



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

January 22, 2020
Subject: Railroad Bridge Rehabilitations
State WIN: 023488.00
Location: **Eagle Lake, Wallagrass,
Fort Kent & Frenchville
Amendment No. 3**

Dear Sir/Ms.:

REMOVE pages 18 – 20, Proposal Schedule of Items, 3 pages, dated 12/9/2020, and **REPLACE** with the attached, revised Proposal Schedule of Items, 3 pages, dated 1/21/2021.

REMOVE pages 21 – 28, 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 66 - 68, SPECIAL PROVISION – SECTION 107 – PROSECUTION AND PROGRESS – (Contract Time), 3 pages, dated December 8, 2020, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 – PROSECUTION AND PROGRESS – (Contract Time), 3 pages, dated January 19, 2021.

The following questions have been received:

Question: Can the project completion date be pushed back so there is 2 full construction seasons to complete the repairs?

Response: See above changes.

Question: On sheet 6 of 36 under general concrete repair notes, it states that if unsound concrete is found beyond the limits shown on the plans that the contractor and Resident shall agree on final limits before resuming work. How would this additional removal be compensated for partial depth greater than 12" and full depth greater than the limits shown on the plans? Is there an estimated percentage of concrete repair work that would potentially exceed the limits shown on the plans?

Response: Partial depth removal beyond the limits shown on the plans will be paid for under Item 518.60 – Repair of Vertical Surfaces < 8 inches (SF). This item has been added to the contract, with an undistributed quantity of 250 SF, to be used when agreed to between the Contractor and the Resident. As noted in Section 518 of the Standard Specs, this item includes both removal, cleaning, prep work, concrete, and other incidentals as indicated in the specifications, for all repair work outside of the

limits shown on the plans or as provided for in the notes. Payment for additional reinforcing steel will be paid for under separate contract items.

“Full depth” repairs will be to the limits shown on the plans. Any additional removal outside of these limits shall be included in the lump sum item for Removing Existing Bridge. No additional compensation will be made for additional removal beyond the limits shown in the plans.

There is no estimated percentage of concrete repair work that would potentially exceed the limits shown on the plans, however, as noted in the above response, additional repair work beyond the removal limits shown on the plans will be paid for under the new 518.60 pay item with the 250 SF allowance noted above, when agreed to between the Contractor and the Resident.

Question: Is there any time during the year the railroad will not provide a flagger for on-track safety protection that would restrict the continuation of work (i.e. winter shutdown required)?

Response: Winter work is possible with favorable weather conditions; however, the railroad may not be able to provide flagging after snowstorms as resources could be diverted to snow cleanup. Please see Special Provision Section 107, Prosecution and Progress (contract time) for additional details regarding flagging and communication requirements with the railroad.

Question: What coordination will be required with the current contracted work on the bridges that require the repointing granite masonry item (i.e. (2) separate contracts requiring work at the same location that have the potential to conflict)?

Response: For bidding purposes, the Contractor (or Sub-Contractor) performing the masonry repointing work, required in this contract, shall plan to wait for the existing contractor, E80, to complete their work, demobilize and clean the bridge site, prior to beginning. Once this project is awarded, communication with both the railroad, the Project Resident and E80 may allow for other options to be explored. E80’s overall completion date for Contract #2 is currently October 15, 2021. E80’s work at individual bridges may be completed prior to this date allowing for some repointing work to be performed in advance.

Consider these changes and information prior to submitting your bid on **January 27, 2021**.

Sincerely,

Kevin Hanlon for

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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 023488.00

Project(s): 023488.00

SECTION: 1 Project 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	202.19 REMOVING EXISTING BRIDGE	LUMP SUM				
0020	203.25 GRANULAR BORROW	14.000 CY				
0030	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	81.000 CY				
0040	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	91,900.000 LB				
0050	503.13 REINFORCING STEEL, PLACING	91,900.000 LB				
0060	504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED	LUMP SUM				
0070	504.71 STRUCTURAL STEEL ERECTION	LUMP SUM				
0080	504.909 DOWEL - EXISTING STRUCTURAL CONCRETE	18.000 EA				
0090	511.07 COFFERDAM: NORTH ABUTMENT AND PIER	LUMP SUM				
0100	515.20 PROTECTIVE COATING FOR CONCRETE SURFACES	1,446.000 SY				
0110	518.211 REHABILITATION OF STRUCTURAL CONCRETE SUBSTRUCTURE	430.000 CY				

Maine Department of Transportation

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	518.60 REPAIR OF VERTICAL SURFACES < 8 IN.	250.000 SF	_____	 _____	_____	 _____
0130	523.26 EXPANSION BEARING - MODIFICATION	14.000 EA	_____	 _____	_____	 _____
0140	523.301 REFURBISH & RESET FIXED BEARING	10.000 EA	_____	 _____	_____	 _____
0150	523.311 REFURBISH & RESET EXPANSION BEARING	2.000 EA	_____	 _____	_____	 _____
0160	523.52 BEARING INSTALLATION	14.000 EA	_____	 _____	_____	 _____
0170	524.30 TEMPORARY STRUCTURAL SUPPORT	11.000 EA	_____	 _____	_____	 _____
0180	525.261 REPOINTING GRANITE MASONRY	890.000 LF	_____	 _____	_____	 _____
0190	528.4903 BRIDGE TIES AND TIMBERS 34 EA	LUMP SUM		 LUMP SUM	_____	 _____
0200	534.30 PRECAST STRUCTURAL CONCRETE Backwalls	LUMP SUM		 LUMP SUM	_____	 _____
0210	534.30 PRECAST STRUCTURAL CONCRETE Jump Span Bridge Seat	LUMP SUM		 LUMP SUM	_____	 _____
0220	534.30 PRECAST STRUCTURAL CONCRETE Pedestals	LUMP SUM		 LUMP SUM	_____	 _____

1/21/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 3

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0230	536.201 TIE BACK SYSTEM	LUMP SUM	LUMP	SUM	_____	_____
0240	648.511 REMOVE AND RELAY EXISTING TRACK	310.000 TF	_____	_____	_____	_____
0250	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	SUM	_____	_____
0260	659.10 MOBILIZATION	LUMP SUM	LUMP	SUM	_____	_____
Section: 1			Total:		_____	_____
			Total Bid:		_____	_____

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. 023488.00** for **Railroad Bridge Rehabilitations** in the towns of **Eagle Lake, Wallagrass, Ft. Kent, and Frenchville** 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 **November 1, 2022**. 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. 023488.00 - Railroad Bridge Rehabilitations - in the towns of Eagle Lake, Wallagrass, Ft. Kent, and Frenchville.

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

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

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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, on or before **November 1, 2022.** 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.

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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.

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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.

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.

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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 PROVISION
SECTION 107

PROSECUTION AND PROGRESS
(Contract Time)

The specified Contract Completion Date is **November 1, 2022**.

The Contractor will have the right of entrance to the Railroad right-of-way so that the Project fieldwork may be completed between **May 1, 2021 and November 1, 2022**.

Spring Operations: The Contractor is hereby notified that the operating Railroad will have modified train schedules in the spring due to thaw, typically prior to June 30 +/-, depending on ground conditions. Once the Railroad is satisfied that conditions are conducive, normally scheduled working operations will commence, which will allow for outages and work windows as generally outlined below. The Contractor shall coordinate with the Railroad for work windows prior to June 30.

Exclusive and Uninterrupted Access to Railroad Right-of-Way:

Temporary rights of access shall include exclusive and uninterrupted occupancy of the Railroad right-of-way to access the Project during the following time segments:

- **8 weekends for work during daylight hours, Saturday and Sunday 7:00 AM to 7:00 PM each day on the same weekend. Exclusive and uninterrupted access for weekend work shall not begin until calendar year 2021 and shall not be provided on consecutive weekends.**
- **1 extended continuous weekend closure (for Fish River North jump span installation), beginning Thursday 6:00 PM and ending Monday at 6:00 AM on the same weekend. Exclusive and uninterrupted access for weekend work shall not begin until after June 30 +/- due to spring conditions (the Contractor shall coordinate with the Railroad on spring conditions if the extended closure is desired near the June 30 target date for the Railroad to resume their normal work schedule).**

This extended continuous weekend closure begins at the above specified time. The closure will be considered complete when the Contractor has installed the jump span, including precast bridge seat and backwall, and has completed backfilling, including ballast as shown in the plans and in accordance with the Specifications. The Contractor will be responsible for the installation of rails, cross ties, bridge timbers, and other track material (OTM), as well as the final lift of ballast.

The Railroad will inspect the track prior to the first train passage following the extended closure. The Contractor will be responsible to ensure that the track is prepared for service in accordance with applicable State, FRA, and AREMA

standards, and to the satisfaction of the Railroad. The Resident shall be the sole authority in determining when the extended closure has begun and is complete.

The Contractor shall notify the Resident, in writing of the selected time period a minimum of 60 calendar days prior to the selected and coordinated extended closure date. The Contractor shall coordinate with the Resident a minimum of 10 days in advance of the selected extended closure weekend to confirm weather outlook or, if needed, reschedule for the next agreeable extended closure weekend.

The Contractor shall submit a detailed schedule of the work to be performed during the extended closure. The schedule of work shall be an hourly breakdown of the work to be performed, the equipment to be used and detailed means and methods used by the Contractor to perform the work. The Contractor shall submit a detailed contingency plan for mitigation of delays or stoppages in work. The contingency plan shall include a course of action for events such as equipment failure, unexpected weather, and other events that could potentially cause a delay to the work or result in the extended closure not being completed within the specified time. The Contractor shall submit the schedule of work and contingency plan to the Resident, for Approval, 30 calendar days prior to beginning the work.

Work Hours and Night work: The Contractor may work continuously during the extended closure. Site lighting shall be provided by the Contractor, as needed, for all night work required during the extended closure in accordance with Section 652.6.2. All lighting needs shall be incidental to other contract items.

Non-Exclusive and Interruptible Access to Railroad Right-of-Way:

Temporary rights of access shall also include non-exclusive and interruptible occupancy of the Railroad right-of-way to access the Project Site(s). The Contractor must confirm temporary work windows with the Railroad prior to scheduling the work. Temporary non-exclusive and interruptible work windows for access to the Project Site(s) should generally be anticipated as outlined in the following time segments:

**Bridge at MP 241.83 (Br 7788 over Fish River (North)),
Bridge at MP 236.44 (Br 7787 over Wallagrass Stream), and
Bridge at MP 224.51 (Br 7785 over Fish River (South)):**

- **The Contractor should anticipate two trains per day, one Southbound movement in the AM and one Northbound movement in the PM as generally outlined below (exact times may vary slightly from day-to-day):**
 - **MP 241.83 – Br 7788 over Fish River (North):**
 - **One Southbound movement around 9:00 AM**
 - **One Northbound movement around 3:00**
- Approximately a 6-hour window between SB and NB movements**

- **MP 236.44 – Br 7787 over Wallagrass Stream:**
 - **One Southbound movement around 9:30 AM**
 - **One Northbound movement around 2:30**
 - **Approximately a 5-hour window between SB and NB movements**
 - *The Contractor is hereby notified that there is an ongoing construction project that will be performing work on the Wallagrass Stream Bridge (superstructure work and expansion bearing replacements). The Contractor shall coordinate work at this bridge with the Contractor for the superstructure work to schedule the work to avoid conflicts (due to limited working space) and to provide access to the site as appropriate.*

- **MP 224.51 – Br 7785 over Fish River (South):**
 - **One Southbound movement around 10:30 AM**
 - **One Northbound movement around 1:30**
 - **Approximately a 3-hour window between SB and NB movements**

Bridge at MP 253.87 (Br 7792 over Dickey Brook):

- **The Contractor should anticipate one train per day during normal work hours. One Northbound movement in the late afternoon (approximately 3:00 PM). The Southbound movement occurs at night/early morning before normal working hours (typically around 3:00 or 4:00 AM).**

While additional periods of exclusive and non-exclusive track occupancy may be available, the Railroad does not make any representations to the State of such availability. The Contractor is hereby advised that the Railroad's operating schedule is periodically subject to revision at any time. As such, the specified non-exclusive and interruptible occupancy intervals will be subject to revision.

It is not the intention of the Railroad to interrupt any defined occupancy period events during the Project but from time to time it may be necessary to allow passage of train(s) or other equipment through the work zone. The Contractor is encouraged to coordinate access time further with the Railroad once work has begun. The Contractor will receive verbal notice communicated by the assigned Railroad flag person approximately one hour prior to the train's arrival. The Contractor shall allow passage and shall not be reimbursed for any incurred expense.

107.8 Supplemental Liquidated Damages

Add the following section:

Per-hour amount of Supplemental Liquidated Damages: **\$500/hour**, beginning 31 minutes after the expiration of the above specified exclusive and/or non-exclusive occupancy time segments.