement instead. This is the same topic we asked about earlier with respect to the cross bracing. It too should be paid by unit measure.

Response: Any additional work beyond that provided in the bid documents, as directed by the Department, will be paid for in accordance with the standard specifications.

Question: Please confirm no Field Office is not required.

Response: No Field Office is required for this project.

Consider these changes and information prior to submitting your bid on **February 2, 2022**.

Sincerely,



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

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PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES SPECIAL PROVISIONS

1. GENERAL REQUIREMENTS

Part of the work required by the Contract will be performed within a railroad right of way and/or adjacent to the tracks, telephone, telegraph, signal and electric supply lines of a railroad or railroads. The Contractor agrees to perform all such work in compliance with all of the terms of this Special Provision, the CMQR Right of Entry License Agreement ("ROE Agreement") attached hereto and incorporated herewith, and all safety rules, regulations, or standards applicable to the Railroad. The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of this Special Provision or the ROE Agreement. The Contractor shall be deemed to have included all costs in the unit prices of the Schedule of Prices and the Proposal.

2. AMOUNT OF RAILROAD WORK

The estimated amount of work to be done within 50 feet of the track of Central Maine & Quebec Railway US Inc. ("CMQR") is 100% of the contract.

3. NUMBER OF TRAINS AND TRAIN SPEED

The Contractor is notified that a maximum speed of 25 mph will be considered as prevailing for the operation of trains of the Railroad at this project and that the approximate number of trains per day at this project is 0 to 2.

4. PRIORITY OF RAILROAD OPERATIONS

The train movements of the Railroad, and its lessees, and licensees shall have absolute priority over the performance of the Construction Project within the railroad right of way. The Contractor hereby agrees that the hours and times of work within the Railroad right of way must be coordinated through the Railroad and that such hours and times are subject to change without prior notice to the Contractor, unless other prior arrangements have been made through the Railroad.

5. AUTHORITY OF RAILROAD TO STOP WORK

If the Contractor fails to comply with the safety terms of this Special Provision, the ROE Agreement, or if the Chief Engineer of the Railroad determines that the Contractor is using unsafe practices that threaten the safety of rail traffic, rail workers, or the general public, the Railroad shall have the right to immediately order the Contractor to cease

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work and vacate the Railroad's property. The Railroad agrees to confirm any cessation of work in writing by delivering to the Department's Construction Manager a completed Stop Work Order form attached as Exhibit A within 24 hours of giving any such order.

6. WORK PLAN SUBMITTAL AND APPROVAL

The Contractor is required to execute the CMQR Right of Entry License Agreement and pay the associated fee. Payment will be incidental to the contract. The Contractor shall submit in writing to the Railroad's Chief Engineer or duly authorized representative, and the Department's Railroad Property Manager or his appointed representative, at least **60** calendar days in advance of the start of the project, an outline of his plan for work within the Railroad right of way including contemplated method(s) of construction. This plan must meet with the approval of the Railroad's Chief Engineer and the Department's Railroad Property Manager in every respect. If the Contractor contemplates the use of "on the track equipment", it should so state and obtain from the Railroad the conditions pertaining to such operations. All Railroad costs included in this operation will be borne by the Contractor. In a like manner, any of the Contractor's equipment or material on cars for this project shall be handled in conformance with existing traffic rules with all costs borne by the Contractor.

Prior to submitting their Proposal, the Contractor shall have ascertained from the Railroad and from the Department's Railroad Property Manager or his appointed representative, all information relating to its requirements and regulations and all costs in connection with compliance thereto.

7. RAILROAD SERVICES - GENERALLY

When work is to be performed within the Railroad's right-of-way, the Railroad shall provide the services, equipment and materials provided in this Special Provision including, but not limited to, engineering, flagging, inspection, signal protection and/or relocation, and restoration or replacement of the Railroad's track structure or ballast. Further, if the Railroad's Chief Engineer determines that the Contractor's operations do not comply with all of the safety requirements of this Special Provision or the ROE Agreement and all safety requirements and directions of said Chief Engineer, the Railroad will employ the necessary qualified employees to protect its trains and other facilities. The Contractor shall pay to the Railroad the cost for performing all Railroad Services unless said costs are to be paid by the Department as specified in this Special Provision.

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8. INSPECTION / FLAGGING

The Railroad shall furnish and assign all inspectors / flaggers for general inspection purposes of general protection of railroad property and operations during construction as the Railroad's Chief Engineer determines are necessary to preserve safety.

(a) Responsibility for Cost. The Department will bear the cost of flagging or inspection (including travel time) or any combination thereof up to **160** man days of said flagging or inspection. If, in the opinion of the Railroad's Chief Engineer, further services of a flagger or inspector will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to the Railroad by the Department, and will be recovered by the Department from the Contractor.

(b) Terms. The minimum hours per day for the Railroad employees engaged in inspection flagging services shall be eight (8) hours. Time at rates for straight time, overtime or for deadheading starts in accordance with established practices in effect in the territory in which the project is located. Information as to these practices should be obtained from the Railroad's Chief Engineer.

The Contractor shall notify the Railroad's Chief Engineer and the Chief Engineer of the Department in writing **14** calendar day(s) before beginning, resuming or suspending work within **50** feet of the track, so that an inspector may be provided or removed in accordance with the requirements of this Special Provision. An inspector may be removed upon **0** calendar days' notice. Failure to give notice of intent to suspend work shall be cause of charge to the Contractor the cost of inspection during the period when work is suspended.

(c) Contractor. Contractor supervisor will be designated as the MaineDOT Bridge Supervisor during construction. The supervisor shall sign the Daily Work Report that states "All repairs and/or modifications were supervised by me, and all work was in conformance with the specifications in the design."

(d) Estimated Cost. The following is an estimate of the cost per day of inspection/flagging necessary for this project. The rates shown include all overhead charges, travel time, deadheading and personal expenses.

Date of estimate **12/16/2021**

Estimated daily rate for four (4) consecutive hours Monday-Friday (straight time):
\$1200/day

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Estimated daily rate for four (4) consecutive hours Saturday, Sunday, Holiday (overtime):
\$225/hour

Estimated rate for hours worked in excess of eight (8) hours in any one day: **\$225/hour**

Rates charged will be those in effect at the time of the performing the inspection/flagging which may be different than the rates used at the date of the Estimate. The Railroad agrees to notify the Department if rates used to calculate the above estimates change before the date of bids are received for this Contract.

(e) Definitions.

Man day (M.D.) - eight (8) consecutive hours or any portion thereof.

Overtime - Each additional hour or fraction thereof consecutive to and beyond the standard man day will count as 3/16 of a man day.

Standard Man day - Eight (8) consecutive hour, Monday - Friday between the hours of **7:00** a.m. to **3:00** p.m. unless otherwise noted and agreed to by all parties.

Travel Time - Time required by flagger and/or inspector to commute between his or her point of headquarters to the project site. This time shall not be charged in determining available man days.

9. OTHER CONTRACTOR RESPONSIBILITIES

The restoring and resurfacing of tracks, if disturbed due to Contractor's operations, shall be at the expense of the Contractor.

Any other changes made or services furnished by the Railroad as a result of the Contractor will be at the Contractor's expense.

10. EXTRA-CONTRACT SERVICES

Temporary and permanent changes of tracks and telephone, signal and electric supply lines made necessary by or to clear the permanent work of the Contractor as shown on the construction plans and included in the Railroad force account as recollectable from the State will be made or caused to be made by the Railroad without expense to the Contractor.

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11. INSURANCE

In addition to any other forms of insurance or bonds required under the terms of the Contract, the Contractor will be required to procure and maintain, at its sole cost and expense, the insurance coverages naming the Railroad as an insured pursuant to Section 9 of the ROE Agreement.

12. ROADWAY WORKER SAFETY REGULATION

Notice to all Contractors/Subcontractors and individuals must be aware of the Federal Roadway Worker Safety Regulation, CFR 49, Part 214(c). They may be required to comply with this regulation. Any requirements for them to comply will be discussed at the pre-construction utility meeting.

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EXHIBIT A
 ORIGINAL TO CONTRACTOR

MDOT/RAILROAD STOP WORK ORDER

Section A - Contractor	Town
	DOT Railroad Project #
Railroad Name	Location
	Notice #
DESCRIPTION OF SAFETY HAZARD/REASON FOR ORDER	
Standard Violated	RAC (Risk Assessment Code)
	N/R
Railroad Official (Flagger/Inspector) Name	Date
Signature	
SECTION B - ACTION TAKEN:	

cc: MDOT - R.E. or Inspector
 MDOT - Utility Section
 MDOT - Construction Division
 Railroad - Chief Engineer

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Risk Assessment. Each identified/validated hazard shall be assigned a Risk Assessment Code (RAC) by the Safety Office. The RAC represents the degree of risk associated with the deficiency and combines the elements of hazard severity and mishap probability. The RAC is derived as follows:

a. Hazard Severity. The hazard severity is an assessment of the worst potential consequence: Defined by degree of injury, occupational illness, or property damage, which is likely to occur as a result of a deficiency. Hazard severity categories shall be assigned by roman numeral according to the following criteria.

- (1) Category I - Catastrophic: The hazard may cause death or loss of a facility.
- (2) Category II - Critical: May cause severe injury, severe occupational illness, or major property damage.
- (3) Category III - Marginal: May cause minor injury, minor occupational illness, or minor property damage.
- (4) Category IV - Negligible: Probably would not affect personnel safety or health, but is nevertheless in violation of a NAVOSH standard.

b. Mishap Probability. The mishap probability is the probability that a hazard will result in a mishap, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Mishap probability shall be assigned an Arabic letter according to the following criteria:

- (1) Sub-category A - Likely to occur immediately or within a short period of time.
- (2) Sub-category B - Probably will occur in time.
- (3) Sub-category C - May occur in time.
- (4) Sub-category D - Unlikely to occur.

c. Risk Assessment Code. The RAC is an expression of risk which combines the elements of hazard severity and mishap probability. Using the matrix shown below, the RAC is expressed as a single Arabic number that can be used to help determine hazard abatement priorities.

	Mishap Probability				RAC	
		A	B	C	D	
Hazard Severity	I	1	1	2	3	1 - Critical
	II	1	2	3	4	2 - Serious
	III	2	3	4	5	3 - Moderate
	IV	3	4	5	5	4 - Minor
						5 - Negligible