

July 17, 2026

Attention: Prospective Proposers for the Bangor-Brewer I-395 Bridge Bundle Design-Build Project

Subject: Bangor-Brewer I-395 Bridge Replacement Design-Build Project (WIN 029484.00) – Responses to questions Received on the Draft Request for Proposals (Draft RFP dated June 3, 2026)

1. **General Question:** Schedule requires submittal of technical and Price proposals on the same day. Sidney-Waterville RFP requires Price Proposal at a later date, on the Cure deadline. This would provide a better timeline to focus on technical proposals and follow with price proposal at a later date. Will the Department adjust to align with the Sidney-Waterville Design Build due-date sequence?
 - A. The Price Proposal deadline will be adjusted to become concurrent with the Deadline for Design-Builders to Submit Cure to Technical Responsiveness.
2. **Book 2, Section 5.1 – Information Supplied:** Subsection 5.5.1.5 on page 2-20 indicates that the Department will provide concept plans for substructure rehabilitation. We cannot find these documents, so we are unable to comment on them and any potential implications to the project.
 - A. Substructure rehabilitation plans have been posted to the website, concurrent with these responses.
3. **Book 2, Section 6.3 – Traffic Engineering:** Subsection 6.3.1.2.d on page 2-25 discusses concurrent closure of two EB Exit 3 On-Ramps; from Farm Road and from C-D Roadway. Is this allowing full closure of the C-D Roadway including the EB Exit 3 Off-ramp; or is this only allowing On-Ramp closures onto the C-D Roadway and from C-D Roadway onto I-395, and traffic is to be maintained on the C-D Roadway to access the EB Exit 3 Offramp?
 - A. Concurrent closure is allowed only for EB Exit On-Ramps from Farm Road and from the C-D Roadway. Traffic is to be maintained on the C-D Roadway to allow access to EB Exit 3 Off-Ramp to Main Street (US-Route 1A). Clarification will be provided in the Final RFP.
4. **Book 2, Section 6.6. – Bridge Rehabilitation Design and Construction:** Subsection 6.6.1.8 on page 2-36 indicates that all fatigue details shall be designed for infinite life in accordance with AASHTO LRFD. Please confirm that for the bridges to be rehabilitated that the Design Builder is not responsible for evaluating and/or improving all existing bridge components to satisfy infinite fatigue life.
 - A. New details and connections shall be designed for infinite life. The Design-Builder is not responsible for evaluating or improving all existing bridge components to satisfy infinite fatigue life. Clarification will be provided in the Final RFP.
5. **Book 2, Section 6.6. – Bridge Rehabilitation Design and Construction:** Page 2-39 calls for precast or "Sculpted" shotcrete cover on BIN Wall. More clarification should be included regarding what is expected for finished product and attachment methods to existing wall.
 - A. The Final RFP will indicate concrete finish requirements. The attachment methods shall be determined by the Design-Builder.

6. **Book 2, Section 6.6. – Bridge Rehabilitation Design and Construction:** Page 2-39 calls for access repairs to the existing catwalk on Veterans Remembrance. Please provide more clarification on the existing conditions and expected scope and quantities of work.
 - A. Proposers shall include \$30,000 for existing catwalk repairs in their Lump Sum Price for work on Veterans Remembrance Bridge (#1558) on Form D. The actual repairs will be determined by Resident and the actual cost for the work negotiated. Repairs may include ladder replacement, connections, rail and grating. Clarifications for this requirement will be provided within the Final RFP.
7. **Book 2, Section 8.1 – Scope of Work:** Page 2-47 indicated Contractor to coordinate for replacement of water line on bridge but costs are not to be included in price. This leaves questions as to who pays and if payment goes through MDOT. Additionally this leaves questions as to costs associated with temporary water work if needed to maintain flow during construction. This should be clarified more.
 - A. All costs and services to relocate the water line are the responsibility of Brewer – refer to RFP Book 1, Subsection 104.4.6.
8. **Book 2, Appendix J – Utilities:** Appendix J contains a contract agreement between the railroad and Department. In Exhibit C section 5 (page C-2) of this agreement it states "...The Contractor shall store materials so as to prevent trespassers from causing damage to trains or to the Railroad's property." What does our material storage have to do with trespassers? Why would contractor be responsible for trespassers? This agreement appears to be obligating the Contractor to include security to safeguard materials, and railroad property, from trespassers if we have stored material somewhere on the project. Please review and revise.
 - A. The Design-Builder shall store materials in a manner that does not promote, or improve the ability for, trespassers to access Railroad Right-of-Way. The Design-Builder is responsible for coordinating final storage with CSX Railroad, during construction.
9. **Book 2, Section 9.1 – Design-Build Work Affecting Railroad Operations:** Page 2-48 references preconstruction coordination requirements outlined in "Railroad EngResPMPProject Sign-Off For, Revision 3." located in Appendix J. This appears to be a document we are expected to sign-off on. We cannot find this document, so we are unable to comment on it, and any potential implications to the project.
 - A. This document has been posted to the website, concurrent with these responses.
10. **Book 2, Section 9.1 – Design-Build Work Affecting Railroad Operations:** Clarification should be provided for when railroad flaggers are required, including whether will they be needed for work over the railroad ROW if the designed and approved shielding is in place.
 - A. Railroad flagging shall be provided to conform with the CSX Public Project Information Guide. Needs for flagging shall be coordinated with CSX during construction.

11. **Book 2, Section 9.1 – Design-Build Work Affecting Railroad Operations:** Please clarify safety factor requirements that the railroad requires for temporary work design and crane pick weights within railroad ROW.
 - A. Safety factors for temporary work and crane picks near railroad tracks shall conform with the CSX Public Project Information Guide.
12. **Book 2, Appendix B, Form D – Price Proposal:** The adjusted bid price with Duration Cost is discussed briefly. The RFP should clarify the intent and purpose for this adjustment as this Draft RFP leaves confusion and room for misinterpretation. A couple questions among others, would be:
 - A. Section 6.3.1.d on page 2-23 allows 1,000 days of closures on Veteran's Bridge Eastbound and for Westbound (2,000 days total?). Assuming we propose to use all 2,000 days, is 2,000 the duration that is entered into in the Duration Cost section of Form D, at \$28,000 per day?
 - A. The Bid Duration for traffic impacts to eastbound and westbound traffic are separate values and should be entered separately on Form D. Clarifications will be provided in the Final RFP.
 - B. Section 6.3.1.g. indicates lane closures between exits 3 & 4 are permitted without penalty....Are closures during this time period not subject to the "Bid Duration"?
 - A. The Bid Duration, per traffic direction, is a single, continuous duration which starts as soon as traffic is impacted on I-395 on Veterans Remembrance Bridge (first lane and/or shoulder closure, regardless of day or nighttime occurrence) until traffic is no longer impacted. Traffic control during this Bid Duration period shall conform to the requirements of Section 6.3.1.1. Clarifications will be provided in the Final RFP.
13. **Book 2, Section 1.4.1 – Contract Completion Date:** It appears that if we propose an earlier Completion Date, that we would be subject to LD's if do not complete by that date. Please confirm the intent.
 - A. Correct.
14. **Appendix A – Federal Wage Rates:** Appendix A is identified as "Federal Wage Rates" but contains two sets of wage rates in it (State and Federal). The RFP should clarify which rate is applicable
 - A. The Final RFP will be updated to specify that Federal Wage Rates shall be used. State Wage Rates will be removed.
15. **Related to RFSOI:** RFSOI Section 3.2.5, pg. 6, Section 3.2 The Request for Statement of Interest, section 3.2.5, page 6, relating to the Parkway South Bridge states "The use of an on-site temporary bridge with a sidewalk is anticipated for maintenance of traffic". Please provide the design intent for the temporary detour including any anticipated provisions for ROW, permitting and commitments to the community/emergency services.
 - A. If a temporary bridge is used at Parkway South, it shall be designed in accordance with MaineDOT Standard Specification 510 – Special Detour. Traffic patterns during construction shall conform to Section 6.3.1.5. Any required ROW and permitting are the responsibility of the Design-Builder in accordance with RFP Sections 10 and 7, respectively. Lane, shoulder, and sidewalk requirements are provided in Subsection 6.3.1, part 5. The Design-Builder shall minimize ROW impacts to the extent possible.

16. **Book 2, Section 6.6 – Bridge Rehabilitation Design and Construction:** Confirm that the phrase “or existing clearance” should be added to General Note 2 on page 2-35.

A. Existing clearances are greater than the minimum required; no change necessary.

17. **Book 2, Appendix B, Form D – Price Proposal:**

A. Can MaineDOT provide a breakdown by bridge location for these quantities?.

A. Substructure rehabilitation plans have been posted to the website, concurrent with these responses, that indicate anticipated locations of repairs and approximate magnitude of each identified repair.

B. What quantity of inspected deck area is this price based?.

A. Anticipated deck repair quantities are based on a visual inspection of the underside of the bridge deck as well as past experience. Actual deck repair areas shall be determined and agreed on by the Design-Builder and Resident during construction.

C. Specifically for the substructure repair items, are there areas identified that may contain more difficult access (i.e. piers in the river) than standard, relatively easily approachable abutment locations?

A. Substructure rehabilitation plans have been posted to the website, concurrent with these responses, that indicate anticipated locations of repairs. For I-395 over the Penobscot River, substructure concrete repairs are only required at Abutment 1, Abutment 2, and Pier 2.

18. **Book 2, Appendix B, Form D – Price Proposal:** Form D requires the Proposer to enter a Bid Duration for the I-395 eastbound and westbound lane closures, with a Duration Cost of \$28,000 per day added to the Adjusted Bid Price. The Project Requirements also identify Supplemental Liquidated Damages of \$28,000 per direction per day for failure to maintain the required number of travel lanes. Could the Department please clarify the following:

A. Does the Bid Duration entered on Form D become the contractual maximum allowable duration for the applicable lane closure?

A. Yes, the bid duration entered on Form D becomes the contractual maximum allowable duration for the lane closure.

B. Are the Supplemental Liquidated Damages intended to apply only if the Design-Builder exceeds the Bid Duration entered on Form D, or are they independent of the Bid Duration?

A. Supplemental Liquidated Damages apply if the Design-Builder exceeds the Bid Duration entered on Form D.

C. Is there a minimum and/or maximum Bid Duration that proposers are required to enter on Form D?

A. There is no minimum duration for the Bid Duration. The maximum duration is 1,000 days per Section 6.3.1.1.d.

D. If there is no specified minimum Bid Duration, what mechanism prevents proposers from entering unrealistically short durations solely to reduce their Adjusted Bid Price during bid evaluation?

A. Supplemental Liquidated Damages are intended to prevent proposers from entering unrealistically short durations to reduce the Adjusted Bid Price. Supplemental Liquidated Damages will be assessed if lane closures on the Veterans Remembrance Bridge exceed the Bid Duration entered on Form D. The Final RFP will be clarified to require the Proposer's to provide explanation, within their Technical Proposal, outlining how the proposed Bid Duration will be achieved.

E. We are attempting to understand how the Duration Cost, Bid Duration, and Supplemental Liquidated Damages are intended to work together so that we can prepare our proposal in accordance with the Department's intent.

A. Refer to answers above. Additional clarification will be provided in the Final RFP.

19. **General Question:** Are price and technical proposals submitted at the same time? It is currently shown on the schedule to be submitted on the same date; however it has been our experience that these are due on different dates to potentially allow contractors to cure any defects in the Technical Proposal, which may impact the final pricing.

A. Refer to the response to Question 1.

20. **Equal Employment Opportunity Civil Rights Supplemental Form:** The form provided with the draft RFP includes references to requirements that are potentially in conflict with recent developments in Federal EEO law, regulation, and Executive Order. Please advise whether a revised Equal Opportunity Civil Rights Supplemental form will be provided.

A. MaineDOT recognizes that recent federal Executive Orders have affected certain federal Design-Builder requirements. To address the revocation of Executive Order 11246, the Final RFP contract documents will include Special Provision 105.10, Equal Opportunity and Civil Rights, which clarifies that Executive Order 11246 was revoked by Executive Order 14173 and is no longer in effect.

The Equal Employment Opportunity Civil Rights Supplemental should be read in conjunction with Special Provision 105.10 and the contract documents as a whole.

The Design-Builder remain responsible for complying with all applicable federal and state statutes, regulations, and contract requirements that are currently in effect, as modified by Special Provision 105.10, and applicable FHWA Equal Employment Opportunity requirements.

The workforce demographic reporting information requested through the supplemental form is separate from the revoked Executive Order and supports applicable FHWA Equal Employment Opportunity reporting requirements that remain in effect.

21. **Book 1, Appendix A to Division 100, Section 2:** cites to certain “Nondiscrimination and Affirmative Action” requirements and Executive Orders that have been rescinded or modified at the Federal level. Some of the requirements may now be viewed as prohibited by the Federal Government. Please advise whether a revised Book 1, Appendix A to Division 100, Section 2 will be provided with the finalized RFP.

A. MaineDOT is aware that certain Executive Orders referenced in legacy contract documents have been rescinded or modified. The Department has addressed the revocation of Executive Order 11246 through Special Provision 105.10, Equal Opportunity and Civil Rights, which clarifies that Executive Order 11246 is no longer in effect for this contract. This Special Provision will be provided with the Final RFP.

Notwithstanding the revocation of Executive Order 11246, the Design-Builder remains responsible for complying with all applicable federal and state nondiscrimination requirements that remain in effect, including applicable provisions of Form FHWA-1273, Title VI of the Civil Rights Act of 1964, applicable FHWA regulations, and other contract requirements governing federally assisted highway construction projects.

Should MaineDOT determine that additional revisions to the solicitation documents are appropriate prior to issuance of the final RFP, those revisions will be communicated through the formal addendum process.

22. **Book 1, Section 104 – General Rights and Responsibilities:** Subsection 104.4.9 states “All work must comply with all US Coast Guard permit conditions.” Will applicable US Coast Guard permits be provided with the Final RFP?

A. The USCG Bridge Administration General Construction Requirements will be provided with the Final RFP. The Design-Builder is responsible for coordinating with USCG per Section 6.6.4.

23. **Book 1, Section 104 – General Rights and Responsibilities:** Section 104.5.4 states, “The Department, upon written notice to the Design-Builder, may require that the Design-Builder discharge any subcontractor without cost or liability to the Department. If the Department determines that a subcontractor’s performance jeopardizes the intent of the contract.” Please clarify the standards by which a subcontractor is deemed to jeopardize the intent of the contract.

A. This language is consistent with the MaineDOT Standard Specifications; no changes will be made.

24. **Book 1, Section 105 – General Scope of Work:** Section 105.4.3 states, “when the Design-Builder performs work during winter weather conditions, the Design-Builder shall maintain the portions of the Project that carry vehicular traffic or pedestrian traffic.” Please clarify the limits of snow removal and winter maintenance required if the Design-Builder performs work during winter weather conditions.

A. Clarifications will be provided in the Final RFP.

25. **Book 2, Section 7.2 – Section 106 of the National Historic Preservation Act of 1966**

Requirements: States no archaeological resources were identified at Bridge #1559 I-395 over CSX Railroad, #1560 Robertson Blvd, #1562 Parkway South, #1563 Green Point Rd. Bridge #1558 says an archaeological review of substructure repairs and construction access at southwest corner is pending. Will the archaeological review for Bridge #1558 be issued in the Final RFP? If work stoppages occur due to Historic and/or Archaeological discoveries, please confirm the delays are excusable and compensable.

A. Archaeological review for Bridge #1558 will be included with the Final RFP. Refer to Section 109.3 – Adjustments for Delay.

26. **Book 1, Section 106 – Quality**: Section 106.2.4 discusses the submittal and review of the CQMP and could be interpreted to require the entire plan to be completed at once. Due to the design-build process and design being underway when construction begins, the CQMP may not be fully developed as the design is underway on certain portions; we expect the Department will review the CQMP in phases (with incomplete portions) and then review subsequent portions as they are completed. Please confirm this is correct.

A. The CQMP will be allowed to be submitted and reviewed in phases. Clarifications will be provided in the Final RFP.

27. **Book 1, Section 106 – Quality**: Section 106.3 requires a 5-year pavement warranty. This is beyond industry standard warranties. Please revert to the 1-year pavement warranty found in Section 106.9 of the Standard Specifications.

A. The pavement warranty identified in Table 106-1, as it relates to roadway settlement, will remain at 5-years.

28. **Book 1, Section 105 – General Scope of Work**: Section 105.12.2.4, line 3 states, “Review periods for overlapping and/or concurrent submittals shall be linear and nonoverlapping. The review period of the concurrent/overlapping submittal will commence following the Department’s return of comments on the previous submittal.” If we submit partial submittal packages for release for construction, will these submittals also be reviewed linearly?

A. Partial submittal packages will be reviewed linearly.

29. **Book 1, Section 105 – General Scope of Work**: Section 105.12.1.8 references Geotechnical Design and Construction. Are Boring Log Sheets required to be a part of the Design-Builder’s Design Plans? Will Final LogDraft files of borings completed by the Design-Builder (i.e., “Final Geotechnical Explorations”) need to be submitted to the Department?

A. Boring Log Sheets and Final LogDraft files are required to be submitted to the Department.

30. **Book 2, Section 6.3 – Traffic Engineering**: RFP Book 2, Section 6.3.1 (1.h.) stipulates full closures of I-395 are permitted without penalty for 25 minutes maximum between 12:00AM and 4:00AM. Does MaineDOT have a desirable detour route plan that they can provide to accommodate this closure allowance or is the D-B team required to propose a detour route? If so, can MaineDOT provide any requirements or routes that would be acceptable based on past experience?

A. The Design-Builder is responsible for developing detour routes for this closure allowance. Roadways utilized shall include those listed in Section 6.3.1 for other detours.

31. **Book 2, Section 6.3 – Traffic Engineering:** Section 6.3.1 – Traffic Management Plan, stipulates ramp closures are permissible. Has the Department determined suitable detours that should be implemented during these closures?
- A. Detours for the closure of Exits 3 and 4 ramps are included in Book 2, Subsections 6.3.1.2b, c, d and e. Closure of the Exit 5 ramps is not allowed per Book 2, Subsections 6.3.1.2g.
32. **Book 2, Section 6.3 – Traffic Engineering:** Section 6.3.1.3.c notes that pedestrian access is to be maintained at all times. Will the Design-Builder be permitted to perform short-term pedestrian traffic stoppages for safety reasons during operation where an overhead hazard exists, such as girder erection?
- A. Yes. Temporary closures shall be coordinated per requirements in Section 6.3.1, Part 7.
33. **Book 2, Section 6.2 – Highway Design Features:** Section 6.2 (4) discusses open drainage ditches. Please clarify whether the open drainage ditch needs to be sized for future capacity using current standards, or if there is an additional allowance that should be considered.
- A. Drainage ditches shall be designed to satisfy current MaineDOT design requirements.
34. **Book 2, Section 6.5 – Bridge Replacement Design and Construction:** Section 6.5.1 (5) states low -carbon chromium and/or GFRP reinforcing is required in all locations except footing and buried approach slabs. Section 6.6.1 (3) further exempts deck overhangs, median reconstruction and bars added to concrete patches. Please confirm plain, uncoated reinforcing is acceptable at all locations referenced.
- A. Plain reinforcement is acceptable within footings, buried approach slabs, and reconstructed portions of the Veterans Remembrance Bridge deck. Note that Subsection 6.5 is specific to replacement bridges, and Subsection 6.6 is specific to rehabilitation bridges.
35. **Book 2, Section 7.7 – Hazardous Materials:** Section 7.7 (3 & 4) states that Bridges #5799 and #1558 are surrounded by spills, tanks and remediation sites, see Appendix H. Please provide Appendix H.
- A. Appendix H will be provided with the Final RFP.
36. **Book 2, Section 8.1 – Scope of Work:** Section 8.1 states the Design-Builder shall coordinate with Brewer Water District to replace the existing water line currently supported by the Parkway South bridge, with a new watermain on the replacement bridge. The section further states that water service shall be maintained throughout construction. It also states that costs for installation and materials shall not be included in the price proposal. Please confirm the Design-Builder's responsibility for the waterline is limited to coordination with the Brewer Water District and that all costs associated with maintaining the line during construction and relocating the line to the new bridge shall be excluded from the Design-Builder's Proposal. Will the Brewer Water District have a conceptual design for the new waterline to be incorporated into the bridge design by the issuance of Final RFP?
- A. Confirmed; refer to the response for Question 7.
37. **Book 2, Section 4.2 – Project Scope:** Section 4.2.3 discusses adjacent projects, WIN 025311.00 Penobscot Bridge, and WIN 025313.00 Joshua Chamberlain Bridge. Please provide the general scope and schedule for these projects for planning the coordination with this project.
- A. The noted Projects are anticipated to be complete by January 1st, 2029.

38. **Book 2, Section 9 – Railroad Coordination:** Section 9 discusses Design-Build work affecting railroad operations. Will CSX railroad have the authority to impose design changes for the project?
- A. Refer to the CSX Railroad Construction Agreement in Appendix J, which includes concept plans that have been pre-approved by CSX.
39. **Book 2, Section 9 – Railroad Coordination:** Please clarify whether any impacts incurred from railroad coordination will be excusable and compensable.
- A. Impacts incurred from railroad coordination will be evaluated in accordance with RFP Book 1, Subsection 109.3, Adjustments for Delay. CSX Railroad shall be considered a third party.
40. **Book 2, Section 9 – Railroad Coordination:** Please provide the typical CSX train schedule for this area.
- A. The anticipated number of trains per day and train speed are located within the railroad agreement included in RFP Appendix J – Utilities. The exact time of day for train passage is unknown.
41. **Book 2, Section 5.1 – Information Supplied:** Section 5.1.1.5 states concept plans are available for substructure rehabilitation for I-395 over Main St, and I-395 over the Penobscot River, and I-395 over CSX. These drawings do not appear to be available, please provide.
- A. Substructure rehabilitation plans have been posted to the website, concurrent with these responses.
42. **Book 2, Section 7.6 – Endangered Species Requirements:** Section 7.6.4 states Peregrine Falcons are present and known to nest on Bridge #1558. Is the location of the nest currently known?
- A. Peregrine Falcon nest is currently located on Pier 6.
43. **Book 2, Section 6.6 – Bridge Rehabilitation Design and Construction:** Section 6.6.2 Superstructure subsection b states, "A protective barrier fence shall be installed on each fascia of the bridge, where the bridge passes over the CSX property. The protective barrier fence shall extend at least eight feet (8'-0") above the driving surface. Fencing shall extend from CSX's property line to the opposite CSX property line, or a minimum of twenty-five feet (25'-0") beyond the centerline of track (whichever is greater). Openings in the fence shall not exceed two inch by two inch (2" x 2"). Anti-climb shields shall be provided at all four ends of the protective barrier fence." Does the Department have a typical detail they wish to use for this item?
- A. Reference drawings with fence details have been posted to the website, concurrent with these responses.