REQUEST FOR PROPOSALS

BOOK 2 - PROJECT REQUIREMENTS

BANGOR
KENDUSKEAG AVENUE OVER I-95
AND
I-95 SOUTHBOUND AND NORTHBOUND OVER STILLWATER AVENUE
BRIDGE NOs. 5798, 1427, 5800

BEST VALUE DESIGN–BUILD PROJECT

PROJECT NOs. 2609500 and 2717600

November 6, 2024



TABLE OF CONTENTS

PART 1 - Design-Build Contract Agreement

Design-Build Contract Agreement

CONTRACT 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 24 Child, 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 Maine, with its principal place of business located at _____ _____ (Design-Builder).

The Department and the Design-Builder, in consideration of the mutual promises set forth in the Contract Documents, hereby agree as follows:

A. The Work.

The Design-Builder shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent materials and temporary materials required to perform the Work including design, construction, quality management 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 Documents.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract Documents; payment to be made as provided in the same.

1. Bangor Bridge Replacements Project

The Design-Builder agrees to complete all Work as specified or indicated in the Contract including Extra Work and Force Account in conformity with the Contract, WIN No. _____ _____ , for the _____ in the town/city of _____, County of _____ , Maine. The Work includes design, construction, maintenance during construction, warranty as provided in the Contract Documents, and other incidental work.

B. Time.

The Design-Builder agrees to complete all Work, except warranty work, on or before _____ (date)**.** Further, the Department may deduct from moneys otherwise due the Design-Builder, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 – Liquidated Damages and 107.8 – Project Closeout of the Design-Build Best Value General Conditions.

C. Price.

The Lump Sum Price shown on the Price Proposal Form (Form D), a Contract Document, 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. Except as otherwise specifically provided in the Contract (including provisions for Extra Work and Force Account Work), the Department agrees to pay, and the Design-Builder agrees to accept, the following Lump Sum Price as full and complete compensation for completion of all the Work.

1. Bangor Bridge Replacements Project:

a.	WIN 026095.00 – Kenduskeag Avenue Over I-95 – Bridge No. 5978	**$** _____
b.	WIN 027176.00 – I-95 NB & SB over Stillwater Avenue. – Bridge Nos. 1427 & 5800	**$** _____
	Total Lump Sum Price:	**$** _____

D. Contract.

The Contract, which may be amended, modified, or supplemented in writing only through a Contract Modification, consists of the following documents:

1. This Design-Build Contract Agreement;
2. The Design-Builder's Statement of Interest (SOI);
3. All portions of the Request for Proposals (RFP), consisting of the Design-Build Best Value General Conditions, Project Requirements, Appendices, and March 2020 Edition of the Standard Specifications with the latest version of the Supplemental Specifications;
4. The Design-Builder's Proposal consisting of its Technical Proposal, inclusive of the Proposal Letter (Form A), and its Price Proposal, inclusive of the Price Proposal Form (Form D);
5. Agency Consultation (e.g., Endangered Species Act and Essential Fish Habitat) & Permits, as applicable;
6. Performance, payment, warranty, and other bonds;
7. All specifications, manuals, guides, laws and all other documents referenced in any of the above documents; and
8. Amendments Nos. 1 to ____ inclusive.

It is agreed and understood that the Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Design-Builder hereby certifies that to the best of the Design-Builder's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Proposal and the Proposal Documents, including those in Appendix A to the Design-Build Best Value General Conditions (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Contract Agreement.
2. The Design-Builder knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Design-Builder to sign this Contract Agreement on behalf of the Design-Builder and to legally bind the Design-Builder to the terms of this Contract Agreement.

F. Representations.

The undersigned, having carefully examined the site of work, the Project Requirements, RFP Appendices, the Design-Build Best Value General Conditions, March 2020 Edition of the Standard Specifications, Supplemental Specifications, Contract Agreement; and Contract Bonds contained herein for design and construction of:

_____ ,

State of Maine, on which proposals will be received until the time specified in the "Notice to Design-Builders" does hereby propose and offer to enter into the 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 the Contract and for the lump-sum price herein.

The Design-Builder agrees to perform the work required at the price specified above and in accordance with the terms of the Contract, and to provide the appropriate insurance and bonds if this offer is accepted by the Department in writing.

The Design-Builder also agrees:

First: To do any extra work, which may be ordered by the Department Project Manager, and to accept as full compensation the amount determined as provided in Section 109.5 – Equitable Adjustments to Compensation and Time of the Design-Build Best Value General Conditions and as addressed in the Contract Documents.

Second: That the Proposal Guaranty at five percent (5%) of the proposal amount payable to the Treasurer of the State of Maine and accompanying this proposal, shall be forfeited, as Liquidated Damages, if in case this Proposal 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 Design-Build Best Value General Conditions within ten (10) Days of notice of intent to award the Contract.

Third: To begin the Work on the date specified in the Project Requirements and complete the Work within the time limits given in the Contract.

Fourth: That the Lump Sum Price shall remain open for thirty (30) Calendar Days after the date of Price Proposal Opening.

IN WITNESS WHEREOF, the Design-Builder, for itself, its successors and assigns, hereby execute three duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in this Contract.

DESIGN-BUILDER

_____ _____

Date

_____ _____

Witness (Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Item 1 ☐ Bangor Bridge Replacements Project

Total Contract Amount: $_____

Execution by the Department consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____ _____

Date Commissioner

_____

Witness

PART 2 - Project Requirements

1. GENERAL INFORMATION

1.1 Issuance of RFP

This Request for Proposal (RFP) dated September 25, 2024, issued by the Maine Department of Transportation (the Department) constitutes a request for selected Design-Build Teams to submit Proposals to design and build the Bangor Bridge Replacements Project (the Project).

1.2 Procurement Overview

1.2.1 Procurement Process

The Department is using a two-step process to select a Design-Builder to deliver the Project. For the first step, a list of selected Proposers was determined based on the Statements of Interest (SOIs) the Department received in response to its Request for Statement of Interest (RFSOI) dated July 12, 2024. This RFP is issued as the second step of the procurement process. The Department will accept Proposals only from Proposers who have been advised in writing that they have been selected to submit Proposals.

Pursuant to Title 23, MRSA, Section §4244, the Department intends to award a Lump Sum Price Design-Build Contract to the Proposer that submits the Proposal determined by the Department to provide the highest overall value to the State, considering quality and cost. The Department reserves the right to reject any or all Proposals.

1.2.2 Draft RFP and Industry Review

The Department will first issue a Draft RFP to solicit questions and feedback from Proposers. The intent of this process is to both enhance the Proposers' understanding of the Project and the RFP, and to improve the RFP itself based on the input received.

When reviewing the Draft RFP, Proposers should consider the following:

1. Does the schedule for the procurement process provided in Section 1.6 provide sufficient time to maximize opportunities to meet or exceed the Project goals?

2. Do the Project Requirements provide sufficient definition to support the Project goals, or would it be beneficial for the Department to provide additional detail on what is required?

When reflecting upon these questions, Proposers should note that this RFP has been designed to provide flexibility to Proposers with respect to design concept, schedule and phasing, and stakeholder coordination. The design and construction criteria contained herein have therefore been left open to encourage Proposers to develop innovative solutions to achieving the Project goals.

1.2.3 Final RFP

Based on the comments and questions received during the review period, the Department will modify the RFP as it deems appropriate and will issue a final RFP by the date specified in Section 1.6.

1.2.4 Technical Proposal Package and Price Proposal Package

Proposers shall submit their Technical Proposal Package, Proposal Guaranty Package, and Price Proposal Package by the time specified on the date specified in Section 1.6.

1.2.5 Alternative Technical Concepts (ATCs)

The Department will consider ATCs submitted by Proposers in accordance with the process set forth in Section 102.4 – Alternative Technical Concepts (ATCs) of the Design-Build Best Value General Conditions. Proposers shall identify in their Technical Proposal any approved ATCs incorporated therein, and include the approved Response Summary for ATC #__ forms with the Technical Proposal Package as identified in Subsection 102.3.2.1 – Proposal Organization of the Design-Build Best Value General Conditions.

1.3 Project Goals

The Department's primary goals for the Project include the following:

1. To deliver a cost-effective Project;

2. To design and construct three safe, durable, appropriately sized, and low maintenance bridges that fit in well in their surroundings;

3. To minimize impacts to the traveling public, local residences, local communities, and emergency services during construction.

1.4 Contract Time

1.4.1 Contract Completion Date

All Work, excluding warranty work, required by the Contract shall be completed no later than October 31, 2029. Liquidated Damages will be assessed in accordance with Section 107 of the Design-Build Best Value General Conditions for each Calendar Day that the Work is extended beyond the Completion Date.

If an earlier Completion Date is identified in the Proposal and accepted by the Department, then the earlier Completion Date shall become the baseline Completion Date and shall be incorporated into the Design-Build Contract Agreement.

1.4.2 Supplemental Liquidated Damages

Interstate 95 Northbound and Southbound:

In relation to nightly lane closure allowances on Interstate 95 identified in Section 6, Supplemental Liquidated Damages at the rate of five-hundred dollars ($500.00) per lane per half-hour will be assessed for every half-hour, or portion thereof, that the Design-Builder does not maintain two (2) lanes of traffic in each direction of Interstate 95 between 7:00 AM and 7:00 PM in accordance with Section 6 of these Project Requirements.

In relation to temporary full closure allowances on Interstate 95 identified in Section 6, Supplemental Liquidated Damages at the rate of two-thousand dollars ($2,000.00) will be assessed per lane, per five-minute period, for every five-minute period that the Interstate is not open to traffic in accordance with Section 6 of these Project Requirements.

Exit 186 NB Off Ramp and SB On Ramp:

Supplemental Liquidated Damages at the rate of five-hundred dollars ($500.00) per ramp per half-hour will be assessed for every half-hour, or portion thereof, that the Design-Builder does not maintain exit and entrance ramp access in accordance with Section 6 of these Project Requirements.

Stillwater Avenue:

In relation to nightly lane closure allowances on Stillwater Avenue identified in Section 6, Supplemental Liquidated Damages at the rate of five-hundred dollars ($500.00) per half-hour will be assessed for every half-hour, or portion thereof, that the Design-Builder does not maintain two (2) lanes of traffic, one in each direction of Stillwater Avenue, in accordance with Section 6 of these Project Requirements.

Kenduskeag Avenue:

Supplemental Liquidated Damages at the rate of one-thousand five-hundred dollars ($1,500.00) per Calendar Day will be assessed for each Calendar Day, or any portion of a Calendar Day, that the Kenduskeag Avenue Bridge is not Substantially Complete after the closure duration specified in Section 6 of these Project Requirements.

1.5 Stipend

Each unsuccessful Proposer (or, in the event the Project is canceled, any Proposer) that submits a responsive Proposal will be entitled to receive a stipend as described in the RFSOI pursuant to Section 103.5 - Provisions Regarding Unsuccessful Proposers of the Design-Build Best Value General Conditions.

1.6 Procurement Schedule

Though subject to change, the Department anticipates following the contracting schedule below. Proposers are cautioned that this schedule is subject to change and the Proposer should not rely upon it to determine, for example, when actual construction may commence.

MaineDOT Issues Draft RFP	September 25, 2024
Deadline for Design-Builders to submit Questions on the Draft RFP	**October 9, 2024 at 3:00 PM EDT**
MaineDOT Issues Responses to Draft RFP Questions *	October 23, 2024
MaineDOT Issues Final RFP	November 6, 2024
Begin Date for Design Builders to Submit ATC Proposals	November 11, 2024
Design-Builders Attend One-On-One Meetings with MaineDOT (If Applicable)	**One meeting per Team between November 11 and December 6, 2024**
Deadline for Design-Builders to Submit ATC Proposals	**December 18, 2024 at 3:00 PM EDT**
MaineDOT Issues Responses to ATC Proposals*	January 15, 2025
Deadline for Design-Builders to Submit Questions Final RFP	**January 29, 2025 at 3:00 PM EDT**
MaineDOT Issues Responses to Final RFP Questions*	February 7, 2025
Deadline for Design-Builders to Submit Technical and Price Proposal Packages	**February 26 , 2025 at 3:00 PM EDT**
MaineDOT Issues Notification of Technical Proposal Responsiveness to Design-Builders	March 5, 2025
Deadline for Design-Builders to Submit Cure for Technical Responsiveness (If Applicable)	**March 12, 2025**
Deadline for Design-Builders to Submit Proposal Guaranty Package	**April 2, 2025 at 11:00 AM EDT**
MaineDOT Opens Price Proposals	April 2, 2025 at 11:00 AM EDT
MaineDOT Awards Contract	April 2025
Design-Builder Begins Final Design & Construction	**Summer 2025**
Design-Builder Completes Final Design & Construction	October 31, 2029

*Follow-up clarification requests to the Department's responses must be submitted within two (2) Days to the Contract Representative. All follow-up clarification requests must be specific as to what it is about the Department's response that is confusing or unclear.

The opening of Price Proposals will take place in the Main Conference Room #216 at the Maine Department of Transportation building on Child Street in Augusta, Maine.

If any dates are changed, the Department will notify the Proposers in advance, in writing. In the event that a time period provided in this RFP falls on a Holiday, Saturday, or Sunday, the party required to act within said time period shall be considered in compliance with said time period provided said party acts as required on the next Departmental business day thereafter.

1.7 Contract Representative

The Contract Representative is:

George M. A. MacDougall, P.E.
george.macdougall@maine.gov

Mailing Address:
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016

Physical Address:
24 Child Street
Augusta, ME 04333

The Contract Representative is the sole Department contact person and addressee for clarification requests, ATC submittals, and all other communications about the Project and RFP, and the submission of the Technical Proposal and Price Proposal. The Contract Representative may be changed by written notice from the Department.

1.8 Insurance

Insurance requirements for the Project are set forth in Section 110.3 - Insurance of the Design-Build Best Value General Conditions. This Project will require Owner's and Design-Builder's Protective Liability Insurance in accordance with the amounts specified in Subsection 110.3.5 - Owner's and Design-Builder's Protective Liability of the Design-Build Best Value General Conditions.

Insurance certificates shall be submitted prior to Contract Execution.

1.9 Civil Rights Contract Compliance Review

The scope of this Project in its entirety may undergo a full contract compliance review. The Technical Proposal shall identify the Civil Rights Compliance Manager and provide examples of work that describe his or her experience, qualifications, and responsibilities. The examples may include, but are not limited to, the following:

1. Past project experience showing familiarity with MaineDOT Title VI Standard Assurances.

2. Past project experience describing the required tracking and reporting processes related to DBE, PAT, and Federal EEO and Civil Rights Requirements defined in these Project Requirements and the Design-Build Best Value General Conditions.

3. Certifications or examples of Title VI training attendance.

1.10 Independent Verification

In reference to Subsection 106.2.4.9 – Independent Verification of the Design-Build Best Value General Conditions under Statistical Validation Method item C, the Department will not require the Design-Builder to arrange for an approved testing laboratory building for the sole use of the Department.

1.11 On the Job Training (OJT)

There is an established OJT requirement of 2,000 hours for this Project. The Proposer is required to meet that goal, if awarded the Project, in accordance with Subsection 105.10 - Equal Opportunity and Civil Rights of the Design-Build Best Value General Conditions.

1.12 Disadvantaged Business Enterprise (DBE)

The Department has an annual DBE participation goal of 1.02%. The Department encourages the use of DBE firms to accomplish that goal, in accordance with Subsection 105.10 - Equal Opportunity and Civil Rights of the Design-Build Best Value General Conditions. The Design-Builder is required to meet all Civil Rights laws.

1.13 Wage Rates

Federal wage rates apply on this Project, in accordance with Subsection 104.3.8 - Wage Rates and Labor Laws of the Design-Build Best Value General Conditions.

1.14 Appendix A to Division 100 Design-Build Best Value General Conditions

The federal requirements of Appendix A to Division 100 Design-Build Best Value General Conditions apply to this Project.

2. PROPOSAL SUBMISSION REQUIREMENTS

2.1 Submission of Proposals

2.1.1 Time and Location

Technical Proposal Packages, Price Proposal Packages, and Proposal Guaranty Packages must be received no later than time and date specified in Section 1.6.

2.1.2 Technical Proposal Package

The Proposer must email its Technical Proposal Package in an electronically signed document, in PDF format, to the Contract Representative identified in Section 1.7. For ease of identification, the email subject line with the attached Technical Proposal Package must be clearly marked as follows:

"Technical Proposal Package for Design-Build Contract – Bangor Bridge Replacements, MaineDOT WINs 026095.00 & 027176.00 – [Proposers Name]"

The Technical Proposal Package document shall be clearly titled as follows:

"Technical Proposal - Bangor Bridge Replacements - MaineDOT WINs 026095.00 & 027176.00 – [Proposers Name]"

2.1.3 Price Proposal Package

The Proposer must deliver its hardcopy Price Proposal Package to the Contract Representative in Section 1.7, via mail at the mailing address identified or by hand at the physical address identified.

The Price Proposal Package shall be submitted on the forms supplied by the Department and must be delivered in a sealed envelope capable of holding 8 ½" x 11" documents without folding and clearly marked as follows:

Proposer's Name
Price Proposal
Bangor Bridge Replacements
WINs 026095.00 & 027176.00

2.1.4 Proposal Guaranty Package

The Proposer must deliver its hardcopy Proposal Guaranty Package to the Contract Representative in Section 1.7, via mail at the mailing address identified or by hand at the physical address identified.

Proposer's Name
Proposal Guaranty
Bangor Bridge Replacements
WINs 026095.00 & 027176.00

2.2 Proposal Content Requirements

Proposers shall provide responses to all information requested in this RFP. Failure to respond or failure to provide requested information may result in a determination by the Department, in its sole discretion, that a Proposal is non-responsive.

Except as provided in Section 103.5 - Provisions Regarding Unsuccessful Proposers of the Design-Build Best Value General Conditions, the Department shall have no obligation to compensate any unsuccessful Proposer for its efforts in preparing a Proposal.

2.2.1 Document Submission Format

Proposers shall provide the following documents in PDF format and electronically signed as appropriate, unless otherwise specified in Section 2.1:

1. Form A - Technical Proposal Submission form, electronically signed;

2. Each of the letter(s) approving changes in Proposer's organization (if applicable);

3. Sequentially numbered Technical Proposal with 11" x 17" plans, which shall also include the following;

    a. Approved Response Summary for ATC #__ Forms, separately indexed;

    b. Preliminary Schedule, separately indexed;

    c. Design Quality Management Plan (DQMP) outline, separately indexed; and

    d. Construction Quality Management Plan (CQMP) outline, separately indexed;

4. One (1) original of the Proposal Guaranty (Form C), separately sealed in the Proposal Guaranty Package;

5. One (1) original of the Price Proposal (Form D); and

6. One (1) original of the Commitment Confirmation and Open Ended Performance Plan (OEPP) DBE Form (Forms E1, E2, and E3), sealed with Form D in the Price Proposal Package.

Page limits shall be as specified in Subsection 102.3.2.1 - Proposal Organization of the Design-Build Best Value General Conditions.

3. PROPOSAL EVALUATION PROCESS

The Department intends to select the Proposer that offers the overall Best-Value to the Department, considering price and technical factors as described in 23 MRSA §753-A – Design-

Build Contracts. The intent of the Department in this evaluation process is to create a fair and uniform basis for the evaluation of the Proposals in accordance with the State's legislation governing this procurement. Betterments identified in the Proposal that exceed the Project Requirements will become the baseline of the Contract. Examples include, but are not limited to, reduced number and duration of lane or road closures, reductions in phasing or scheduling, increased warranty provisions, etc.

3.1 Technical Proposal Responsiveness Requirements (Not Subject to ATC Allowance)

The Proposal shall comply with the following minimum technical requirements, in addition to all submission requirements specified in Section 102.3 – Proposal Submittal Requirements of the Design-Build Best Value General Conditions and Section 2 of the Design-Build Project Requirements, to be responsive.

The following Technical Proposal Responsiveness Requirements shall be met and are <u>not</u> eligible to be modified through the Alternative Technical Concept (ATC) process specified in Section 102.4 of the Design-Build Best Value General Conditions:

1. The minimum design speed for the Project shall be as follows:

    a. Interstate 95: 60 MPH

    b. Stillwater Avenue: 35 MPH

    c. Kenduskeag Avenue: 30 MPH

2. The Work shall be designed and constructed such that Arctic Brook and the existing box-culvert carrying the Arctic Brook, located east of the Kenduskeag Bridge, are not impacted.

3. The new I-95 bridges over Stillwater Avenue (NB & SB) shall each have an overall fifty-foot (50') minimum curb-to-curb width, consisting of two (2) twelve-foot (12') travel lanes, one (1) twelve-foot (12') acceleration/deceleration lane, one (1) four-foot (4') inside shoulder and one (1) ten-foot (10') outside shoulder.

4. The new Kenduskeag Avenue bridge over I-95 shall have an overall thirty-foot (30') minimum curb-to-curb width, consisting of two (2) eleven-foot (11') travel lanes and two (2) four-foot (4') shoulders, plus one (1) six-foot (6'-0") raised sidewalk measured from face of curb to face of bridge railing, on the north side of Kenduskeag Avenue.

5. The Stillwater Avenue section underneath I-95 shall have an overall minimum paved width of forty-six feet (46'), consisting of two (2) twelve-foot (12') travel lanes, one (1) twelve-foot (12') center turn lane, and two (2) five-foot (5') shoulders, plus one (1) six-foot (6'-0") sidewalk measured from face of curb on the east side of Stillwater Avenue. The widening limits of Stillwater Avenue shall extend north and south to match into the

existing 3 lane section south of the bridges near 335 Stillwater Avenue, and also transition to tie into the existing intersection of Drew Lane and Stillwater Avenue, north of the bridges.

6. The total length of the new bridges shall be such that abutments are placed outside the clear zone of the roadway, and a minimum of ten-feet (10'-0") from the edge of pavement at locations where guardrail is not present.

    a. Substructures for the I-95 bridges over Stillwater Avenue shall additionally be placed to accommodate the future addition of a six-foot (6'-0") raised sidewalk (by others), measured from the face of curb on the west side of Stillwater Avenue.

    b. Substructures for the Kenduskeag Avenue bridge over I-95 shall additionally be placed to accommodate a future twelve-foot (12'-0") third lane in each direction while maintaining an open drainage ditch, ten-foot (10'-0") outside shoulders and four-foot (4'-0") inside shoulders.

7. The following vertical clearance criteria applies:

    a. The minimum overhead clearance of I-95 over Stillwater Avenue shall be fifteen-feet six-inches (15'-6").

    b. The minimum overhead clearance of Kenduskeag Avenue over I-95 shall be sixteen-feet six-inches (16'-6").

8. Pile bent piers with exposed steel casings shall not be used.

9. No reuse of existing piles is allowed.

10. No reuse of existing substructure is allowed.

11. The design for the new bridges shall <u>not</u> incorporate the following:

    a. stay-in-place deck forms,

    b. partial-depth concrete deck panels,

    c. precast concrete box beams,

    d. timber structural load-carrying elements,
    e. two girder type superstructure systems, trusses, or other non-redundant type structures.

12. Superstructure girders shall be continuous for the full length of the bridge.

13. Longitudinal joints for expansion are not permitted.

14. The Rest Areas/Information Centers shall not be used as Design-Builder parking, staging, laydown areas, or for management office trailers and shall remain accessible to the Travelling Public at all times.

15. Emergency Median Crossovers shall not be used as Design-Builder parking, staging, or laydown areas and shall remain open at all times.

3.2 Technical Proposal Evaluation Criteria

The information in this Section is intended to assist Proposers in developing and submitting Technical Proposals that address the Department's goals and expectations for the Project. The Department's evaluation team will rate and score (in their sole discretion) the Technical Proposals based upon the evaluation criteria described below. The extent to which a Proposal meets or exceeds the evaluation criteria will be rated and reflected in the evaluation team's scoring of the Proposals submitted. The minimum raw score for this Project is eighty percent (80%). For a related provision, see Subsection 103.2.2.3 - Scoresheets of the Design-Build General Conditions. Proposers should note that the Technical Proposal will be considered as the Preliminary Design Report (PDR) for the bridge as noted in Chapter 2 of the Bridge Design Guide (BDG). The various PDR forms identified in the BDG are not required for this Project.

Evaluation Criteria	**Maximum Points**
3.2.1 Bridge Design Concept	35
3.2.2 Highway Design Concept	20
3.2.3 Traffic Management Plan/Project Sequencing	35
3.2.4 Project Management and Coordination Plan	10
Total =	**100**

3.2.1 Bridge Design Concept (35 points)

Through this scoring item, the Department will evaluate the Proposer's approach and commitment to delivering design solutions for the bridge structures and other related structures (e.g. retaining walls) that meet or exceed the minimum technical requirements identified in Section 3.1, Section 6, and Section 105.12 of the Design-Build Best Value General Conditions. The Proposal shall include plans, graphical representations, and narrative descriptions as necessary to enable the Department to understand and evaluate the Proposer's approach to designing the new bridge.

3.2.1.1 Proposal Submittal Requirements

Prepare and submit the information identified below as part of the Technical Proposal for each bridge, as applicable.

1. Summarize the design and construction of the new Bangor Replacement Bridges and their foundations, including assumptions used in developing the substructure

and superstructure types and design.

2. Provide the following preliminary plans and details, as applicable:

    a. A conceptual layout (general plan, elevation, and typical section) for the new bridges.

    b. Interpretive subsurface profile plans.

    c. Bridge pier, pier protection, and pier foundation plans, elevations, and typical sections.

    d. Bridge abutment plans, elevations, and typical sections.

    e. Retaining walls and other proposed structures adjacent to the new bridge: type, plans, elevations, and typical sections.

    f. Any additional plans, details, or renderings the Proposer feels is necessary to fully convey its bridge design concept.

3. Discuss the approach to exceed the minimum design/service life criteria of seventy-five (75) years and the measures taken towards promoting a safe, durable, and low maintenance bridge to achieve a goal of reaching a 100-year service life.

    a. Define specific and/or typical maintenance (both routine and periodic), repair, and rehabilitation requirements of the proposed bridges.

    b. Provide a discussion on how the proposed design will promote ease of maintenance, drainage, and enhanced durability.

    c. Provide a discussion on how the design, detailing, and use of materials, will increase the design/service life of the bridge.

4. Describe the approach to replace the median guardrail on I-95 at Kenduskeag Avenue with MASH TL-5 compliant single-slope concrete barrier. Provide a discussion on how the proposed barrier will deflect traffic, reduce impacts to the pier, and how bridge drainage will be incorporated into or diverted from the median.

5. Provide a brief interpretation of soil and bedrock conditions based on the geotechnical information available, including the Preliminary Geotechnical Data Reports (PGDRs), and other investigations conducted by the Proposer. Discuss the approach to the design and construction of the proposed substructure units, the foundations, and retaining walls adjacent to the new bridge, including considerations for extreme events such as seismic, liquefaction, and flooding as applicable.

6. Describe any approved ATCs that have been incorporated into the Proposal relating

to this category.

7. Describe any enhancements incorporated into the proposed design that exceed the requirements identified in the RFP for this category, including any additional warranties offered.

3.2.1.2 Evaluation Criteria

This category will be evaluated and scored based on the quality of the following items. Superior scores in this category will be awarded to Proposals that exceed the minimum requirements in the RFP for this category and/or provide additional items of positive value that were not required in the RFP.

1. The Proposal demonstrates that the Proposer has considered the long-term durability and service life in the design and detailing of the bridges, including concepts that will:

   a. Minimize maintenance and rehabilitation costs for the Department during the design life.

   b. Incorporate materials, designs, details and methods that will maximize durability. corrosion resistance, and increase service life.

   c. Facilitate inspection and maintenance efforts by providing safe and easy access.

2. The Proposal minimizes property impacts, provides adequate bridge drainage, and effectively uses appropriate retaining walls, if needed.

3. The Proposal contains appropriate superstructure and substructure types for the proposed locations that are appropriately designed for resistance to extreme events as well as normal strength and serviceability loading requirements, and fit in well with the surrounding environment.

4. The Proposal demonstrates a strong understanding of the potential geotechnical challenges associated with the new bridges.

5. The Proposal provides additional enhancements that exceed the requirements identified in the RFP or were not required by the RFP, such as additional warranties, additional treatments that further enhance durability and longevity, the use of innovative materials, etc.

3.2.2 Highway Design Concept (20 points)

Through this scoring item, the Department will evaluate the Proposer's approach and commitment to delivering design solutions for the highway approaches, roadway approaches, and adjoining intersections that meet or exceed the associated minimum technical requirements identified in Section 3.1, Section 6, and Section 105.12 of the Design-Build Best Value General Conditions.

The Proposal shall include plans, graphical representations, and narrative descriptions as necessary to enable the Department to understand and evaluate the Proposer's approach to designing the roadway and approaches.

3.2.2.1 Proposal Submittal Requirements

Prepare and submit the information identified below as part of the Technical Proposal for each project site, as applicable.

1. Provide the following preliminary plans and details, as applicable:

    a. Preliminary layout plans for the entire Project including horizontal and vertical alignments, typical sections, drainage concepts, guardrail, concrete barrier, sign structures, and slope limits of roadways, intersections, and driveways.

    b. Plans, elevations, and typical sections for any retaining walls, and/or other proposed ancillary structures.

    c. Plan view(s) showing location and square footage of permanent and temporary impacts to wetlands associated with the project design and construction as describe in Section 7.4.

    d. Any additional plans, cross-sections, profiles, details, or renderings the Proposer feels is necessary to convey how the proposed design meets or exceeds the Project Requirements.

2. Discuss the approach to design and construction of approach roadways, pavement, and embankments, including measures for monitoring and mitigating any potential stability and/or settlement issues.

3. Discuss the approach to drainage.

4. Discuss how impacts to streams and wetlands were avoided or minimized.

5. Discuss how impacts to Arctic Brook beneath Kenduskeag Avenue will be avoided.

6. Describe any approved ATCs that have been incorporated into the Proposal relating to this category.

7. Describe any enhancements incorporated into the proposed design that exceed the requirements identified in the RFP for this category, including any additional warranties offered.

3.2.2.2 Evaluation Criteria

This category will be evaluated and scored based on the quality of the following items. Superior scores will be awarded to Proposals that exceed the minimum requirements in the RFP for this

category and/or provide additional items of positive value that were not required in the RFP.

1. The Proposal provides an alignment that will:

    a. Avoid or minimize Right-of-Way acquisition requirements.

    b. Avoid or minimize impacts to existing landscaping on private properties and surrounding infrastructure.

    c. Avoid drainage issues within the roadway and adjacent properties.

    d. Avoid or minimize impacts to wetlands.

    e. Provide smooth and safe movements and transitions for vehicular and pedestrian traffic.

2. The Proposal demonstrates that the Proposer has considered and included concepts that will:

    a. Minimize long-term maintenance and rehabilitation costs for the Department.

    b. Provide increased durability and enhanced user safety.

3. The Proposal provides enhancements that exceed the requirements identified in the RFP or were not required by the RFP, such as additional warranties, additional traffic calming measures, etc.

3.2.3 Traffic Management Plan/Project Phasing (35 points)

Through this scoring item, the Department will evaluate the effectiveness of the Proposer's approach to scheduling and phasing the Project in a manner that will minimize impacts during construction, reduce Project duration, and meet or exceed the associated minimum technical requirements identified in Section 3.1, Section 6, and Section 105.12 of the Design-Build Best Value General Conditions. The Proposal shall include plans, graphical representations, a preliminary schedule, and narrative descriptions as necessary to enable the Department to understand and evaluate the Proposer's approach to this category.

3.2.3.1 Proposal Submittal Requirements

Prepare and submit the information identified below as part of the Technical Proposal for each project site, as applicable.

1. Provide the following preliminary plans and details, as applicable:

    a. Preliminary plans showing project phasing, onsite detour routes, signing concept, and pedestrian access for each major phase.

b. Provide details identifying items requiring relocation, replacement, or protection in place such as, guardrail, concrete barrier, utilities, ancillary structures, and roadway shoulders impacted by construction operations and phasing.

c. Any additional plans, details, or graphics the Proposer feels is necessary to convey its Traffic Management Plan and Project construction sequencing.

2. A Traffic Management Plan narrative describing:

a. Measures to ensure the safe and efficient construction of the Project.

b. The location and length of any lane, ramp, and road closures including anticipated durations and signaling required.

c. The approach to designing and constructing the median diversion and maintaining traffic on I-95 and Stillwater Avenue.

d. Detours that will be used during construction, including anticipated durations.

e. Improvements required for use of the Valley Avenue detour to enhance safety and visibility, such as proposed signs, traffic signals, necessary clearing, utility relocation, and adjustments for turning movements.

f. Additional offsite improvements, if required.

g. The approach to maintaining pedestrian and emergency access through the Stillwater Avenue project site, as well as access to local businesses and residents.

h. The approach and commitment to incident management during construction.

3. A Project Sequencing narrative describing:

a. The order of demolition and construction at each project site and the anticipated durations of each phase.

b. The elements removed, relocated, and constructed in each phase.

c. The approach to temporary drainage.

d. How the Project sequencing relates to, and incorporates, the Traffic Management Plan.

e. How utility relocation will be phased with construction to minimize impacts on the traveling public and general populace. The narrative should also

identify all affected utilities, assess the potential impact on each, and propose strategies to minimize disruptions to both the Project and utility services.

f. The approach to reducing the number of construction phases and their associated durations.

4. Preliminary Schedule for the Project, including design, project sequencing, and maintenance of traffic. The schedule should be encompassing of all project required activities (both by the Proposer and the Department) including public involvement activities, utility relocations, Right-of-Way mapping, estimated durations for the Department's appraisals and acquisitions, and environmental permitting and/or permit modifications.

   a. Note, that if accepted, the proposed schedule milestones will form the basis for the Project schedule required under Section 107.4 – Scheduling of Work of the Design-Build Best Value General Conditions.

5. Describe any approved ATCs that have been incorporated into the Proposal relating to this category.

6. Describe any enhancements incorporated into the Proposal that exceed the requirements identified in the RFP for this category.

3.2.3.2 Evaluation Criteria

This category will be evaluated and scored based on the quality of the following items. Superior scores will be awarded to Proposals that exceed the minimum requirements in the RFP for this category and/or provide additional items of positive value that were not required in the RFP.

1. The Proposal demonstrates that the Proposer has considered and included concepts to:

2. Avoid or minimize lane, ramp, and road closures and their respective durations.

3. Avoid or minimize interstate traffic impacts during construction and removal of temporary median diversions.

4. Minimize impacts to and maintain access for pedestrian, residential, and business areas.

5. Show efficient project phasing and scheduling that will reduce the overall project duration.

6. The Proposal demonstrates that the Proposer has prioritized the safety of the traveling public, pedestrians, and construction personnel in its approach to maintenance of traffic and project sequencing.

7. The Proposal identifies areas of opportunity to reduce the Project schedule during construction.

8. The Proposal identifies potential concerns related to the schedule, maintenance of traffic, and project phasing, and outlines mitigation and avoidance measures to be implemented during design and construction.

9. The Proposal provides additional enhancements that exceed the requirements identified in the RFP or were not required by the RFP.

3.2.4 Project Management and Coordination Plan (10 points)

Through this scoring item, the Department will evaluate the effectiveness of the Proposer's project management approach, commitment to delivering a high-quality Project, and efforts to keep stakeholders informed of the Project's progress. The Proposal shall include narrative descriptions and graphical representations as necessary to enable the Department to understand and evaluate the Proposer's approach to this category.

3.2.4.1 Proposal Submittal Requirements

Provide the following describing the Proposer's approach to project management and coordination:

1. Provide brief narrative outlining the overall approach to project management. At a minimum, the narrative shall address the following:

    a. The Design and Construction Organization Chart for the Project, showing key positions, their locations, time allocation to the project, and relationships with subcontractors.

    b. The approach to managing the scope, schedule, and budget for the Project.

    c. The proposed document management system to track RFIs, submittals, and handling change orders,

    d. How the partnering process will resolve disputes between the Department and Design-Builder, third parties, and among the Design-Builder's team.

2. Provide a brief narrative describing the overall approach to third party coordination. At a minimum, the narrative shall address the following:

    a. The approach to coordinating with the City of Bangor and adjacent constructions projects, including descriptions of how these were considered in design, the Traffic Management Plan, utility relocation, and project phasing,

    b. Describe the approach to minimizing schedule impacts caused by third party coordination issues, particularly those involving the utilities, demolition of the

existing bridges, and adjacent construction projects.

3. Provide an outline of the proposed Design Quality Management Plan (DQMP) that meets or exceeds the requirements of Section 106 of the Design-Build General Conditions. The plan should address:

    a. Communication and coordination between the Design-Builder's staff and the Department on project quality, including submittal/RFI formats and Department response timelines.

    b. Frequency and methods of design review including requirements for releasing design documents for construction and the process for reviewing and addressing field changes to maintain original design intent.

    c. Coordination to prevent conflicts or omissions between plans and specifications, and management of document review, approval, and revision.

4. Provide an outline of the proposed Construction Quality Management Plan (CQMP) that meets or exceeds the requirements of Section 106 of the Design-Build Best Value General Conditions. The plan should address:

    a. Communication and coordination with the Department on project quality, including inspections, sampling, testing, and documentation of all work, including that of subcontractors and suppliers

    b. Integration of design and construction personnel to ensure quality.

    c. Environmental compliance, corporate involvement, and prevention and corrective actions for non-conforming work.

    d. Inspections and callbacks during the warranty period.

5. Describe the approach to integrating and coordinating design and construction efforts, including grouping design elements into construction packages for orderly Project progression.

6. Provide documentation of Department approved Key Personnel changes relating to this category.

7. Provide a brief narrative describing the overall approach to public information and outreach efforts. At a minimum, the narrative shall address the following:

    a. Identification of key stakeholders and strategies to ensure proactive, accurate, and timely communication to relevant audiences.

b. Description of communication specialists or agencies used to engage the traveling public, municipal officials, first responders, local residents, and businesses during both the design and construction phases

c. Approach to responding to public inquiries in a timely and personable manner, and coordinating with the Department on media responses.

8. Describe any approved ATCs that have been incorporated into the Proposal relating to this category.

9. Describe any enhancements incorporated into the Proposal that exceed the requirements identified in the RFP for this category.

3.2.4.2 Evaluation Criteria

This category will be evaluated and scored based on the quality of the following items. Superior scores will be awarded to Proposals that exceed the minimum requirements in the RFP for this category and/or provide additional items of positive value that were not required in the RFP.

1. The Proposal demonstrates the Proposer's expertise and commitment to delivering a cost-effective, high-quality Project that meets the Department's goals.

2. The Proposal ensures the Department stays informed on issues affecting project scope, schedule, and budget, while demonstrating effective collaboration and coordination between design, construction, adjacent project, and Department personnel.

3. The Proposal emphasizes partnering, empowers decision-making at the appropriate levels, and outlines measures to manage and minimize third-party risks.

4. The Proposal presents a coordinated plan for civil/structural activities, utilities, Right-of-Way, traffic maintenance, third-party liaison, and public safety throughout the construction operation.

5. The Proposal demonstrates well-defined and effective Quality Management Plans for design and construction.

6. The Proposal demonstrates methods that will effectively and efficiently notify the public of Project operations, progression, and changes.

7. The Proposal demonstrates flexibility to quickly adapt to the changing needs of the Project and community, and ingenuity in engaging the public's interest and support.

8. The Proposal provides enhancements that exceed the requirements identified in the RFP or were not required by the RFP.

4. SCOPE OF DESIGN-BUILD WORK/PROJECT DESCRIPTION

4.1 Project Description

The Bangor Bridge Replacements Project (the Project) includes the design and construction of two (2) full replacement bridges carrying Interstate 95 Northbound and Southbound over Stillwater Avenue, and one (1) full replacement bridge carrying Kenduskeag Avenue over Interstate 95 located in Bangor, Maine between Exit 184 and Exit 186. The Project consists of two site locations referred to as the Stillwater Avenue site and the Kenduskeag Avenue site.

In addition to the proposed bridge design and construction, the Project includes the following:

1. I-95 over Stillwater Avenue:

    a. Removal of two (2) existing bridges.

    b. Construction of approach roadway work at each of the bridges and/or beneath the bridges.

    c. Widening of I-95 adjacent to the bridges to improve acceleration/deceleration lanes.

    d. Construction of ramps to tie into approaches.

    e. Construction and removal of a temporary roadway diversion in the median of I-95.

    f. Widening of Stillwater Avenue to include a center turn lane and accommodate a future sidewalk.

2. Kenduskeag Avenue over I-95:

    a. Removal of one (1) existing bridge.

    b. Construction of approach roadway work.

c. Construction of a sidewalk on the bridge and within the approaches.

4.2 Project Scope

There is no additional scope of work anticipated beyond that specified in Subsection 105.1.1 - Project Scope of the Design-Build Best Value General Conditions.

4.2.1 Anticipated Design Services

There are no additional design services anticipated beyond that specified in Subsection 105.1.1.1 - Anticipated Design Services of the Design-Build Best Value General Conditions.

4.2.2 Anticipated Right-of-Way Services

There are no additional Right-of-Way services anticipated beyond that specified in Subsection 105.1.1.2 - Anticipated Right-of-Way Services of the Design-Build Best Value General Conditions.

4.2.3 Utility and Other Third Party Coordination

In addition to the utility or other third party coordination Subsection 105.1.1.3 - Utility and Other Third Party Coordination of the Design-Build Best Value General Conditions, the Design-Builder shall review design plans, coordinate, and monitor adjacent work of any entity performing or proposing work on or adjacent to the Project and shall make the Department aware of any impacts such work would have on the project. This includes, but is not limited to, coordination of work zones and traffic control, ramp/road closures, signal adjustments, detour routes, and public outreach. Known adjacent projects occurring during procurement or the Contract duration are listed below. The Design-Builder shall be responsible for identifying additional adjacent projects not listed.

- WIN 022276.01 – Broadway Interchange Bridge
- WIN 021663.00 – Broadway Intersection and Ramp Improvements
- WIN 027484.00 – Traffic Signal Replacements along Stillwater
- WIN 027074.00 – Bulls Eye Bridge over The Kenduskeag Stream
- WIN 026354.00 – Intersection Signal Improvements at Kenduskeag Avenue/Griffin Road
- WIN 018769.24 – Interstate Polyurea Striping
- City of Bangor, Ohio Street, Birch Stream Bridge Replacement
- WIN 018595.11 Diverging Diamond Interchange Exit 187

4.2.4 Anticipated Construction Services

There are no additional construction services anticipated beyond that specified in Subsection 105.1.1.4 - Anticipated Construction Services of the Design-Build Best Value General Conditions.

4.2.5 Anticipated Environmental Services

There are no additional environmental services anticipated beyond those specified in Subsection 105.1.1.5 - Anticipated Environmental Services and those specified in this RFP.

5. INFORMATION SUPPLIED TO THE PROPOSER

5.1 Information Supplied

The Department has established a Project website to convey information related to the Project. The documents posted on the website shall have the same force and effect as if included as a direct attachment within this RFP document.

5.1.1 Plans

Proposers may download electronic files containing the following information in MaineDOT OpenRoads and PDF format from the Project website.

1. Survey plans.
2. Existing Right-of-Way plans.
3. Aerial view files.
4. Existing plans for the interstate and existing bridges.
5. Wetland delineation.

5.1.2 Reports

Several reports and other correspondence regarding this Project are included on the Project website for informational purposes. Reports included are:

1. Two (2) Preliminary Geotechnical Data Reports (PGDRs)
2. Existing Conditions/Inspection Reports/Photos for the existing bridges;
3. Traffic Data;
4. Accident Data; and
5. Preliminary Public Meeting and Compiled Public Comments.

5.1.3 Geotechnical Data

Proposers are responsible for reviewing and analyzing the two (2) Preliminary Geotechnical Data Reports (PGDRs). The PGDRs are available for download at the Project website https://www.maine.gov/mdot/design-build/bangor/. Rock cores that were not submitted for laboratory testing are available for viewing by interested Proposers upon request. Arrangements for viewing the rock cores at the Bangor MTEX should be made through the Department's Contract Representative. The Proposer shall allow five Days between their request and scheduled view time to allow for sample transport and viewing access.

Interpretation and interpolation of site conditions between boring locations and between samples shall be at the sole risk of the Proposer.

5.1.4 Environmental Approvals

The Department will deliver the following environmental approvals prior to construction (Spring 2025) based on the Project Design Requirements listed in Section 6 and the Environmental Requirements listed in Section 7:

1. NEPA Categorical Exclusion Certification;

6. PROJECT DESIGN REQUIREMENTS

In addition to the requirements identified in Subsection 105.12 of the Design-Build Best Value General Conditions, the Design-Builder shall meet the requirements of this Section.

6.1 Highway Design

In addition to the requirements identified in Section 3, the Design-Builder shall meet the following requirements of this Section.

6.1.1 Highway Design Criteria

1. The Design-Builder shall define all relevant design criteria for the horizontal and vertical alignments in the Technical Proposal. These criteria shall meet or exceed the lane and shoulder widths specified in Section 3, which shall be carried through the approaches and transitioned into the existing roadway cross section at each end of the Project.

2. The new bridges shall not be located within a sag vertical curve.

3. The I-95 highway approaches to the new bridges shall consist of two (2) twelve-foot (12') travel lanes, one (1) twelve-foot (12') acceleration/deceleration lane (as required to meet AASHTO specifications), one (1) four-foot (4') inside shoulder and one (1) ten-foot (10') outside shoulder transitioning into existing widths.

4. The Kenduskeag Avenue approaches to the new bridges shall have a minimum paved width of thirty feet (30'), consisting of two (2) eleven-foot (11') travel lanes and two (2) four-foot (4') shoulders, plus one (1) six-foot (6'-0") sidewalk, measured from face of curb on the north side of Kenduskeag Avenue, terminating at the limits of full depth construction or beyond the limits of the transition rails, whichever is greater.

6.1.2 Pavement Design

1. Interstate 95 shall be constructed with 8" HMA, with the top 3" having an approved Hamburg wheel tracker design, over 22" of Aggregate Base Course – Type C, and any fill material needed below subgrade shall be granular borrow. This will be required of the Design-Builder on all sections of the Interstate that are rebuilt, re-aligned as well as any fully constructed bridge approaches.

2. The Exit 186 ramps shall be constructed with 6" HMA over 24" ASCG.

3. Sections of the interstate, ramps, and roadways where pavement is affected by temporary striping removal, damage from temporary barrier, rumble strip removal/filling, temporary pavement, or other means shall be milled and overlaid with a minimum of 1 ½" of HMA. The mill and overlay shall extend the full roadway and shoulder widths and from one end of the project limits to the opposite end, encompassing of all pavement damage.

4. Rumble strips shall be installed along the median shoulder and outside shoulder along Interstate 95 in accordance with MaineDOT standard specifications and details at locations where new pavement is placed and locations where existing rumble strips have been removed/filled in.

5. Stillwater Avenue shall be constructed with 5" HMA over 25" ASCG and any fill material required below subgrade shall be granular borrow.

6. Kenduskeag Avenue shall be constructed with 4" HMA over 26" ASCG and any fill material required below subgrade shall be granular borrow.

7. Final asphalt thickness on any roadway shall not be thicker than 3" greater than the asphalt thickness noted in this section. Full depth construction shall extend sufficiently along the length of road to meet this requirement.

6.1.3 Highway Design Features

6.1.3.1 Exit 186 Ramps

1. The Exit 186 SB On Ramp entrance to I-95 shall be designed to meet or exceed the minimum acceleration lengths as specified in AASHTO.

2. The Exit 186 NB Off Ramp exit from I-95 shall be designed to meet or exceed the minimum deceleration length as specified in AASHTO

6.2 Traffic Engineering

6.2.1 Traffic Management Plan

The Design-Builder is responsible for implementing traffic control plans and detour plans in the Proposer's Technical Proposal. The lane and road closures described below shall not occur on Holidays or Holiday weekends. Sunday work for non-Holiday weekend closures is permissible. The Traffic Management Plan shall meet the requirements of Subsection 105.12.7.1 of the Design-Build Best Value General Conditions and the following:

1. Interstate 95 Traffic Management:

    a. Two (2) twelve-foot (12') minimum paved lanes and two (2) two-foot (2') minimum paved shoulders in both directions shall be maintained at all times during construction, except as otherwise noted.

    b. Single lane closures in either direction of Interstate 95 are permitted nightly, without penalty, between 7:00 PM and 7:00 AM.

    c. Full closures of Interstate 95 are permitted without penalty between 12:00 AM and 4:00 AM for 25 minutes maximum for construction activities that cannot be performed over or alongside live traffic, such as beam setting, shielding installation/removal, demolition, and other construction activities approved by the Resident. Before the roadway is reopened, all materials and equipment shall be secured or cleared from the site and the roadway shall be cleaned as approved by the Resident. At the end of the closure period, traffic shall be allowed to clear completely before another closure period is allowed to begin, as determined by the Resident. The following temporary detours may be used for closures of I-95:

        I-95 over Stillwater Ave:

            i. I-95 NB traffic: Exit 185 - Broadway - State Street - Hogan Road - Interchange 187 I-95 NB on-ramp.

            ii. I-95 SB traffic: Exit 187 - Hogan Road - State Street - Broadway - Interchange 185 I-95 SB on-ramp.

        I-95 under Kenduskeag Avenue:

            i. I-95 NB traffic: Exit 184 - Union Street - Hammond Street - State Street - Broadway - Interchange 185 I-95 NB on-ramp.

ii. I-95 SB traffic: Exit 185 - Broadway – Griffin Road - Ohio Street - Interchange 184 I-95 SB on-ramp.

2. Exit 186 Traffic Management:

   a. The on/off ramps at Exit 186 shall remain open at all times with one, twelve-foot (12') minimum paved lane and two (2) two-foot (2') minimum paved shoulders, except as otherwise noted.

   b. Full closures of the Exit 186 NB Off Ramp and Exit 186 SB On Ramp are permitted without penalty for a "Weekend Closure" between 8:00 PM Friday through 4:00 AM Monday for specific construction activities such as construction and removal of temporary ramp alignment. The project allows a maximum of three (3) closure events for each ramp.

   c. The Design-Builder shall warn motorists of the impending ramp closures and direct traffic to the I-95, Exit 187 interchange.

   d. The Exit 186 NB Off Ramp and Exit 186 SB On Ramp shall not be closed at the same time.

   e. The Exit 186 Ramps and Exit 187 Ramps of the DDI project (by Others, WIN 018595.11) shall not be closed at the same time (See section 4.2.3 on third party coordination).

3. Temporary Roadway Diversions:

   a. Temporary Roadway Diversions along the interstate shall be designed for 50 mph, minimum.

   b. An acceleration/deceleration lane for the Exit 186 SB On Ramp and Exit 186 NB Off Ramp shall be provided along any temporary diversions and shall meet minimum lengths per AASHTO requirements for the active design speeds within the temporary diversion.

   c. During the construction, reconfiguration, and removal of the temporary roadway diversion, construction vehicles are prohibited from exiting or merging with interstate traffic between the hours of 7:00 AM and 7:00PM.

   d. Dedicated acceleration and deceleration lanes shall be constructed if I-95 is used for construction vehicle access during daytime hours to the temporary roadway diversion, as to not impact traffic in the left-lane of the Interstate. All construction traffic entering and exiting the median from the interstate shall occur at speeds within 10-mph of the posted speed limit.

e. It is permissible to use Stillwater Avenue for construction vehicle access to the temporary roadway diversion. All entrance/exiting shall occur under flagger supervision and with Resident approval. Temporary traffic stoppage in a single lane of Stillwater Avenue traffic will be allowed for 2 minutes maximum. At the end of the temporary traffic stoppage period, traffic shall be allowed to clear completely and a minimum of 10 minutes elapse before another temporary stoppage is allowed to begin, as determined by the Resident

f. For temporary roadway diversions, the sideslopes shall be 4H:1V or flatter when roadside barriers are not used.

4. Stillwater Avenue traffic Management:

a. Two (2) twelve-foot (12') minimum paved lanes and two (2) one-foot (1') minimum paved shoulders in both directions plus a single five-foot (5') minimum clear sidewalk shall be maintained at all times during construction, except as otherwise noted.

b. Full closures of vehicular traffic along Stillwater Avenue are permitted nightly, without penalty, between 10:00 PM and 5:00 AM for specific construction activities that cannot be performed over or alongside live traffic, such as beam setting, shielding installation/removal, demolition, utility relocation, and other construction activities approved by the Resident. Before the roadway is reopened, all materials and equipment shall be secured or cleared from the site and the roadway shall be cleaned as approved by the Resident. The project allows a maximum of twenty four (24) night closures, with no more than three (3) consecutive night closures occurring within the same seven (7) Calendar Day period. The Design-Builder shall propose the corresponding detour route, using only State Highway and State Aid roadways.

c. Single lane closures with alternating one-way traffic controlled with flaggers or temporary signals are permitted nightly, without penalty, between 9:00 PM and 7:00 AM as approved by the Resident.

d. Pedestrian access through the site, along Stillwater Avenue, and the pedestrian path connecting Stillwater Avenue to Sylvan Road shall remain open at all times, inclusive of any closures of vehicular traffic. Pedestrian access through the site may be stopped for a maximum duration of 15 minutes to ensure safety, with approval of the Resident.

e. Access to businesses within the project limits shall be maintained at all times without exception.

5. Kenduskeag Avenue Traffic Management:

a. Full closure of Kenduskeag Avenue over I-95 is allowed without penalty for a duration of two-hundred fifty (250) consecutive Calendar days, inclusive of Holidays and Holiday weekends.

b. Unless otherwise approved by the Department, the closure period of Kenduskeag Avenue for the replacement of the Kenduskeag Avenue Bridge shall not commence prior to January 1, 2026.

c. The bridge will be considered Substantially Complete when the sidewalk and two lanes are open to traffic and the following items are complete, in place, inspected, and accepted: bridge sidewalk, bridge rail and bridge rail transitions, approach and bridge base pavement, approach sidewalk, and approach guardrail.

d. Before and after the bridge closure, and during daylight working hours only, alternating one-way traffic using flaggers will be allowed for specific work activities as approved by the Resident.

e. The temporary detour shall use Harlow Street – Valley Avenue – 14th Street – Ohio Street – Griffin Road.

f. The detour intersections shall be upgraded, as necessary, to allow a BUS-40 design vehicle to make all turns with encroachment. Although not signed as part of the official detour route, the Design-Builder shall make improvements at the ends of Bruce Road, such as clearing within the right of way and temporary signs of beacons, to improve sight distance and safety.

g. Vehicular access to residences and private utility corridors within the project limits shall be maintained at all times without exception.

h. If a shorter closure duration is identified in the Proposal and accepted by the Department, then the shorter closure duration shall become the baseline duration and shall be incorporated into the Design-Build Contract Agreement.

6. All lane restrictions, road closures, and temporary closures to pedestrian facilities shall be coordinated with the City of Bangor prior to implementation as defined in Subsection 104.4.10 of the Design-Build Best Value General Conditions. All coordination with and notifications sent to the City of Bangor shall, at a minimum, be sent to the following email addresses.

   a. city.manager@bangormaine.gov

   b. engineering@bangormaine.gov

6.2.2 Signs: Guide, Warning, and Regulatory

No additional signage other than that specified in Subsection 105.12.7.2 of the Design-Build Best Value General Conditions is required.

6.2.3 Pavement Markings

Recessed Polyurea markings are required on Interstate 95. No additional pavement markings other than that specified in Subsection 105.12.7.3 of the Design-Build Best Value General Conditions is required.

6.2.4 Traffic Signals

No permanent traffic signals are required for this Project.

6.2.5 Traffic Studies

No traffic studies are required of this project.

6.2.6 Lighting

The lighting design shall be completed by a licensed professional engineer and in accordance with MaineDOT and AASHTO policies, as well as 23 MRSA §708. All luminaires shall be LED fixtured in accordance with Standard Specifications Section 634.

1. Interstate 95 over Stillwater Avenue:

    a. All impacted ramp and mainline lighting shall be replaced, and supplemented as necessary, to meet current MaineDOT and AASHTO lighting design requirements.

2. Stillwater Avenue:

    a. Sidewalk lighting shall be provided along the Stillwater Avenue sidewalk beneath the bridges and within the project limits.

    b. The lighting shall be designed to provide even and uniform light distribution without hot or dark spots.

    c. Lighting shall be connected to the existing Stillwater Avenue street lighting circuits.

3. Kenduskeag Avenue over Interstate 95:

    a. The Design-builder shall replace any existing lighting that it is affected by the Proposer’s design along Kenduskeag Ave.

b. All impacted lighting shall be replaced, and supplemented as necessary, in accordance with MaineDOT and AASHTO requirements.

6.3 Geotechnical Design and Construction

6.3.1 Additional Design Criteria

In addition to the requirements identified in Subsections 105.12.8, 105.12.9 and 105.12.10 of the Design-Build Best Value General Conditions, project bridge foundations, retaining walls, slopes, embankments, instrumentation programs, and soil modification shall be designed in accordance with AASHTO LRFD Design Specifications, FHWA Geotechnical Engineering Circulars and the FWHA Design and Construction of Driven Pile Foundations.

6.3.2 Preliminary Geotechnical Investigations by Department

It is the intent of this Section to convey known and available information regarding the subsurface conditions within the proposed construction corridor of the Project.

The Department has completed two (2) Preliminary Geotechnical Data Reports (PGDRs) for the Project. This preliminary investigation included fourteen (14) borings as follows:

1. Stillwater Avenue project site:

    a. Seven (7) borings behind the existing bridge abutments in the I-95 shoulder. Three (3) for the I-95 NB bridge and four (4) for the I-95 SB bridge.

    b. Two (2) borings on Stillwater Avenue adjacent to I-95 southbound.

    c. Four (4) borings on Stillwater Avenue adjacent to I-95 northbound.

2. Kenduskeag Avenue project site:

    a. Two (2) borings immediately behind the existing bridge abutments in the Kenduskeag Avenue shoulder.

    b. One (1) boring on I-95 southbound in the median shoulder adjacent to the pier.

Soil samples and rock cores were collected in each boring. Rock cores which were not subjected to laboratory testing are available for viewing through the Contract Representative, as noted in Section 5. The boring location plan, boring logs, photographs of the rock core, and the results of the laboratory soil and rock testing are summarized in the PGDRs.

6.3.3 Supplemental Boring Program

A Supplemental Boring Program will not be conducted by the Department for this Project.

6.3.4 Final Geotechnical Explorations

Final geotechnical explorations for the Project, if necessary, shall be conducted by the Design-Builder in accordance with Subsection 105.12.8.2 – Final Geotechnical Information of the Design-Build Best Value General Conditions. The Design-Builder must receive permission from property owners before any additional geotechnical explorations occur on property not in the highway right-of-way.

6.3.5 Geotechnical Instrumentation Programs

A geotechnical instrumentation program in accordance with Subsection 105.12.8.4 of the Design Build Best Value General Conditions will be required for this Project if embankments, preloads, or surcharges over compressible soil results in time-dependent consolidation settlement or slope instability, or if embankments or construction activities are expected to impact the existing bridge substructures and approach embankments.

Where necessary, lightweight fill shall be expanded lightweight shale, lightweight foam concrete fill, or foamed glass aggregate lightweight fill. Soil modification in accordance with current AASHTO and FHWA standards will be permitted. Preloads shall be designed in accordance with Subsections 105.12.8.4 and 105.12.8.5 of the Design-Build Best Value General Conditions.

6.3.6 Slopes and Riprap Protection

Side slopes for roadway sections with guardrail shall be 2H:1V or flatter, unless the Proposer can demonstrate necessity for steeper slopes.

New and/or modified slopes in front of abutments and wingwalls shall be 1.75H:1V or flatter and shall be protected with riprap or concrete slope protection.

6.4 Bridge Design and Construction

In addition to the requirements identified in Subsection 105.12.9 of the Design-Build Best Value General Conditions and Section 3, the Design-Builder shall meet the following requirements:

6.4.1 General

1. The new bridges shall be designed to meet or exceed the minimum seventy-five (75) year design/service life in accordance with AASHTO LRFD, to meet the Department's primary goals specified in Section 1.3, and detailed to promote a safe, durable, and low maintenance bridge with a goal of reaching a 100-year service life

2. The Modified Strength 1 limit state, as specified in the MaineDOT BDG Section 3.2, shall be used for design.

3. All fatigue details shall be designed for infinite fatigue life in accordance with AASHTO LFRD.

4. Live load deflections shall be limited to the following per AASHTO LRFD:

    a. L/800 for I-95 bridges over Stillwater Avenue

    b. L/1000 for Kenduskeag Avenue over I-95

    Note: Deflection calculations shall not consider stiffness contributions from sidewalks, curbs, railings, or other appurtenances.

5. Vertical clearances during construction shall not be less than the existing vertical clearance.

6. Low-Carbon Chromium and/or GFRP reinforcing is required in all locations, except:

    a. Footings

    b. Buried approach slabs

7. Reinforcing steel shall have a minimum concrete clear cover of 2-inches except as noted:

    a. 1.5 inches to stirrups in precast concrete superstructure beams

    b. 1.5 inches in bottom of decks

    c. 3 inches for cast-in-place footings

8. A Class 2 exposure condition shall be used for crack widths in concrete design.

9. Protective coating for concrete surfaces shall be applied to the following areas:

    a. All exposed surfaces of concrete curbs and sidwalks,

    b. Fascias down to the drip notch,

c. All exposed surfaces of concrete bridge rails and median barrier,

d. All exposed surfaces of new abutments, piers and wingwalls to one foot below finished grade.

10. If the Design-Builder's Proposal includes structural materials or elements for which there are no design, fabrication, and/or construction requirements found in AASHTO design and/or construction standards, then the Design-Builder shall submit appropriate documentation approved by the proprietor, designer, etc. for the design, fabrication, and construction requirements to the Department.

6.4.2 Superstructure

1. Main load-carrying members supporting the bridge deck shall be either structural steel or precast, prestressed concrete.

2. The minimum number of girders in sections shall be five (5).

3. Bridge superstructures shall be limited to:

   a. Metalized steel girders

   b. Hot-dip galvanized steel girders

   c. Precast, prestressed concrete girders

4. Steel girder superstructures shall include drip bars

5. Permanent bearing devices shall be limited to:

   a. Reinforced elastomeric bearings

   b. Disc bearings

6. Bridge decks shall <u>not</u> incorporate the following:

   a. Longitudinal deck construction joints

7. Bridge decks shall utilize a 3-inches bituminous wearing surface with a ¼-inch (nominal) high-performance waterproofing membrane.

8. All decks on the new bridges shall be full-depth cast-in-place concrete.

9. All bridge drains shall be FRP drains.

10. Bridge rail systems shall be:

    a. For I-95 over Stillwater Avenue: Either MaineDOT steel 3-bar, including steel approach rail, or another MASH TL-4 railing or concrete barrier including approach transitions.

    b. For Kenduskeag Avenue over I-95: MaineDOT steel 3-bar railing on the non-sidewalk side of the bridge and steel 4-bar on the sidewalk, including steel approach railings.

    c. Snow fencing shall be used along sections of railing that pass over roadways, to a distance 10-ft beyond the edge of pavement or sidewalk.

6.4.3 Substructure

1. Abutment foundations shall not be supported on fill behind retaining walls of any type.

2. A two-foot and six-inch (2'-6") maintenance shelf shall be placed at the face of each abutment a minimum two-feet (2'-0") below the girders.

3. Substructures within the clear zone shall be designed for vehicular collision in accordance with AASHTO LRFD Bridge Specifications.

4. At Kenduskeag Ave. over I-95, the existing median guardrail, thrie-beam, and first length of concrete transition barrier either side of the median pier shall be replaced with MASH TL-5 compliant single-slope concrete barrier.

6.4.4 Demolition of Existing Bridges

The existing bridges shall be removed to two feet (2') minimum below the finish grade. If any part of an existing bridge is located within proposed pavement limits, then the existing bridge shall be removed to four feet (4') below subgrade.

All aluminum bridge rails that are deemed to be in satisfactory condition by the Department are to be retained by the Department and shall be delivered, by the Design-Builder, to 991 Fuller Road, Carmel, ME 04419. The Design-Builder shall provide a minimum three (3) day notice to the Department of the delivery.

The steel portions of the existing bridges may be coated with a lead-based paint system and therefore, shall be handled in accordance with Section 105.12.9.5 Design-Build Best Value General Conditions.

6.4.5 Construction

There are no U.S. Coast Guard (USCG) or Federal Aviation Administration (FAA) requirements for this Project.

6.5 Retaining Walls

All retaining walls included in this Project shall meet the requirements of Subsection 105.12.10 of the Design-Build Best Value General Conditions.

6.6 Drainage

All drainage included in this Project shall meet the requirements of Subsection 105.12.11 of the Design-Build Best Value General Conditions.

1. Any Interstate culverts that need to be replaced or modified due to the design shall be in accordance with the MaineDOT Highway Program website (https://www.maine.gov/mdot/engineering/highway/).

6.7 Survey

All survey included in this Project shall meet the requirements of Subsection 105.12.12 of the Design-Build General Conditions.

6.8 Special Detours

The temporary roadway diversions are Special Detours and shall be in conformance with Section 510 of the Standard Specifications. All temporary structures required shall be designed in accordance with AASHTO LRFD specifications and the MaineDOT BDG.

6.8.1 Additional Design and Performance Criteria

In addition to the requirements identified in Subsection 105.4 of the Design-Build Best Value General Conditions and Section 3, Special Detours included in this Project shall meet the following requirements:

1. A median barrier system shall be used if the median between the northbound and southbound Interstate 95 barrels becomes less than fifty feet (50') in width (Measured between inside edge of travel way to inside edge of travel way), either permanently or temporarily.

2. Temporary Interstate and ramp alignments shall be constructed with 4" HMA over 24" ASCG type D.

3. For existing recessed polyurea striping, use black tape to black it out. Grind all other conflicting pavement markings.

4. Existing rumble strips must be filled and reestablished. Mill and overlay within the limits of work at each bridge site.

5. Provide sequential lighting, barrel mounted, into and out of any temporary Interstate curved roadway alignments.

6. The Design-Builder's submitted design computations and plans shall demonstrate that the temporary structure and approaches achieve acceptable minimum factors of safety for slope stability. Minimum factor of safety shall be 1.3 for approach embankment slopes and 1.5 for embankment slopes that contain or support an abutment.

7. Temporary fill shall meet the requirements of Section 203 – Excavation and Embankment of the Standard Specifications.

8. Timber decking material is not allowed.

9. The maximum allowable settlement of the Special Detour pavement is 2 inches (2") within 300 feet (300') of abutment backwalls.

6.8.2 Temporary Drainage

Temporary drainage elements shall be designed to convey the 10-year design storm. The design of the temporary roadway diversion shall maintain existing stormwater patterns and shall not result in ponding of stormwater on pavement surfaces or within the Interstate median.

6.8.3 Detour Maintenance Plan

The Design-Builder shall prepare a Detour Maintenance Plan. The Plan shall include the following:

1. Detour Inspection Plan indicating the procedures, frequency, and assigned personnel for performing inspections. Include detour inspection log format.

2. Detour Maintenance Plan describing corrective actions if deficiencies are identified during the inspection (e.g. asphalt pavement cracking, shoulder sloughing, guardrail damage, slope deterioration).

3. Emergency Traffic Control Contingency Plan in the event that a detour repair is necessary.

7. ENVIRONMENTAL

7.1 Environmental Compliance and Mitigation

The Design-Builder shall comply with the requirements of Section 105.8 of the Design-Build Best Value General Conditions, except for project specific requirements provided in this Section.

7.2 Section 106 of the National Historic Preservation Act of 1966 Requirements

The Department reviewed both project areas pursuant to Section 106 and consultation is complete. If the Design-Builder's Proposal includes work outside the limits outlined below, additional Section 106 consultation may be required.

1. I-95 Bridges over Stillwater Avenue**.** The Department determined that the proposed project meets the criteria of its Programmatic Agreement with FHWA and MHPC pursuant to Section 106 provided that no work is proposed outside of the existing Right-of-Way.

2. Kenduskeag Avenue Bridge over I-95. Due to the presence of properties that are 45+ years or older in the project area, the Department conducted an architectural survey of the structures at 339 and 330 Kenduskeag Avenue and determined that no properties are eligible for listing or listed in the National Register of Historic Places. Additionally, the proposed project meets the Programmatic Agreement exemption with FHWA and MHPC for archaeology. The Department determined that the Kenduskeag Avenue Bridge would result in an overall finding of no effect under Section 106. MHPC concurred on July 7, 2024.

7.3 Stormwater Management Requirements

The Department does not anticipate any Separate Stormwater Sewer Systems MS4 or Chapter 500 Stormwater Management permit requirements for this project. Both the Kenduskeag Bridge and the Stillwater Bridges are within urbanized areas subject to the General Permit for the Discharge of Stormwater from Maine Department of Transportation and Maine Turnpike Authority Municipal Separate Storm Sewer Systems (MS4). In addition, at each location the Project limits include areas within Urban Impaired Stream watersheds. The Stillwater Bridges are considered separately from the Kenduskeag Bridge for stormwater purposes.

Based on the estimated Project limits, the Department has estimated Disturbed Area, Routine Maintenance Area, and New Impervious area expected from the Project to determine MS4 permit design requirements using the following definitions:

Disturbed Area means all land areas that are stripped, graded, grubbed, filled or excavated at any time during the site preparation or removing vegetation for, or construction of, a project. Cutting of trees, without grubbing, stump removal, disturbance or exposure of soil is not considered "disturbed area". "Disturbed area" does not include routine maintenance but does include

redevelopment and new impervious areas. “Routine maintenance” is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Paving impervious gravel surfaces provided that an applicant or permittee can prove the original line and grade, and hydraulic capacity will be maintained, and original purpose of the facility remains the same is considered routine maintenance.
Maintenance means an activity undertaken to maintain operating condition, original line and grade, hydraulic capacity, and original purpose of the project. Paving an impervious gravel surface at original line, grade and hydraulic capacity is considered maintenance. Replacement of a building is not considered maintenance of the building.

The Department estimates are provided in Table 1 Based on the estimates, no stormwater post-construction treatment measures are required. The Design-Builder shall submit final calculations with the Proposal.

TABLE 1 – DEPARTMENT ESTIMATED AREAS

	Disturbed Area	**Maintenance Area**	**New Impervious not in Urban Impaired Stream (UIS) Area**	**New Impervious (UIS) Area**
Stillwater Bridges WIN 27176.00	4.8 acres	2.3 acres	26,456 SF	146 SF
Kenduskeag Bridge WIN 26095.00	0.4 acres	0.7 acres	2,004 SF	1,587 SF

If the Design-Builder’s Proposal exceeds the area estimates listed in Table 1, additional design and treatment measures may be required. The Design-Builder is responsible for incorporating design and treatment measures in accordance with the MaineDOT Stormwater Management Plan MCM 5(Appendix H), Chapter 500 of Maine Department of Environmental Protection (DEP) Regulations, the Maine DEP Stormwater Design Manual and the Maine Construction General Permit as applicable. The Design-Builder shall allow time for coordination with the Department and review and approval by the Department and DEP of calculations and treatment measures (if applicable) as follows:

Activity	Review Timeframe by Department
Design Builder provides disturbance and impervious calculations & proposed post-construction treatment measures	5 business days
Department submits design to DEP for comment or approval	10 business days
Design Builder submits modified design in response to comments (if required)	10 business days

7.4 Natural Resources Permitting

Wetland and stream resource boundaries within the anticipated project area have been mapped by the Department, and the Department has concluded that the project can be completed without impacts to these resources.
If the Design-Builder determines that they cannot complete the project without impacts to these resources, they shall design the project to meet the parameters and conditions outlined in the Army Corps of Engineers Maine Programmatic General Permit contained in Appendix I and Standard Specification 656 (Temporary Soil Erosion and Water Pollution Control), including, but not limited to, the following:

1. As part of the Technical Proposal, provide documentation of efforts to avoid and minimize impacts to wetlands. Special Detours or temporary roads shall be constructed to avoid wetland impacts wherever possible.

2. Resources in and around Arctic Brook (ie, the waterway and species within the waterway), located east of the Kenduskeag Bridge, shall not be impacted.

3. The Design-Builder shall include the following in the Technical Proposal: 11x17 plan view(s) showing location and square footage of proposed permanent and temporary impacts to wetlands and streams; a spreadsheet or table listing temporary and permanent impacts by stationing and total impacts for the entire Project.

4. The Department will submit final plans and impacts with an avoidance and minimization narrative to the Maine DEP and Army Corps upon receipt from the Design-Builder. Final approvals will be based on the plans and information included in the Technical Proposal. Additional information from the Design-Builder may be needed before final approval is granted. The Design-Builder shall allow up to ninety (90) calendar days for state and federal agency review after Award.

7.5 Endangered Species Requirements

No endangered species have been identified within the anticipated project limits.
The Project is located within the range of federally listed Gulf of Maine Distinct Population segment of Atlantic salmon and its designated Critical Habitat. The Department determined that in-water work is not required to complete the project; therefore, the Project is expected to have No Effect to Atlantic salmon or its Critical Habitat. If the Design-Builder's proposal includes in-water work, the Design-Builder shall meet design, construction, and consultation requirements in accordance with the Maine Atlantic Salmon Programmatic Consultation.

The Project is located within the range of the federally endangered Northern Long-Eared Bat (NLEB). The Project is located outside of modeled NLEB habitat and not within an area of known detections. Based on this information, the Project is expected to have No Effect to NLEB.

The project is located within modeled habitat for tricolored bat, a proposed federally endangered species. The Design-Builder's Proposal shall include the approximate acreage of clearing associated with the Project. The Design-Builder shall work with the Department to meet the requirements of the Endangered Species Act should tri-colored bats become listed during the Project.

7.6 Hazardous Materials

The Design-Builder is responsible for precautions to address worker health and safety in accordance with applicable regulations. The data review suggests no issues with petroleum or hazardous waste should be encountered.

Should unanticipated hazardous waste that requires handling and disposal be encountered, MaineDOT will be responsible.

7.7 Dredge Spoils Requirements

Excavation of material below normal high water is not anticipated for this Project.

7.8 Erosion and Sedimentation Control Requirement

The Design-Builder shall provide continuous and effective soil erosion and water pollution control in compliance with Section 105.8.1 of Design-Build Best Value General Conditions, Section 656 – Temporary Soil Erosion and Water Pollution Control of the Standard Specifications, and the latest version of the Supplemental Specification (Repair Spec).

7.9 National Environmental Policy Act (NEPA) Requirements

MaineDOT made a preliminary determination that the NEPA Class of Action is a Categorical Exclusion (NEPA CE) pursuant to 23 CFR 771.117 (c) 28. The Design-Builder shall provide the following in support of NEPA: project design information, including efforts to avoid and

minimize impacts to wetlands, streams and wildlife; public process; and construction schedule. The Design-Builder shall not proceed with final design activities or physical construction prior to the completion of the NEPA process.

8. UTILITIES

8.1 Scope of Work

Construction of the Project is adjacent to utilities. The Design-Builder shall locate and relocate or protect in place as required for the Project.

8.2 General Design-Builder Responsibilities

The Technical Proposal shall address the manner in which utilities will be maintained and/or temporarily or permanently relocated.

The Design-Builder is required to coordinate all utility relocations required as part of the Project in accordance with the Design-Build Best Value General Conditions, Maine Department of Transportation Utility Accommodation Policy (17-229 CMR Chapter 210), Title 23 MRSA § 154, and Title 23 CFR § 645.

8.3 List of Known Utility Owners and Contacts

A list of known utility owners and contacts has been provided on the Project website. The Design-Builder is required to determine those impacted and/or located within the Project limits.

9. RIGHT-OF-WAY

9.1 Right-of-Way Acquisition Services

The Design-Builder shall provide Right-of-Way mapping services for properties not acquired by the Department prior to Award in accordance with Subsection 105.12.15 of the Design-Build Best Value General Conditions.

9.2 Property Acquired by Department

No additional Right-of-Way has been acquired by the Department.

10. PAVEMENT AND BRIDGE WARRANTY

10.1 Pavement Warranty

The Design-Builder shall provide a Warranty for Pavement in accordance with Section 106.3 of the Design-Build Best Value General Conditions.

10.2 Bridge Warranty

The Design-Builder shall provide Warranty for Bridge items in accordance with Section 106.3 of the Design-Build Best Value General Conditions

11. OTHER WORK

The Design-Builder shall participate in a virtual informational public meeting to introduce the Design-Builder and winning Proposal to the public, and to respond to questions from the public about the Project. The Design-Builder shall develop the presentation, including appropriate electronic graphics suitable for viewing by a large audience. An electronic copy of the presentation will be made available to MaineDOT for review four weeks prior to posting the presentation. MaineDOT will post the Design-Builder's presentation on the Maine Department of Transportation's Virtual Public Involvement page (https://bit.ly/mainedot-meetings). The presentation shall be posted for a minimum of 2-1/2 weeks. The Design-Builder's responses to public inquiries shall be coordinated through MaineDOT's Project Manager. The MaineDOT Project Manager will post Design-Builder's responses to the Virtual Public Involvement page.

PART 3 - Appendices

Appendix A - Federal Wage Rates

APPENDIX A

Federal Wage Rates and Project Availability Target (PAT)

The 2024 Federal Highway rates for Penobscot County and the Project Availability Targe (PAT) can be found at: https://www.maine.gov/mdot/design-build/bangor/.

Appendix B - Contract Forms and Exhibits

FORM A – TECHNICAL PROPOSAL SUBMISSION FORM

Bangor Bridge Replacements
Project Nos. 26095.00, 27176.00

_____
(Name of Proposer)

The above Proposer hereby submits its Technical Proposal, consisting of the following items:

(Instructions: Specifically list all items submitted with the Technical Proposal, including number of drawings, number of narrative pages, type of containers, etc. Attach or incorporate additional pages as necessary. Refer to the Project Requirements for additional instructions regarding Technical Proposal submission.)

_____

_____

_____

_____

_____

_____

_____

By signing below, the above Proposer hereby certifies that to the best of the Proposer's knowledge and belief:

1. The Proposer has received and considered complete copies of Amendments numbered ___ through ___ .
2. The Proposer has reviewed and considered all materials and items supplied by the Department and posted on the Project website at https://www.maine.gov/mdot/design-build/bangor/.
3. The Design-Builder, Designer, other Major Participants and Key Personnel indicated by the Proposer in its Statement of Qualifications will be used on this Project in the same manner and to the same extent as so indicated.
4. All of the statements, representations, covenants and/or certifications set forth in the Proposer's Statement of Qualifications are still complete and accurate as of the date hereof.
5. All representations and/or certifications required of the Proposer by the RFP and Contract, including those contained in RFP Section 102.3.2.3 and RFP Appendix A, are complete and accurate.
6. This Technical Proposal is responsive.
7. The person signing below is legally authorized to do so.

[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: ____ .]

PROPOSER

_____	_____
Date	[Electronic Signature]
	By:_ _
	[Name and Title Printed]

FORM C – PROPOSAL GUARANTY FORM
Bangor Bridge Replacements Project Nos. 26095.00, 27176.00

KNOW ALL MEN BY THESE PRESENTS THAT _____ _____, of the _____ of _____ and State of _____ as Principal, and Surety, a corporation duly organized under the laws of the State of _____ and having a usual place of business in _____ and hereby held and firmly bound unto the Treasurer of the State of Maine in the sum of _____ , for payment which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that if the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain proposal, attached hereto and incorporated as a part herein, to enter into a written contract for the construction of _____ _____ _____ and if the Department shall accept said proposal and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said proposal) and shall furnish bonds for his faithful performance of said contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____, 20___

WITNESS:
_____
_____
_____

PRINCIPAL:
By: _____
By: _____
By: _____

WITNESS:
_____
_____

SURETY:
By: _____
By: _____
Name of Local Agency
_____

FORM D – PRICE PROPOSAL
Bangor Bridge Replacements
Project Nos. 26095.00, 27176.00

_____
(Name of Proposer)

The above named Proposer hereby offers to perform and complete all Work specified or indicated in the Contract Documents in conformity with the same for the Price shown below.

1. TOTAL LUMP SUM PRICE – BANGOR BRIDGE REPLACEMENTS PROJECT

a.	WIN 2609500 – Kenduskeag Avenue over I-95 – Bridge No. 5978	**$** _____
b.	WIN 2717600 – I-95 NB & SB over Stillwater Avenue – Bridge Nos. 1427 & 5800	**$** _____
	Total Lump Sum Price:	**$** _____

_____
(Lump Sum Price in words – typed or printed in ink)

By signing below, the above Proposer hereby certifies that to the best of the Proposer's knowledge and belief:

1. All representations and/or certifications required of the Proposer by the RFP and the Contract, are complete and accurate.
2. The Proposer's Price Proposal is complete and accurate and conforms to all applicable requirements of the RFP and the Contract.
3. The person signing below is legally authorized to do so.

[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: _____.]

PROPOSER

_____ _____
Date [Sign in Ink.]

By:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

FORM E1 - MaineDOT COMMITMENT CONFIRMATION FORM

The Commitment Confirmation form can be found at: https://www.maine.gov/mdot/civilrights/dbe/

FORM E2 - OPEN ENDED PERFORMANCE PLAN – DESIGN/BUILD PROJECT
PROPOSED DBE PARTICIPATION SCHEDULE

Bangor Bridge Replacements
Project Nos. 26095.00, 27176.00

DBE Firm Name	NAICS Code(s)	Description of Work	Proposed Amount ($)

** Please use additional sheets as needed to report all known DBEs on a project*

FORM E3 - OPEN ENDED PERFORMANCE PLAN – DESIGN/BUILD PROJECT
CURRENTLY UNDETERMINED FIRMS DBE PARTICIPATION SCHEDULE

Bangor Bridge Replacements
Project Nos. 26095.00, 27176.00

NAICS Code(s)	Description of Work	Proposed Amount ($)

** Please use additional sheets as needed to include all information.*

FORM F – CONTRACT PERFORMANCE BOND
Bangor Bridge Replacements
Project Nos. 26095.00, 27176.00

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That **_____ _____ in the State of _____**, as principal, and……....., a corporation duly organized under the laws of the State of ..... and having a usual place of business ...., as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum of **_____ and 00/100 Dollars ($)**, to be paid said Treasurer of the State of Maine or his successors in office, for which payment well and truly to be made, Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Proposer in the Contract to construct Project Number _____ in the Municipality of _____ promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State of Maine.

Signed and sealed this ..... day of ....., 20….. .

WITNESSES:	SIGNATURES:
	PROPOSER:
Signature.....	.....
Print Name Legibly	Print Name Legibly ...…….....
	SURETY:
Signature	....…….....
Print Name Legibly	Print Name Legibly .....
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
.....	ADDRESS .....
.....	..…….....
.....	.....…….....
TELEPHONE.....	.....…….....

FORM G – CONTRACT PAYMENT BOND
Bangor Bridge Replacements
Project Nos. 26095.00, 27176.00

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That **_____ _____ in the State of _____**, as principal, and..... a corporation duly organized under the laws of the State of ..... and having a usual place of business in .....……., as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use and benefit of claimants as herein below defined, in the sum of **_____ and 00/100 Dollars ($)** for the payment whereof Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Proposer in the Contract to construct Project Number _____ in the Municipality of _____ promptly satisfies all claims and demands incurred for all labor and material, used or required by him in connection with the work contemplated by said Contract, and fully reimburses the obligee for all outlay and expense which the obligee may incur in making good any default of said Principal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the contract.

Signed and sealed this ..... day of ...……....., 20 .....

WITNESS:	SIGNATURES:
	PROPOSER:
Signature…….....	.....….....
Print Name Legibly .....……..	Print Name Legibly …....
	SURETY:
Signature.....	...….....
Print Name Legibly	Print Name Legibly …....
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
...….....	ADDRESS ….....
.....	…….....
TELEPHONE	…….....

FORM H – OPINION OF COUNSEL
Bangor Bridge Replacements
Project Nos. 26095.00, 27176.00

[Letterhead of Independent Law Firm or in-House Counsel – Must Be Licensed to Practice in Maine]

_____, _____

MaineDOT
State House Station 16
Augusta, ME 04333
Attn: George M.A. MacDougall, P.E.

Ladies and Gentlemen:

We have acted as counsel for _____, a _____ ("Proposer") and [*list partners/joint venturers/members*] in connection with that certain Design-Build Contract (the "Contract") for the Bangor Bridge Replacements Project dated _____, _____, entered into between Proposer and the MAINE DEPARTMENT OF TRANSPORTATION ("Department"). The capitalized terms used in this opinion shall have the meanings ascribed to them in the Contract unless they are otherwise defined herein or the context otherwise requires.

In connection with the foregoing we have examined originals or copies of the Contract, the Articles of Incorporation and Bylaws of Proposer, minutes reflecting proceedings of the board of directors of Proposer, certificates of public officials, certificates of one or more officers of Proposer and such other documents as we deemed relevant and necessary for purposes of this opinion. In such examination we have assumed:

1. The genuineness of all signatures on documents which we have not seen executed, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all copies thereof submitted to us; and
2. The Contract has been or will be duly authorized and validly executed and delivered by the Department, and constitutes the legal, valid and binding obligation of Department, enforceable in accordance with its terms against Department.

On the basis of the foregoing and in reliance thereon and on all other matters that we deem relevant under the circumstances, we are of the opinion that:

1. Proposer is a _____ which has been duly organized and is validly existing and in good standing under the laws of the State of _____. Proposer has the requisite power to own and operate its properties and assets and to carry on its business as presently operated, make the Proposal, enter into the Contract and it is duly qualified and in good standing as a _____ in the State of Maine. [*Provide same opinion for all partners/joint venturers/members of Proposer.*]
2. The execution, delivery and performance of the Contract and the Proposal have been duly authorized by Proposer. [*Provide same opinion for all partners/joint venturers/members of Proposer.*]
3. The Contract (including the provisions contained therein regarding Liquidated Damages, Retainage and limitations on Proposer's ability to recover damages or compensation) against Proposer constitutes the legal, valid and binding obligation of Proposer, enforceable in accordance with its terms, except as the same may be limited by bankruptcy and similar laws of general application

affecting creditor's rights and remedies and equitable doctrines. [*Provide same opinion for all partners/joint venturers/members of Proposer.*]

4. All required approvals have been obtained with respect to execution, delivery and performance of the Proposal and the Contract; and that neither the Proposal nor the Contract conflicts with any agreements to which Proposer is a party [if Proposer is a partnership/joint venture/limited liability company, add: and its joint venture members/general partners/managing members are a party] or with any orders, judgments or decrees by which Proposer is bound [if partnership/joint venture/limited liability company, add: and its joint venture members/general partners/managing members are bound].
5. Execution, delivery and performance of all obligations by Proposer under the Proposal and the Contract do not conflict with, and are authorized by, the articles of incorporation and bylaws of Proposer [if Proposer is a partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership; if joint venture, replace articles of incorporation and bylaws with joint venture agreement; if limited liability company, replace articles of incorporation and bylaws with operating agreement and certificate of formation].
6. Execution and delivery by the Proposer of the Proposal and the Contract do not, and the Proposer's performance of its obligations under the Proposal and the Contract will not, violate any current statute, rule or regulation applicable to the Proposer or to transactions of the type contemplated by the Proposal or the Contract.

This opinion is solely for information and use of you and the Maine Department of Transportation and may not be relied upon by any other person without our prior written consent.

Respectfully submitted,

EXHIBIT A
MAINE DEPARTMENT OF TRANSPORTATION
BANGOR BRIDGE REPLACEMENTS
PROJECT NOs. 26095.00 & 27176.00
RFP SCORESHEET

Design-Builder: _____ Control #_____

Scorer ID: _____ Date: _____

1. BRIDGE DESIGN CONCEPT	**Maximum Score: 35 Points**

See Evaluation Criteria in Subsection 3.2.1.2.

Supporting Comments by Scorer:

_____

_____

_____

_____

_____

RAW SCORE DEFINITION

80% ⟷ 100%

minimally acceptable

exceptional

Raw Score for this item: _____%

EXHIBIT A
MAINE DEPARTMENT OF TRANSPORTATION
BANGOR BRIDGE REPLACEMENTS
PROJECT NOs. 26095.00 & 27176.00
RFP SCORESHEET

Design-Builder: _____ Control #_____

Scorer ID: _____ Date: _____

2. HIGHWAY DESIGN CONCEPT	**Maximum Score: 20 Points**

See Evaluation Criteria in Subsection 3.2.2.2.

Supporting Comments by Scorer:

_____

_____

_____

_____

_____

RAW SCORE DEFINITION

80% ⟷ 100%

minimally acceptable

exceptional

Raw Score for this item: _____%

EXHIBIT A
MAINE DEPARTMENT OF TRANSPORTATION
BANGOR BRIDGE REPLACEMENTS
PROJECT NOs. 26095.00 & 27176.00
RFP SCORESHEET

Design-Builder: _____ Control #_____

Scorer ID: _____ Date: _____

3. TRAFFIC MANAGEMENT PLAN/ PROJECT SEQUENCING **Maximum Score: 35 Points**

See Evaluation Criteria in Subsection 3.2.3.2.

Supporting Comments by Scorer:
_____

_____
_____

_____
_____

RAW SCORE DEFINITION

80% ⟷ 100%
| |
minimally acceptable exceptional

Raw Score for this item: _____%

EXHIBIT A
MAINE DEPARTMENT OF TRANSPORTATION
BANGOR BRIDGE REPLACEMENTS
PROJECT NOs. 26095.00 & 27176.00
RFP SCORESHEET

Design-Builder: _____ Control #_____

Scorer ID: _____ Date: _____

4. PROJECT MANAGEMENT AND COORDINATION PLAN **Maximum Score: 10 Points**

See Evaluation Criteria in Subsection 3.2.4.2.

Supporting Comments by Scorer:
_____

_____
_____

_____
_____

RAW SCORE DEFINITION

80% ⟷ 100%
| |
minimally acceptable exceptional

Raw Score for this item: _____%

EXHIBIT B
PROJECT SCHEDULE OF PAYMENT
(To be signed by authorized signatory of Proposer)

Month (or Part of Month) Number (Starting with Month in which NTCW Occurs)	Early Finish Cost Amount	Cumulative Early Finish Cost Amount (Early Finish Cost Schedule)
1	$	$
2	$	$
3	$	$
4	$	$
5	$	$
6	$	$
7	$	$
8	$	$
9	$	$
10	$	$
11	$	$
12	$	$
13	$	$
14	$	$
15	$	$
16	$	$
17	$	$
18	$	$
19	$	$
20	$	$
21	$	$
22	$	$

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **WIN: _____** **Town(s): _____**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone: (_____)_____**
Bid Date: _____ **Fax: (_____)_____**

Complete top portion of form and transmit to the number listed in the RFP

RFI No: _____ **RFI received: _____**

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By:_____ Date: _____

RESPONSE SUMMARY FOR ATC #____

PIN: _____ **Location:** _____ **Date Received:** _____

Bridge: _____ **Proposer:** _____

Brief ATC Description:

The ATC Review Team has reviewed the proposed ATC and recommends the following response:

☐ **Approved as submitted.**

☐ **Not approved. The Proposal is incompatible with the RFP requirements in the following area(s):**

☐ **Not approved as submitted, but approved subject to the following condition(s):**

☐ **Not qualified as an ATC, but may be included in the Proposal without an ATC as the concept complies with the RFP requirements.**

☐ **Not qualified as an ATC and shall not be included in the Proposal for the following reason(s):**

☐ **Decision on the ATC is pending on receipt of additional information and/or one-on-one meeting as follows:**

☐ **Other:**

ATC Approval Team Concurrence

☐ **Yes** ☐ **No** Wayne Frankhauser, Jr — **Date:**
Bridge Program Manager

☐ **Yes** ☐ **No** Tod Pelletier — **Date:**
Director, Bureau of Project Development

STIPEND AGREEMENT

The Stipend Agreement and Stipend Invoice form can be found at:
https://www.maine.gov/mdot/design-build/bangor/.

Appendix C - Public and Stakeholder Meeting Minutes

APPENDIX C

Public and Stakeholder Meeting Minutes

The minutes for the following public and stakeholder meetings can be found at https://www.maine.gov/mdot/design-build/bangor/.

- Bangor Preliminary Public Meeting – September XX, 2024

Appendix D - Existing Plans and Inspection Documents

APPENDIX D

Existing Plans and Inspection Documents

The available existing construction plans and inspection documents for the bridges can be found at: https://www.maine.gov/mdot/design-build/bangor/.

Appendix E - Geotechnical Data

APPENDIX E

Geotechnical Data Report

The Geotechnical Data Reports can be found at: https://www.maine.gov/mdot/design-build/bangor/ .

Appendix F - Traffic Data and Crash Data

APPENDIX F

Traffic Data and Accident Data

Traffic Data and Accident Data can be found at: https://www.maine.gov/mdot/design-build/bangor/.

Appendix G - Survey Data, Wetlands Delineation, and Existing Alignments

APPENDIX G

Survey Data, Wetland Delineation, and Existing Alignments

Survey data, wetland delineation, and existing alignments can be found at: https://www.maine.gov/mdot/design-build/bangor/.

Appendix H - Permits and Other Environmental Information

APPENDIX H

Permits and Other Environmental Information

Permits and other environmental information, including an environmental explanation of RFP requirements, can be found at: https://www.maine.gov/mdot/design-build/bangor/.

Appendix I - Supplemental Specifications and Special Provisions

APPENDIX I

Supplemental Specifications and Special Provisions

Updates (corrections, additions and revisions) to the Standard Specifications are found in the Supplemental Specifications at: https://www.maine.gov/mdot/design-build/bangor/.

The special provisions can be found at: https://www.maine.gov/mdot/design-build/bangor/.

Appendix J - Utilities

APPENDIX J

Utilities

A list of known utility contacts for each project site can be found at: https://www.maine.gov/mdot/design-build/bangor/. The additional utility information is provided in the survey files (Appendix G)