MaineDOT

DRAFT

REQUEST FOR PROPOSALS

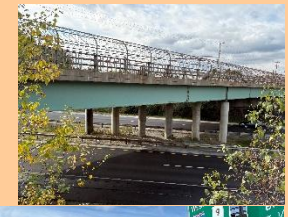
BOOK 2 - PROJECT REQUIREMENTS

BANGOR-BREWER
I-395 OVER MAIN STREET,
I-395 OVER PENOBSCOT RIVER,
I-395 OVER CSX RAILROAD,
ROBERTSON BOULEVARD OVER
I-395, PARKWAY SOUTH OVER I-395
and GREEN POINT ROAD OVER I-395
BRIDGE NOs. 5799, 1558, 1559, 1560, 1562, 1563
BRIDGE IMPROVEMENTS

LOW BID DESIGN–BUILD PROJECT

PROJECT NO 029484.00

June 3, 2026



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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 Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____,

a corporation or other legal entity organized under the laws of the State of 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-Brewer I-395 Bridge Bundle 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 and 107.8 of the Design-Build Low Bid General Conditions.

C. Price.

The Bid 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 Bid Price consisting of the Lump Sum Price and Unit Price Items as full and complete compensation for completion of all the Work. Unit price items will be paid based on quantity of work performed and not estimated quantities.

1. Total Lump Sum Price - Bangor-Brewer I-395 Bridge Bundle Project:

a.	WIN 029484.00 – I-395 over Main Street, Bridge No. 5799	**$** _____
b.	WIN 029484.00 – Veterans Remembrance Bridge, I-395 over Penobscot River and South Main Street, Bridge No. 1558	**$** _____
c.	WIN 029484.00 – I-395 over CSX Railroad, Bridge No. 1559	**$** _____
d.	WIN 029484.00 – Robertson Boulevard over I-395, Bridge No. 1560	**$** _____
e.	WIN 029484.00 – Parkway South over I-395, Bridge No. 1562	**$** _____
f.	WIN 029484.00 – Green Point Road over I-395, Bridge No. 1563	**$** _____
	Total Lump Sum Price:	**$** _____

2. Total Unit Price - Bangor-Brewer I-395 Bridge Bundle Project:

Item	Description	Pay Unit	Estimated Quantity	Unit Price	Cost
518.50	Repair of Upward Facing Surfaces – to Reinforcing Steel < 8 inches	Square Foot	3300	**$**_____	**$**_____
518.51	Repair of Upward Facing Surfaces – below Reinforcing Steel < 8 inches	Square Foot	3500	**$**_____	**$**_____
518.52	Repair of Upward Facing Surfaces - ≥ 8 inches	Cubic Yard	14	**$**_____	**$**_____
518.60	Repair of Vertical Surfaces < 8 inches	Square Foot	2100	**$**_____	**$**_____
518.61	Repair of Vertical Surfaces ≥ 8 inches	Cubic Yard	11	**$**_____	**$**_____
	Total Unit Price				**$** _____

3. Total Bid Price - Bangor-Brewer I-395 Bridge Bundle Project:

Description	Cost	
Total Lump Sum Price	**$** _____	(From Above)
Total Unit Price Items	**$** _____	(From Above)
Total Bid 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 Low Bid General Conditions, Project Requirements, Appendices, and March 2026 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 Low Bid 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

Plans, the Design-Build Low Bid General Conditions, March 2026 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 of the Design-Build Low Bid 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 Low Bid 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 Bid 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 ☐ I-395 Bangor-Brewer Bridge Bundle 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 Draft Request for Proposal (RFP) dated June 3, 2026, 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 I-395 Bangor-Brewer Bridge Bundle 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 March 4, 2026, and amended on March 23, 2026. 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 Design-Build Contract to the Proposer that submits the Proposal determined by the Department to be lowest responsive (determined via adjusted bid price) and responsible bid. The Price Proposal includes both direct project costs as well as indirect costs associated with project schedule and impacts to the public; no determination of best value will be made by the Department. 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

The Final RFP will not be released until a Bridge Investment Program (BIP) Grant Agreement is executed. Once the agreement is in place, and 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 – Alternate Technical Concepts (ATCs) of the Design-Build Low Bid 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 Low Bid 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 (3) safe, durable, appropriately sized, and low maintenance bridges that fit in well with their surroundings;

3. To design and rehabilitate three (3) safe, durable, and low maintenance bridges with details that extend their useful service life;

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

5. To minimize impacts to Right-of-Way, utilities, and environmental resources.

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 June 30, 2032. Liquidated Damages will be assessed in accordance with Section 107 of the Design-Build Low Bid 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 395 Eastbound and Westbound:

In relation to long-term lane closure allowances on Interstate 395 over Veterans Bridge identified in Section 6 (i.e., reducing the eastbound and/or westbound lanes from three (3) to two (2)), Supplemental Liquidated Damages at the rate of twenty-eight-thousand dollars ($28,000.00) per direction per day will be assessed for every day, or portion thereof, that the Design-Builder does not maintain three (3) lanes of traffic per each direction of Interstate 395 in accordance with Section 6 of these Project Requirements.

In relation to overnight lane closure allowances on Interstate 395 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 395 in accordance with Section 6 of these Project Requirements.

In relation to temporary full-closure allowances on Interstate 395 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 that the Interstate is not open to traffic in accordance with Section 6 of these Project Requirements.

Exit 3, 4, and 5 EB/WB Ramps:

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.

Main Street (US Route 1A):

Supplemental Liquidated Damages at the rate of one-thousand dollars ($1,000.00) per Calendar Day will be assessed for each Calendar Day, or any portion of a Calendar Day, that the Design-Builder does not maintain four (4) lanes of traffic and/or pedestrian access on the west sidewalk on Main Street (US Route 1A) as specified in Section 6 of these Project Requirements.

South Main Street (Route 15):

Supplemental Liquidated Damages at the rate of one-thousand dollars ($1,000.00) per Calendar Day will be assessed for each Calendar Day, or any portion of a Calendar Day, that the Design-Builder does not maintain three (3) lanes of traffic and/or pedestrian access on the east sidewalk on South Main Street (Route 15) as specified in Section 6 of these Project Requirements.

Robertson Boulevard:

Supplemental Liquidated Damages at the rate of one-thousand dollars ($1,000.00) per Calendar Day will be assessed for each Calendar Day, or any portion of a Calendar Day, the Robertson Boulevard Bridge is not Substantially Complete after the closure duration specified in Section 6 of these Project Requirements.

Parkway South:

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 and/or pedestrian access accommodations on Parkway South as specified in Section 6 of these Project Requirements.

Green Point Road:

Supplemental Liquidated Damages at the rate of one-thousand dollars ($1,000.00) per Calendar Day will be assessed for each Calendar Day, or any portion of a Calendar Day, the Green Point Road Bridge is not Substantially Complete after the closure duration specified in Section 6 of these Project Requirements.

1.5 Stipend

In the event that the Department does not execute a BIP Grant Agreement, and the Final RFP is not issued, the Department will not make any stipend payments, partial or otherwise. If a Grant Agreement is executed and the Final RFP is released as specified in Section 1.2.3, each unsuccessful Proposer (or in the event the Project is cancelled after release of the Final RFP, any Proposer) that submits a responsive Proposal will be entitled to receive a stipend of $250,000 pursuant to Section 103.5 of the Design-Build Low Bid 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.

Milestone	Date
MaineDOT Issues Draft RFP	June 3, 2026
Deadline for Design-Builders to submit Questions on the Draft RFP	**July 2, 2026 at 3:00 PM EDT**
MaineDOT Issues Responses to Draft RFP Questions*	July 17, 2026
MaineDOT Issues Final RFP (Contingent on BIP Grant Agreement)	August 12, 2026
Design-Builders Attend One-On-One Meetings with MaineDOT to Review Potential ATC Proposals (If applicable)	**One Meeting Per Team between August 31 and September 11, 2026**
Deadline for Design-Builders to Submit ATC Proposals	**October 2, 2026 at 3:00 PM EDT**
MaineDOT Issues Responses to ATC Proposals*	October 23, 2026
Deadline for Design-Builders to Submit Questions on Final RFP	**November 20, 2026 at 3:00 PM EST**
MaineDOT Issues Responses to Final RFP Questions*	December 11, 2026
Deadline for Design-Builders to Submit Technical and Price Proposal Packages	**January 22, 2027 at 3:00 PM EST**
MaineDOT Issues Notification of Technical Proposal Responsiveness to Design-Builders	February 5, 2027
Deadline for Design-Builders to Submit Cure for Technical Responsiveness (If Applicable)	**February 12, 2027**
Deadline for Design-Builders to Submit Proposal Guaranty Package	**March 10, 2027 at 11:00 AM EST**
MaineDOT Opens Price Proposals	March 10, 2027 at 11:00 AM EST
MaineDOT Awards Contract	Spring 2027
Design-Builder Begins Final Design & Construction	**Spring 2027**
Design-Builder Completes Final Design & Construction	**June 30, 2032**

*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 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, Price Proposal, and Proposal Guaranty Packages. 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 of the Design-Build Low Bid 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 of the Design-Build Low Bid 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 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 Disadvantaged Business Enterprise (DBE), Project Availability Target (PAT), and federal Equal Employment Opportunity (EEO) and Civil Rights Requirements defined in these Project Requirements and the Design-Build Low Bid 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 Low Bid 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 4,000 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 Low Bid General Conditions.

1.12 Disadvantaged Business Enterprise (DBE)

Pursuant to the Interim Final Rule issued by the U.S. Department of Transportation and effective October 3, 2025, all existing DBE certifications are subject to reevaluation under revised federal eligibility standards. Until the reevaluation process is complete, recipients may not set new contract-specific DBE goals or count DBE participation toward overall goals, as applicable under federal guidance. The Department continues to encourage the utilization of DBE firms consistent with federal requirements. The Design-Builder shall comply with all applicable federal and state Civil Rights laws and shall incorporate the required nondiscrimination and assurance provisions in accordance with 49 CFR Part 26 and all requirements applicable to projects assisted by the Federal Highway Administration.

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 Low Bid General Conditions.

1.14 Appendix A to Division 100 Design-Build Low Bid General Conditions

The federal requirements of Appendix A to Division 100 Design-Build Low Bid 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. The file size limit is 50 MB. 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 – I-395 Bangor-Brewer Bridge Bundle, MaineDOT WIN 029484.00 – [Proposer's Name] – Part X"

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

"Technical Proposal - I-395 Bangor-Brewer Bridge Bundle – MaineDOT WIN 029484.00 – [Proposer's Name] – Part X"

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
I-395 Bangor-Brewer Bridge Bundle
WIN 029484.00

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
I-395 Bangor-Brewer Bridge Bundle
WIN 029484.00

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 of the Design-Build Low Bid General Conditions, the Department shall have no obligation to compensate any unsuccessful Proposer for its efforts in preparing a Proposal.

Prepare and submit the information identified below as part of the Technical Proposal Package. Proposers should note that the Technical Proposal will be considered the Preliminary Design Report (PDR) for the Project as noted in Chapter 2 of the Bridge Design Guide (BDG).

1. Describe the proposed design and construction of the new Replacement Bridges, including, but not limited to, the following:

    a. The new bridge superstructure for each replacement bridge including bridge rails and transitions, bearings, and any armored joints.

    b. The new bridge substructure units and their foundations for each replacement bridge, including any approach retaining walls.

        - A brief interpretation of soil and bedrock conditions based on the geotechnical information available, including the Geotechnical Data Reports (GDRs), and other investigations conducted by the Proposer. Discuss the approach to the design and construction of the proposed substructure units, the foundations and/or retaining walls adjacent to the new bridges.

    c. The vertical and horizontal roadway alignments, including guardrail.

    d. Approach roadways, pavement and embankments, including measures for monitoring and mitigating any potential stability and/or settlement issues.

    e. The vertical and horizontal clearances for each replacement bridge.

    f. The approach to drainage design for the Project.

    g. How impacts to streams and wetlands were avoided or minimized to the extent practicable.

    h. Environmental documentation as specified in Section 7 as well as approximate acreage of clearing associated with the Project.

    i. Utility coordination and accommodation.

    j. Traffic management plan including measures to ensure safe and efficient construction.

    k. Any approved ATCs that have been incorporated into the Proposal.

    l. Any enhancements incorporated into the proposed design that exceed the requirements identified in the RFP, including any additional warranties offered.

2. Provide the following preliminary plans and details as applicable for the new Replacement Bridges (repetitive details may be noted and labeled as such):

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

    b. A conceptual structure layout (general plan, elevation, and typical section).

    c. Interpretive subsurface profile plans.

    d. Bridge pier, pier protection, and pier foundation plans, elevations, and typical

sections.

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

f. Retaining walls and/or other proposed ancillary structures: type, plans, elevations, and typical sections.

g. Plans illustrating the Design-Builder's approach to maintenance of traffic (including detours), site access, and staging areas during construction. 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.

h. Plan view(s) showing square footage and location of proposed permanent and temporary impacts to streams and wetlands associated with the project design and construction as described in Section 7.

i. Plan view(s) showing square footage and location of anticipated permanent and temporary impacts outside of existing Right-of-Way. Public Right-of-way boundaries and private property boundaries shall be shown.

j. Cross sections showing the cut/fill lines along with the existing Right-of-Way and any wetland area outlined in this RFP.

k. Any additional plans, cross-sections, profiles, details, or renderings the Proposer feels is necessary to fully convey how the proposed design satisfies the Project requirements.

3. Describe the proposed design and construction of the Rehabilitation Bridges, including, but not limited to, the following:

a. The new bridge superstructure elements for each rehabilitated bridge (as applicable) including bridge rails and transitions, bearings, drains, and any armored joints at I-395 over Penobscot River bridge.

b. The approach to replacing the overhead sign support on I-395 over the Penobscot River bridge.

c. The approach to stabilizing the existing metal bin walls at I-395 over CSX Railroad Bridge and I-395 over the Penobscot River Bridge by South Main Street.

d. The approach to drainage design for the Project.

e. How impacts to streams and wetlands were avoided or minimized to the extent practicable.

f. The approach to minimizing impacts to railroad traffic, managing the need for railroad flaggers, and adhering to the requirements set forth by the Railroad.

g. Environmental documentation as specified in Section 7 as well as approximate

acreage of clearing associated with the Project.

h. Utility coordination and accommodation.

i. Traffic management plan including measures to ensure safe and efficient construction.

j. Any approved ATCs that have been incorporated into the Proposal.

4. Provide the following preliminary plans and details as applicable for the Rehabilitation Bridges (repetitive details may be noted and labeled as such):

   a. Typical section showing limits of overhang and median to be rebuilt at the I-395 over Penobscot River Bridge.

   b. Retaining walls and/or other proposed ancillary structures: type, plans, elevations, and typical sections.

   c. Typical sections for repairs to any substructure units, including abutments, piers, slope embankments, and metal bin walls. Repair details for I-395 over CSX railroad shall include the Design-Builders approach to address erosion between the bin wall and concrete wingwall in the northeast corner as identified in the Highway Bridge Inspection Report.

   d. Plans illustrating the Design-Builder's approach to maintenance of traffic (including detours), site access, and staging areas during construction. 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.

   e. Plan view(s) showing square footage and location of proposed permanent and temporary impacts to streams and wetlands associated with the project design and construction as described in Section 7.

   f. Any additional plans, cross-sections, profiles, details, or renderings the Proposer feels is necessary to fully convey how the proposed design satisfies the Project requirements.

5. Provide the Preliminary Schedule for the Project for the design and construction including:

   a. Public involvement activities.

   b. Utility accommodation and/or relocations.

   c. Temporary drainage.

   d. Consideration for constructability and order of bridge demolition and construction.

   e. Elements removed, relocated, and constructed in each phase.

f. Prefabricated material procurement.

g. Right-of-Way mapping and estimated durations for the Department's appraisals and acquisitions.

h. Environmental permitting and/or permit modifications.

i. Maintenance of traffic including detours that will be used during construction and anticipated durations, and the location and length of any lane and road closures including anticipated durations and time of year.

- 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 Low-Bid General Conditions.

2.2.1 Document Submission Format

Proposers shall provide the following documents in PDF format, with electronic bookmarks 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, each of which will also include one (1) copy of each of 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 Bidder's List (Form E1), 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 Low Bid General Conditions.

3. PROPOSAL EVALUATION PROCESS

The Department intends to select the Proposer that submits the Proposal determined by the Department to be the lowest responsive and responsible bid (via adjusted bid price). No determination of best value will be made by the Department.

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 of the Design-Build Low Bid 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 not eligible to be modified through the Alternative Technical Concept (ATC) process specified in Section 102.4 of the Design-Build Low Bid General Conditions:

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

    a. Main Street (US Route 1A): 25 MPH

    b. I-395: 60 MPH in Bangor, 65 MPH in Brewer

    c. Robertson Boulevard: 35 MPH

    d. Parkway South: 25 MPH

    e. Green Point Road: 25 MPH

2. The new bridges at Robertson Boulevard and Green Point Road shall each have an overall twenty-eight-foot (28') minimum curb-to-curb width, consisting of two (2) eleven-foot (11') travel lanes and two (2) three-foot (3') minimum shoulders.

    a. Approaches shall consist of a minimum of fifty feet (50') of full-depth reconstruction extending from the new bridge abutments. A subbase taper shall extend twenty-five feet (25') beyond the full-depth reconstruction. Any shoulder tapers to adjust from existing to proposed shoulder width shall occur within the full-depth roadway reconstruction limits. Shoulder tapers and guardrail layout shall adhere to applicable design standards.

3. The new bridge at Parkway South shall have an overall fifty-foot (50') minimum barrier-to-barrier width, consisting of two (2) twelve-foot (12') travel lanes, one twelve-foot (12') turn lane, two (2) four-foot (4') shoulders, and one (1) raised six-foot (6') sidewalk.

    a. Approaches shall consist of a minimum of fifty feet (50') of full-depth reconstruction extending from the new bridge abutments. A subbase taper shall extend twenty-five feet (25') beyond the full-depth reconstruction into twenty-five feet (25') of mill and overlay of existing pavement.

4. All three (3) bridge replacement sites, Robertson Boulevard, Parkway South and Green Point Road, shall include a crossing over both bounds of Interstate 395. Permanent bridge closure is not allowed.

5. 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 present.

6. The minimum longitudinal grade on the new bridges shall be one-half percent (0.5%). If a crest vertical curve is located on the new bridge, then the minimum grade shall be one percent (1%) and applies to the two legs coming into the crest curve.

7. The minimum vertical overhead clearance of the following bridges shall be sixteen-feet (16'-0"): Robertson Boulevard, Parkway South and Green Point Road.

8. The minimum vertical clearance of I-395 over CSX Railroad bridge shall be twenty-three feet (23'-0").

9. The minimum vertical clearance of I-395 over Penobscot River bridge shall be twenty-three feet (23'-0") over the railroad, seventy feet (70'-0") over the navigation channel, and sixteen feet (16'-0") over the roadway.

10. Vertical profile adjustments to Interstate 395 to achieve minimum vertical overhead clearances to the bridges are not allowed.

11. No reuse of existing piles is allowed for Robertson Boulevard, Parkway South, or Green Point Road.

12. No reuse of existing substructures is allowed for Robertson Boulevard, Parkway South, or Green Point Road.

13. New piers on the project shall be wall piers and meet the following geometry (See Figure 1):

    a. 3 Vertical:1 Horizontal batter of pier wall ends.

    b. A vertical face a minimum of 3 feet (3'-0") high at the top of each pier end face.

    c. Minimum three-foot (3'-0") pier wall thickness, including the recessed panel.

    d. Two-inch (2") recessed panel on each face with a three-foot (3'-0") edge distance from pier wall ends and bearing seat. Extend the recessed panel a minimum of one foot (1'-0") below the proposed finished grade.

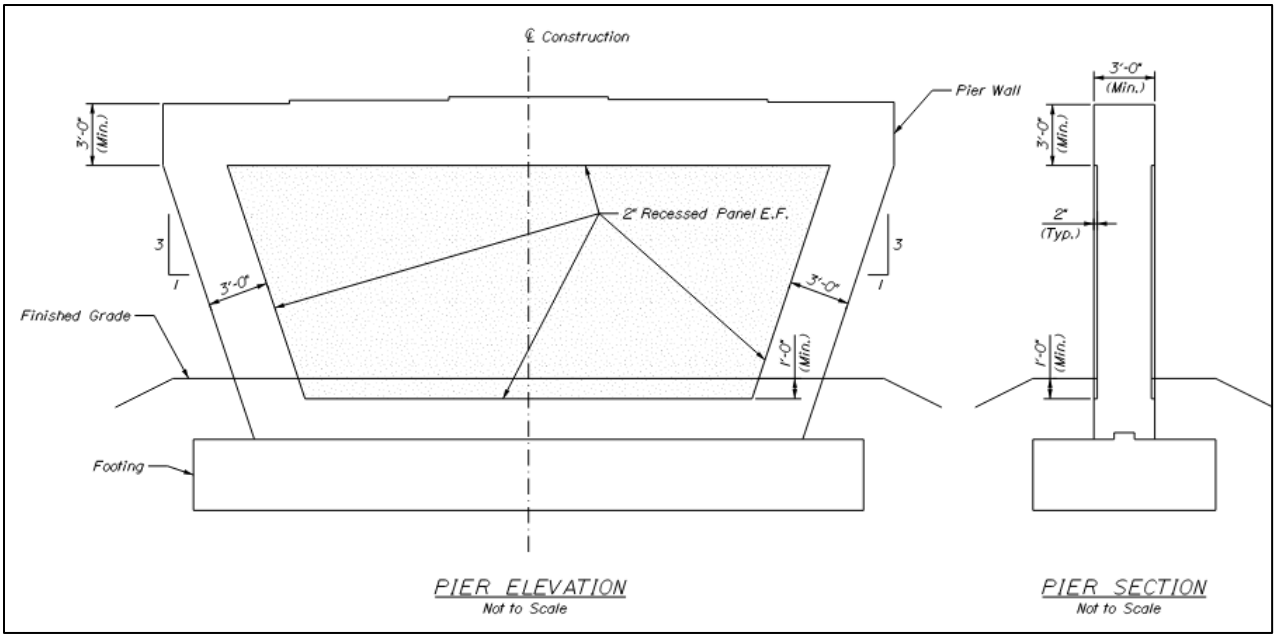

Figure 1 – Wall Pier Minimum Geometry

14. A 2" recessed panel with 3'-0" edge distance is required for full-height cast-in-place abutments. Extend the recessed panel a minimum of 1'-0" below the finished grade.

15. The design for the new bridges in the I-395 Bangor-Brewer Bridge Bundle shall not incorporate the following:

    a. Stay-in-place deck forms,

    b. Partial-depth concrete deck panels,

    c. Precast concrete box beams and slabs (voided or solid),

    d. Timber structural load-carrying elements,

    e. Two girder type superstructure systems, trusses, or other non-redundant type structures, or

    f. Kinked girders.

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

17. Longitudinal joints for expansion are not permitted.

18. Approach slabs are required on all Replacement Bridges.

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

20. The intersections with Parkway South and on- and off-ramps serving I-395 shall be

designed to accommodate a WB-67 design vehicle.

21. Empirical deck design is not permitted.

22. All new bridge rail and roadside safety hardware, such as guardrail, shall be MASH compliant.

23. New bearings on the I-395 bridge over the Penobscot River shall be disc bearings.

4. SCOPE OF DESIGN-BUILD WORK/PROJECT DESCRIPTION

4.1 Project Description

The I-395 Bangor-Brewer Bridge Bundle Project (the Project) includes the design and rehabilitation of three (3) bridges carrying Interstate 395 Eastbound and Westbound over Main Street, the Penobscot River, and a branch of CSX Railroad, and the design and construction of three (3) full replacement bridges carrying Robertson Boulevard, Parkway South and Green Point Road over Interstate 395 Eastbound and Westbound in Bangor and Brewer, Maine between Exit 3 and Exit 6. The project consists of six (6) Project Site locations.

In addition to the proposed bridge design and construction, the Project Limits at each Project Site includes the following:

1) I-395 over Main Street (Bridge 5799)
   a) Isolated substructure concrete repairs focusing on the corners of the abutments.
   b) Application of protective concrete coating to the substructure concrete.
2) I-395 over Penobscot River, CSX Railroad, and South Main Street (Veterans Remembrance Bridge 1558)
   a) Substructure concrete patching at Abutment 1, Abutment 2, and Pier 2.
   b) Metal bin wall repair and stabilization for the existing bin wall by South Main Street.
   c) Application of protective concrete coatings to all exposed substructure concrete surfaces and on new barriers and overhangs, and proposed concrete if used to stabilize existing metal bin wall.
   d) Removal and replacement of all bearings.
   e) Slope protection repairs at Abutment 2.
   f) Removal and replacement of deck overhangs, deck within the median area, railings, and barriers, roadway lighting, navigation lighting, and overhead sign structure(s). The limits of full-depth deck overhang removal and replacement shall extend to a minimum of the centerline of the fascia girder. The limits of full-depth deck removal and replacement within the median shall extend from the longitudinal centerline of the median barrier to the centerline of the first adjacent girder, each side of the barrier.
   g) Railing and barrier transitions at the existing wingwalls. A concrete end post can be used to transition from the proposed new bridge rail to the existing railing on the westbound Exit 3 Off Ramp.

h) Bridge drain replacement.

i) Removal and replacement of the bridge wearing surface and waterproofing membrane.

j) Deck patching as needed.

k) Inspection access repairs, including the catwalk near Pier 2 and the access ladder at Abutment 1.

l) Expansion joints removal and replacement.

3) I-395 over CSX Railroad

a) Substructure concrete patching on wingwalls and headwall.

b) Metal bin wall repair and stabilization.

c) Application of protective concrete coatings to the exposed substructure concrete including wingwalls, headwall and proposed concrete if used to stabilize existing metal bin wall.

4) Robertson Boulevard over I-395

a) Removal of the existing bridge.

b) Construction of approach roadway work.

5) Parkway South over I-395

a) Removal of the existing bridge.

b) Construction of approach roadway work.

6) Green Point Road over I-395

a) Removal of the existing bridge.

b) Construction of approach roadway work.

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 Low Bid 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 Low Bid 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 Low Bid General Conditions.

4.2.3 Utility and Other Third Party Coordination

In addition to the utility or other third party coordination anticipated beyond that specified in Subsection 105.1.1.3 Utility and Other Third Party Coordination of the Design-Build Low Bid 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 025311.00 – Penobscot Bridge (Route 15B/State Street over Penobscot River)
- WIN 025313.00 – Joshua Chamberlain Bridge (Union Street over Penobscot River)

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 Low Bid 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, accessible at https://www.maine.gov/dot/doing-business/design-build/i395, to convey information related to the Project. The documents posted on the website shall have the same force and effect as if included as an appendix to this RFP.

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:
    - Bridge No. 5799 – I-395 over Main Street
    - Bridge No. 1558 – I-395 over Penobscot River and South Main Street
    - Bridge No. 1559 – I-395 over CSX Railroad
    - Bridge No. 1560 – Robertson Boulevard over I-395
    - Bridge No. 1562 – Parkway South over I-395
    - Bridge No. 1563 – Green Point Road over I-395
2. Existing Right-of-Way plans.
3. Existing plans for the interstate and existing bridges.
4. Wetland delineation.
5. Concept plans showing substructure rehabilitation for I-395 over Main Street, I-395 over the Penobscot River and I-395 over CSX Railroad.

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. Four (4) Geotechnical Data Reports (GDRs) and four (4) historic geotechnical data reports.
2. One (1) Geotechnical Design Report from a former project, associated with the metal bin wall adjacent to Abutment 2 of the Veterans Remembrance Bridge.
3. Existing Conditions/Inspection Reports/Photos for the existing bridges in the I-395 Bangor-Brewer Bridge Bundle;
4. Traffic Data; and
5. Accident Data;

5.1.3 Geotechnical Data

Proposers are responsible for reviewing and analyzing the four (4) Geotechnical Data Reports (GDRs) as well as the four (4) historic geotechnical data reports. The GDRs are available for download at the Project website at https://www.maine.gov/dot/doing-business/design-build/i395. Soil samples and rock cores that were not submitted for laboratory testing are available for viewing by interested Proposers upon request at the Department's storage facility located at 219 Hogan Rd, Bangor. Arrangements for the viewing should be made through the Department's Contract Representative. The Proposer shall allow five (5) 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 (Winter 2027) based on the Project Design Requirements listed in Section 6 and the Environmental Requirements listed in Section 7:

1. NEPA Categorical Exclusion Certification.
2. US Army Corps of Engineers Nationwide General Permit Verification.

6. PROJECT DESIGN REQUIREMENTS

In addition to the requirements identified in Subsection 105.12 of the Design-Build Low Bid 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 Alignment 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. Temporary roadways shall meet standards outlined in Subsection 106.2.2.2 of the Design-Build Low Bid General Conditions, with posted speed limit signs if the design speed of the temporary roadway is less than existing conditions.

6.1.2 Pavement Design

The pavement composition at each site shall meet the following requirements:

1. 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 1½" 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 all pavement damage.
2. Reconstruction of Robertson Boulevard shall be constructed of 4" HMA over 20" ASCG and any fill material required below subgrade shall be common borrow, except in areas where structural excavation and granular borrow is required.

3. Reconstruction of Parkway South shall be constructed of 6" HMA over 24" Aggregate Base Course – Type C and any fill material required below subgrade shall be common borrow, except in areas where structural excavation and granular borrow is required.

4. Reconstruction of Green Point Road shall be constructed of 4" HMA over 20" ASCG and any fill material required below subgrade shall be common borrow except in areas where structural excavation and granular borrow is required.

5. Any necessary reconstruction of shoulder areas of I-395 Eastbound Exit 4 On-Ramp and I-395 Westbound Exit 4 Off-Ramp shall be 6" HMA over 24" Aggregate Base Course – Type C.

6. Rumble strips shall be installed along the median shoulder and outside shoulder along Interstate 395 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.

7. Interstate 395 shall be constructed with 8" HMA 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, or re-aligned.

6.2 Highway Design Features

1. No relocation or disturbance of the existing culverts under Interstate 395 is anticipated. However, 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/dot/programs-services/highway/highway-engineering).

2. Trees in the area bound by Interstate 395, WB Exit 3 Off-Ramp and WB Exit 3 On-Ramp from northbound Main Street (US Route 1A) shall be removed.

3. Shoulder cross slopes shall meet desirable criteria per Maine DOT Engineering Instructions C4.

4. Any approach subbase shall be daylit into ditches where practical. Where ditches are not practical, underdrain shall be installed.

5. Milled and overlaid pavement approaching bridge abutments shall be stepped in five-foot (5') increments to offset layer joints.

6. Pavement shall transition from mill and overlay to full depth reconstruction over a transition length of twenty-five feet (25').

6.3 Traffic Engineering

6.3.1 Traffic Management Plan

The Design-Builder is responsible for implementing traffic control plans and detour plans in the Proposer's Technical Proposal. 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 Low Bid General Conditions and the following:

1. Interstate 395 Traffic Management:

    a. The work zone speed limit on Interstate 395 within the project limits shall be 55 mph during construction.

    b. 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, except as otherwise noted.

    c. Three (3) twelve-foot (12') minimum paved lanes and two (2) two-foot (2') minimum paved shoulders in each direction shall be maintained across Veterans Remembrance Bridge until after January 1st, 2028 or the substantial completion of WIN 025311.00 and WIN 025313.00 (see Section 4.2.3 on third party coordination.)

    d. The number of lanes across Veterans Remembrance Bridge may be reduced from three (3) lanes to two (2) lanes for a maximum of 1,000 consecutive Calendar Days, in each eastbound and westbound directions. The lane reduction duration shall begin the first day or portion of day that a lane is taken on I-395 between Exits 3 and 4, and shall end once three (3) twelve-foot (12') lanes and two (2) two-foot (2') shoulders are opened to traffic. Durations for eastbound and westbound lane closures shall be measured separately and may occur concurrently. The noted duration is inclusive of any additional lane reductions and adjacent ramp closure allowances noted herein. If a shorter closure duration is identified in the Proposal, on Form D – Price 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.

    e. If a construction stage along Veterans Remembrance Bridge requires two (2) lanes in one (1) direction to be split by a center lane work zone, a minimum of one (1) twelve-foot (12') minimum paved lane and two (2) two-foot (2') minimum paved shoulders shall be maintained for each lane between barriers.

    f. Single lane closures on Interstate 395 between Exits 4 and 6 are permitted nightly, without penalty, between 8:00 PM and 5:00 AM.

    g. Single lane traffic on both Interstate 395 eastbound and westbound between Exits 3 and 4 is permitted without penalty in the following isolated locations and/or under the following conditions:

        1. During the overnight period between 8:00 PM and 5:00 AM between September 15th and May 15th, and when not coinciding with Maine

Savings Amphitheater events, when the Contractor is actively working, an additional one (1) lane closure in either direction is permitted without penalty across Veterans Remembrance Bridge, with a minimum of one (1) twelve-foot (12') minimum paved lane and two (2) two-foot (2') minimum paved shoulders maintained in each direction. Any such lane closure shall be requested by the Design-Builder, to the Resident, a minimum of 30 Calendar Days in advance of the intended lane closure for consideration of potentially high traffic volumes from adjacent events. No guarantee is made that a lane closure request will be approved.

2. I-395 eastbound traffic may be reduced from two (2) lanes to a single (1) lane of traffic over the Main Street Bridge, adjacent to the Exit 3A-B On-Ramp weave to allow On-Ramp traffic to have a dedicated lane approaching Veterans Remembrance Bridge.

3. The righthand lane of I-395 eastbound traffic may be "Exit Only" at the eastbound Exit 4 Off-Ramp, resulting in a single lane of I-395 through traffic adjacent to this Off-Ramp. An additional lane of I-395 eastbound traffic shall be opened immediately east of the Exit 4 eastbound Off-Ramp.

4. I-395 westbound traffic may be reduced from two (2) lanes to a single (1) lane of traffic over/near the CSX Railroad Bridge, following the Exit 4 westbound ramp, to allow Exit 4 westbound On-Ramp traffic to have a dedicated lane approaching Veterans Remembrance Bridge.

5. The righthand lane of I-395 westbound traffic may be "Exit Only" at the westbound Exit 3 Off-Ramp, resulting in a single lane of I-395 through traffic adjacent to this Off-Ramp. An additional lane of I-395 westbound traffic shall be opened immediately west of the Exit 3 westbound Off-Ramp.

h. Full closures of Interstate 395 within the project limits 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. 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.

2. Interstate I-395 Exit 3, 4, & 5 Ramp Traffic Management:

a. The On-/Off-Ramps at Exits 3, 4, and 5 shall remain open at all times with one (1) twelve-foot (12') minimum paved lane and two (2) two-foot (2') minimum paved shoulders, except as otherwise noted herein.

b. Overnight closures of Exit 4 On-/Off-Ramps are permitted nightly between 9:00 PM and 5:00 AM, without penalty. The Design-Builder shall warn motorists of the impending ramp closures and implement a detour to direct traffic to the I-395, Exit 3 or 5 interchanges.

c. The Design-Builder may request, from the Resident, overnight closures of the eastbound Exit 3 on-ramp and westbound Exit 3 Off-Ramp between 9:00 PM and 5:00 AM, without penalty. Any such ramp closure shall be requested by the Design-Builder, to the Resident, a minimum of 30 Calendar Days in advance of the intended ramp closure for consideration of potentially high traffic volumes from adjacent events. No guarantee is made that a requested ramp closure will be approved. The Design-Builder shall warn motorists of the impending ramp closures and implement signage to direct traffic to use the Union Street Bridge and the I-395, Exit 4 interchange.

d. Concurrent full closure of the EB Exit 3 On-Ramp (from Farm Road) and EB Exit 3 On-Ramp (from C-D Roadway) is permitted for one occurrence for a maximum duration of 105 days between September 15th and May 15th, without penalty. The temporary detour shall use Main Street (US Route 1A), Cedar Street, Union Street (US Route 1A), South Main Street (State Route 15), and the EB Exit 4 On-Ramp.

e. Full closure of the WB Exit 3 Off-Ramp is permitted for one occurrence for a maximum duration of 105 days between September 15th and May 15th, without penalty. The temporary detour shall use the WB Exit 4 Off-Ramp, South Main Street (State Route 15), Short Street, Hodson Street, Cedar Street, and Main Street (US Route 1A).

f. Concurrent ramp closures shall not be permitted, with the exception of the concurrent eastbound Exit 3 ramps (Farm Road and the C-D ramp).

g. Closure of the Exit 5 ramps is not allowed.

h. The EB Exit 5 Off-Ramp approach lanes to Parkway South shall remain open at all times with two (2) twelve-foot (12') minimum paved lane and two (2) two-foot (2') minimum paved shoulders, with the exception of:

    i. A single lane closure on the EB Exit 5 Off-Ramp is permitted nightly, without penalty, between 8:00 PM and 6:00 AM.

    ii. A single lane closure on the EB Exit 5 Off-Ramp is permitted long-term, without penalty, if temporary traffic signal control is implemented and operational at the intersection of Parkway South and EB Exit 5 On-/Off-Ramps.

i. Acceleration lanes shall be maintained to existing condition or minimum AASHTO required length, whichever is shorter, at all times to allow ramp traffic to merge with interstate traffic at highway speeds. Deceleration lane length may be reduced based on work zone speed limits to accommodate necessary interstate maintenance of traffic. Auxiliary lanes on Veterans Remembrance Bridge (between the EB Exit 3A-B On-Ramp and EB Exit 4 Off-Ramp in the eastbound direction and the WB Exit 4 On-Ramp and WB Exit 3 Off-Ramp in the westbound direction) shall be a minimum of 800 feet in length.

j. Exit 3 and 4 ramps shall remain open until after January 1st, 2028 or the substantial completion of WIN 025311.00 and WIN 025313.00 (see Section

4.2.3 on third party coordination.)

k. Shoulder closures of the WB Exit 4 Off-Ramp and EB Exit 4 On-Ramp shall be protected with temporary barrier.

3. Main Street (US Route 1A) Traffic Management:

   a. Two (2) eleven-foot (11') minimum paved lanes in each direction, two (2) one-foot (1') minimum paved shoulders, and a single five-foot (5') minimum sidewalk, on the west side of the roadway shall be maintained at all times during construction.

   b. Interstate 395 Eastbound Exit 3B Off-Ramp traffic may be stop controlled at the intersection with Main Street to accommodate temporary traffic control patterns. If stop control is installed, stop ahead signage with a "New" orange construction sign shall be installed upstream of the new stop sign and stop bar.

   c. Pedestrian access through the site, along Main Street (US Route 1A), shall be provided at all times, inclusive of any temporary lane closures of vehicular traffic through the use of flaggers.

4. South Main Street (State Route 15) Traffic Management:

   a. One (1) eleven-foot (11') minimum paved lane and two (2) one-foot (1') minimum paved shoulders in the northbound direction and two (2) eleven-foot (11') minimum paved lanes and two (2) one-foot (1') minimum paved shoulders in the southbound direction plus a single five-foot (5') minimum sidewalk on the east side of the road shall be maintained at all times during construction.

   b. The Interstate 395 Eastbound Exit 4 Off-Ramp may be stop controlled to accommodate temporary traffic control patterns.

   c. Pedestrian access through the site, along South Main Street (State Route 15), shall be provided at all times, inclusive of any temporary lane closures of vehicular traffic through the use of flaggers.

5. Parkway South Traffic Management:

   a. One (1) twelve-foot (12') minimum paved lane in both directions, two (2) two-foot (2') minimum paved shoulders, and a single five-foot (5') minimum sidewalk on the west side of the roadway shall be maintained at all times during construction.

   b. The intersections of Interstate 395 EB Exit On-/Off-Ramps and Interstate 395 WB Exit On-/Off-Ramps along Parkway South shall accommodate a WB-67 design vehicle during construction, with the exception of:

      i. The right turn movement from the Interstate 395 EB Exit Off-Ramp onto Parkway South may accommodate a BUS-40 design vehicle if a truck detour accommodating a WB-67 design vehicle via Exits 4 and 6 is implemented.

   c. Lane closures on Parkway South shall not be permitted while full closures and

detours are in place on Robertson Boulevard and/or Green Point Road.

d. Pedestrian access through the site, along Parkway South, shall be provided at all times, inclusive of any temporary lane closures of vehicular traffic through the use of flaggers.

e. Vehicular access to residences, businesses and private utility corridors within the project limits shall be maintained at all times unless otherwise approved by the Resident.

6. Robertson Boulevard and Green Point Road Traffic Management:

a. Full closure of Robertson Boulevard over I-395 is allowed without penalty for duration of two-hundred fifty (250) consecutive Calendar Days, inclusive of Holidays and Holiday weekends.

b. Full closure of Green Point Road over I-395 is allowed without penalty for duration of two-hundred fifty (250) consecutive Calendar Days, inclusive of Holidays and Holiday weekends.

c. Full closure of Robertson Boulevard over I-395 and Green Point Road over I-395 may occur concurrently.

d. The Robertson Boulevard and Green Point Road Bridges will be considered Substantially Complete when two lanes are open to traffic and the following items are complete, in place, inspected and accepted: bridge rail and bridge rail transitions, approach and bridge base pavement, temporary pavement ramps (if applicable), and approach guardrail.

e. Before and after bridge closures, alternating one-way traffic using flaggers will be allowed for work activities as approved by the Resident.

f. The temporary detour for Robertson Boulevard shall use Parkway South, Wilson Street (US Route 1A), South Main Street (State Route 15), and Baker Boulevard.

g. The temporary detour for the East Coast Greenway bike route on Robertson Boulevard shall use Elm Street and South Main Street (State Route 15).

h. The temporary detour for Green Point Road shall use Dirigo Drive, Parkway South, and Wiswell Road/Elm Street.

i. Vehicular access to residences, businesses and private utility corridors within the project limits shall be maintained at all times unless otherwise approved by the Resident.

j. 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.

k. Improvements at the intersection of Elm Street, South Brewer Drive, and Parkway South shall include the following:

i. Installation of “Stop Ahead” signs on the approaches from Parkway

South, EB Elm Street, and South Brewer Drive.

ii. Installation of temporary orange flags above the existing stop signs on all approaches when the detours are being used.

iii. Perform minimal clearing and limbing to ensure visibility of the stop signs.

iv. Installation of stop bars at all four stop signs in the intersection.

7. All lane restrictions, road closures, and temporary closures to pedestrian facilities shall be coordinated with the Department's Communications Office as well as City of Bangor or City of Brewer prior to implementation as defined in Subsection 104.4.10 of the Design-Build Low Bid 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

   All coordination with, and notifications sent to, the City of Brewer shall at a minimum be sent to the following email addresses.

   c. eglidden@brewermaine.gov

6.3.2 Signs: Guide, Warning, and Regulatory

No additional signage other than that specified in Subsection 105.12.7.2 of the Design-Build Low Bid General Conditions is required, with the exception of the following:

1. Existing bridge-mounted signs on the Robertson Boulevard Bridge shall be reused and remounted onto new bridge-mounted sign equipment/brackets in the final condition.

2. Existing bridge-mounted signs on the Green Point Road Bridge shall be dismounted from the bridge and post-mounted during construction. Existing bridge-mounted signs shall be reused and remounted onto new bridge-mounted equipment/brackets in the final condition.

3. The overhead sign structure on Veterans Remembrance Bridge shall be replaced. Existing signs shall be mounted to the new structure in the final condition. Temporary signage, with the same message/direction as the existing overhead signs, shall be installed and maintained during construction.

6.3.3 Pavement Markings

Recessed Polyurea markings are required on Interstate 395. Temporary pavement markings for long-term, over the winter applications shall only be Epoxy Resin or Polyurea paint. No additional pavement markings other than those specified in Subsection 105.12.7.3 of the Design-Build Low Bid General Conditions are required.

6.3.4 Traffic Signals

No permanent traffic signals are required for this Project. If temporary traffic signals are utilized, signals shall be designed and constructed in accordance with the requirements specified in Subsection 105.12.7.4 of the Design-Build Low Bid General Conditions.

6.3.5 Traffic Studies

No traffic studies are required of this project, other than those specified in Subsection 105.12.7.5 of the Design-Build Low Bid General Conditions.

6.3.6 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 fixtures in accordance with Standard Specifications Section 634.

All impacted lighting shall be replaced, and supplemented as necessary, to meet current MaineDOT and AASHTO lighting design requirements. Existing lighting levels shall be maintained at all times during construction using temporary lighting meeting current MaineDOT and AASHTO requirements.

6.4 Geotechnical Design and Construction

6.4.1 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 Low Bid General Conditions, project bridge foundations, retaining walls (new and rehabilitated), soil and bedrock cut and fill slopes, embankments, instrumentation programs, and soil modification shall be designed in accordance with the current versions of the AASHTO LRFD Design Specifications, FHWA Geotechnical Engineering Circulars and the FHWA Design and Construction of Driven Pile Foundations.

6.4.2 Preliminary Geotechnical Investigations by Department

It is the intent of this Section to convey known and available information regarding the subsurface conditions at the project sites.

The Department has completed four GDRs for the Project. This preliminary geotechnical investigation included fifteen (15) borings and collection of structural bedrock geologic data as follows:

1. Robertson Boulevard Bridge project site:
    a. Two (2) borings approximately 8 feet behind the existing bridge abutments, through the pavement on Robertson Boulevard.
    b. One (1) boring drilled through the Robertson Boulevard bridge deck

approximately 10 feet south of the existing Pier, in the I-395 median.

2. Green Point Road Bridge project site:
   a. Three (3) borings approximately 13 to 18 feet behind the existing bridge abutments, through the pavement on Green Point Road.
   b. One (1) boring drilled through the Green Point Road bridge deck approximately 12 feet north of the existing Pier, in the I-395 median.
3. Parkway South Bridge project site:
   a. Two (2) borings drilled approximately 8 to 18 feet behind the existing bridge abutments, through the pavement on Parkway South Road.
   b. One (1) boring drilled through the Parkway South bridge deck approximately 11 feet east of the existing Pier, in the I-395 median.
   c. Structural bedrock geologic data for the bedrock exposed below the existing bridge abutments.
4. I-395 over CSX Railroad project site:
   a. Two (2) borings drilled from the South Main Street on-ramp to I-395 eastbound.
   b. Three (3) borings drilled from the I-395 westbound off-ramp to South Main Street.

Soil samples and bedrock cores (where applicable) were collected in each boring. Recovered soil samples and bedrock cores, which were not submitted for laboratory testing, are available for viewing through the Contract Representative, as noted in Section 5. The boring location plan, boring logs, photographs of the recovered bedrock core, the results of the laboratory soil and bedrock tests, and structural bedrock geologic data are presented in the GDRs.

6.4.3 Supplemental Geotechnical Investigations

A Supplemental Geotechnical Investigation will not be conducted by the Department for this Project.

6.4.4 Final Geotechnical Investigations

Final geotechnical investigations for the Project shall be conducted by the Design-Builder in accordance with Subsection 105.12.8.2 of the Design-Build Low Bid General Conditions. Final geotechnical investigations should supplement existing boring data such that the minimum requirements of AASHTO LRFD are met. The Design-Builder must receive permission from property owners before any additional geotechnical investigations are completed on property not in the highway right-of-way or if additional geotechnical investigations within the highway right-of-way need to be accessed from property outside of the highway right-of-way.

6.4.5 Geotechnical Instrumentation Programs

A geotechnical instrumentation program in accordance with the requirements of Subsection 105.12.8.4 of the Design Build Low Bid General Conditions will be required for this Project if anticipated settlement exceeding one-inch (1") or slope instability that results in calculated factors of safety less than the minimum required under static and/or pseudo-static loading conditions, or if embankments or construction activities are expected to impact the existing bridge substructures and approach embankments, I-395, and/or the CSX Railroad.

If lightweight fill is used to meet post-construction settlement criteria, achieve minimum acceptable global stability factors of safety, and/or reduce lateral earth pressures, the lightweight fill shall be either expanded polystyrene (EPS) geofoam, expanded shale aggregate, low density cellular concrete (LDCC), or ultra-lightweight foamed glass aggregate (ULFGA). Soil modification in accordance with current AASHTO and FHWA standards will be permitted. Aggregate piers and rigid inclusions will not be permitted for support of structures (e.g., abutments, piers, and retaining walls). Preloads used to meet post-construction settlement criteria and/or achieve minimum acceptable global stability factors of safety are permitted and shall be designed in accordance with Subsections 105.12.8.4 and 105.12.8.5 of the Design-Build Low-Bid General Conditions.

6.4.6 Performance Criteria

Refer to Table 106-1 of the Design-Build Low-Bid General Conditions for post-construction settlement criteria. Settlement of the existing I-395 over CSX Railroad and I-395 over the Penobscot River bin walls due to the additional dead weight of the shotcrete wall facing should also be evaluated.

In addition to AASHTO requirements, the minimum required global stability factors of safety for the Project where the geotechnical parameters and subsurface stratigraphy are well-defined are:

- Permanent pseudo-static condition: 1.1
- Temporary static condition: 1.15
- Temporary pseudo-static condition: 1.0

6.4.7 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 wing walls shall be 1.75H:1V or flatter and shall be protected with riprap or a two-foot-thick layer of Crushed Stone in accordance with Standard Specifications Section 513, Slope Protection. The use of alternative slope protections (e.g., concrete slabs, concrete pavers, stone pavers) is not permitted.

6.4.8 Frost Protection

An alternative method for providing frost protection for footings by bearing the proposed footing on non-frost susceptible material with a thickness equal to the frost depth is not permitted.

6.5 Bridge Replacement Design and Construction

In addition to the requirements identified in Subsection 105.12.9 of the Design-Build Low Bid General Conditions and Section 3, the Design-Builder shall meet the following requirements for Robertson Boulevard, Parkway South, and Green Point Road:

6.5.1 General

1. The new bridges shall be designed for a minimum of 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 100-year service life.

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

3. Live load deflections for the bridges at Robertson Boulevard and Green Point Road shall be limited to L/800 per AASHTO LRFD. Live load deflection for the bridge at Parkway South shall be L/1000 per AASHTO LRFD.

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

4. Vertical clearances during construction shall not be less than 16'-0" or the existing vertical clearance, whichever is less.

5. Stainless Steel, Low-Carbon Chromium and/or Glass Fiber Reinforced Polymer (GFRP) reinforcing is required in all locations, except:

   a. Footings

   b. Buried approach slabs

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

   a. 1.5 inches to stirrups in precast concrete beams

   b. 1.5 inches in bottom of decks

   c. 3 inches for cast-in-place footings

7. A Class 2 exposure condition shall be used for concrete design.

8. Cast-in-place concrete for decks, curbs, sidewalks, and permanent barrier shall be Class A1. All other cast-in-place concrete may be Class A1 or Class A, unless noted otherwise.

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

    a. All exposed surfaces of concrete curbs and sidewalks,

    b. Fascias down to the drip notch,

    c. All exposed surfaces of concrete bridge rails,

    d. All exposed surfaces of concrete wearing surfaces,

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

10. All fatigue details shall be designed for infinite life in accordance with AASHTO LRFD.

11. 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.

6.5.2 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) for Parkway South over I-395 and four (4) for Robertson Boulevard over I-395 and Green Point Road over I-395.

3. If steel girders are proposed, they shall be fully coated by either hot-dip galvanizing or thermal spray coating (metallizing) systems, in accordance with Section 506 of the Standard Specifications. A topcoat is not required for hot-dip galvanized steel.

4. Weathering steel girders are not allowed.

5. Permanent bearing devices shall be limited to:

    a. Reinforced elastomeric bearings

    b. Disc bearings

6. The top surface of the new bridge decks at Robertson Boulevard, Parkway South and Green Point Road, not otherwise protected by a raised curb or sidewalk, shall be fully protected by a 3-inch bituminous wearing surface with a ¼" (nominal)

high-performance waterproofing membrane.

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

8. All bridge drains shall be FRP drains in accordance with Special Provision 502 in Appendix I.

9. For bridges with multiple spans, fixity is required at a pier.

10. Open joints (e.g. compression seals, gland seals, finger joints, modular joints) are only permitted if the movement rating is greater than 2 inches. For movement ratings of 2 inches or less, integral, semi-integral, or slab over backwall detailing is required.

11. Bridge rail systems shall be MaineDOT 3-Bar steel bridge railing, including steel approach railings.

    a. Snow fencing shall be used in conjunction with open bridge rails along sections of railing that pass over roadways, to a distance ten feet (10') beyond the edge of pavement on the roadway below.

    b. Anti-climb fence, similar to existing, shall be used on the sidewalk side of Parkway South for the full length of the bridge.

12. The Parkway South Bridge over I-395 shall be designed to support the installation of a waterline attached to the superstructure. The type, size, location, and hanger details shall be coordinated with the City of Brewer Water Department. See section 8.1 for additional information.

6.5.3 Substructure

1. A two-foot and six-inch (2'-6") maintenance shelf shall be placed at the face of each integral or stub abutment; the maintenance shelf is not required for full-height abutments or abutments perched on exposed bedrock outcrops.

2. Substructures within the clear zone of any roadway shall be designed for vehicular collision in accordance with AASHTO LRFD Bridge Specifications.

3. Abutment foundations shall not be supported on fill behind retaining walls of any type, unless supported by piles that transfer loads to competent material below the retained fill.

4. The stability of exposed bedrock below and directly adjacent to proposed footings shall be evaluated to determine the potential for planar sliding, wedge sliding and toppling failures to occur and the need for bedrock mass stabilization.

5. Geosynthetic Reinforced Soil Integrated Bridge Systems (GRS-IBS) will only be permitted if the face of the GRS wall is located beyond the clear zone of the underlying roadway (i.e., 30-ft from the edge of travel way) and also protected with

guardrail. All facing blocks shall be wet-cast concrete. If the Proposer desires to include GRS-IBS solutions, the details shall be presented through the ATC process.

6.5.4 Demolition of Existing Bridges

The existing bridges with spread footings on soil or pile foundations shall be removed to two feet (2') minimum below the finish grade. The existing abutments at Parkway South shall be removed in their entirety. 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 the new finished grade.

Unless Design-Builder testing proves otherwise, steel portions of the existing bridge shall be assumed to be coated with a lead-based paint system and handled in accordance with Section 105.12.9.5 Design-Build Low Bid General Conditions. The Design-Builder is responsible for the containment, proper management and disposal of all lead-contaminated hazardous waste generated by their work. The Design-Builder is responsible for implementing appropriate OSHA mandated personal protection standards related to this process.

6.5.5 Construction

There are no U.S. Coast Guard (USCG) or Federal Aviation Administration (FAA) requirements for these replacement bridges.

6.6 Bridge Rehabilitation Design and Construction

In addition to the requirements identified in Subsection 105.12.9 of the Design-Build Low Bid General Conditions and Section 3, the Design-Builder shall meet the following requirements for Main Street, Veterans Remembrance, and CSX railroad:

6.6.1 General

1. The Modified Strength I limit state, as specified in the MaineDOT BDG shall be used for design of new components.

2. Vertical clearances during construction shall not be less than twenty-three feet (23'-0") over railroad locations and sixteen feet (16'-0") over roadway crossings.

3. Low-Carbon Chromium reinforcing is required in all locations, except:

    a. Buried approach slabs
    b. Deck overhang and median reconstruction
    c. Bars added to concrete patches shall match existing rebar in element.

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

    a. 1.5 inches in bottom of decks

5. A Class 2 exposure condition shall be used for concrete design.

6. Cast-in-place concrete for decks, curbs, and permanent barrier shall be Class A1. All other cast-in-place concrete may be Class A1 or Class A, unless noted otherwise.

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

    a. All exposed surfaces of concrete curbs for I-395 over the Penobscot River,

    b. Fascias down to the drip notch for I-395 over the Penobscot River,

    c. All exposed surfaces of concrete bridge barriers for I-395 over the Penobscot River,

    d. All exposed surfaces of abutments and wingwalls to existing grade.

    e. All exposed surfaces of the piers to existing grade or to Elevation 9.0 when over the Penobscot River, including piers where substructure concrete repairs were not performed.

    f. Headwalls and Wingwalls at the CSX frame. Protective coating is not required on the inside and top faces of the frame over CSX Railroad.

    g. Shotcrete or cast-in-place concrete if used to stabilize the existing metal bin walls at I-395 over the Penobscot River or I-395 over CSX.

8. All fatigue details shall be designed for infinite life in accordance with AASHTO LRFD.

9. 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.

6.6.2 Superstructure

1. Deck rehabilitation for I-395 over Penobscot River includes the following:

    a. Remove and reconstruct the bridge railing, curb, median barrier, deck overhang, and portion of deck beneath the central girders supporting the median barrier. The Design-Builder is responsible for determining transverse limits of overhang construction on both fascias and within the median. At minimum, the reconstruction shall extend to the center of the nearest girder line.

    b. 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.

c. Remove and reconstruct deck ends, full depth, to accommodate deck expansion joint replacement. Approach slabs shall also be reconstructed to accept the new deck joint where required.

d. All reinforced concrete bridge decks that are to remain shall be rehabilitated to address current conditions and deterioration. The rehabilitation shall include removal of deteriorated, spalled, and delaminated concrete and patching with appropriate methods. All patches shall be made in accordance with the Design-Build Special Provision Section 518 – Structural Concrete Repair. The Contractor shall develop patching methods and include in the design submissions for review and comment.

e. Areas for repair shall be determined and agreed on by the Design-Builder and Resident during construction; the Resident must approve changes in the repair quantity beyond what is shown or assumed. The perimeter of any removal areas shall be saw cut a minimum of 1 inch to provide a clean edge for placing repair materials.

f. Estimated areas for concrete repair covered under Design-Build Special Provisions Section 518 – Structural Concrete Repair are provided in Form D for the purpose of developing a Bid Price. The design-builder will be paid based on the actual quantity of repairs performed.

g. Rehabilitated bridge decks shall utilize a 3-inch bituminous wearing surface with ¼-inch (nominal) high-performance waterproofing membrane.

h. Remove and replace bridge drains. Proposed bridge shall have FRP drains.

i. Bridge rail transitions shall occur off the superstructure. An end block may be constructed on the wingwall for the transition by the WB Exit 3 Off-Ramp to avoid replacing the railing down the ramp.

2. Bearing replacement for I-395 over Penobscot River:

   a. Refer to Subsection 3.1 for bearing type requirements. Existing anchor bolts shall not be reused for the proposed bearings. Anchor bolts shall be cut flush with the top of concrete and painted with galvanizing.

   b. Any concrete repairs at bearing locations shall be repaired per Section 6.6.3.

3. Expansion Joint replacements for I-395 over Penobscot River:

   a. Existing finger joints at Pier 2 and Abutment 2 shall be replaced with modular joints.

   b. Neoprene curtain troughs at Pier 2 and Abutment 2 shall be removed with the existing finger joints.

c. The existing compression seal joint at Abutment 1 shall be replaced (joint rails, armoring, anchorage, and seal).

4. Overhead sign support for I-395 over Penobscot River:

   a. The existing overhead sign support shall be removed and replaced. The sign support and connection to the bridge shall be designed per the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. Guide signs shall conform to Section 6.3.2.

5. The Design-Builder shall submit an updated load rating report for I-395 over Penobscot River including HL-93, EV2, EV3, and MaineDOT's 10 RPV load configurations if loads change from existing. Results shall be provided with the Department's standard load rating summary form. The Design-Builder is not responsible for strengthening the bridge to meet a 1.0 rating factor.

6. Updated load rating reports are not required for I-395 over Main Street and I-395 over CSX Railroad.

6.6.3 Substructure

1. Substructure concrete repairs include the following:

   a. Substructure concrete repairs shall occur at the following locations:

      - I-395 over Main Street: Abutment 1, Abutment 2 and wingwalls. Repairs are not required on retaining wall that runs parallel to I-395 WB Exit 3 On-Ramp.
      - I-395 over Penobscot River: Abutment 1, Abutment 2 and Pier 2.
      - I-395 over CSX: All wingwalls and the headwall. No repairs are required inside the frame over CSX Railroad that would foul the track.

      The rehabilitation shall include removal of deteriorated, spalled, and delaminated concrete and patching with appropriate methods. All patches shall be made in accordance with the design-build special provisions Section 518 – Structural Concrete Repair. The Design-Builder shall develop patching methods and include in the design submissions for review and comment.

   b. The drainage troughs and channels at I-395 over Penobscot River Pier 2 and Abutment 2 shall be removed to repair the concrete beneath.

   c. Estimated areas for concrete repair covered under Design-Build Special Provisions Section 518 – Structural Concrete Repair are provided in Form D for the purpose of developing a Bid Price. The Design-Builder will be paid based on the actual quantity of repairs performed.

2. Metal Bin Wall Repairs:

    a. Existing metal bin walls on the four corners of the I-395 over CSX Railroad Bridge shall be stabilized through the use of a soil nail wall and a shotcrete facing.

    b. Existing metal bin wall by South Main Street and Abutment 2 of the I-395 over the Penobscot River Bridge shall be stabilized through the use of a soil nail wall and a shotcrete facing. The shotcrete facing shall be sculpted or a reinforced cast-in-place facing shall be added over the shotcrete.

    c. Vegetation growing on existing metal bin walls shall be removed.

3. Access Repairs

    a. The existing catwalk at Veterans Remembrance Pier 2 shall be rehabilitated to address deterioration and loose connections. Members with section loss shall either be replaced or plated to address deterioration. Safety rails shall be added to the catwalk as required per OSHA.

    b. Existing access ladder at Veterans Remembrance Abutment 1 shall be replaced and shall conform to the latest OSHA requirements.

    c. Timber shall not be used for the access repairs. Corrosion protection shall be used on new elements of catwalk and ladders and on existing catwalks located within 10-feet of an expansion joint.

4. Slope Protection Repairs

    a. Existing slope protection in front of Abutment 2 at the Veterans Remembrance Bridge shall be removed and replaced with suitable material. Transverse limits shall extend 7 feet past the fascia to match the existing.

5. The Design-Builder is not responsible for performing scour analysis or revetment for I-395 over the Penobscot River.

6.6.4 Construction

USCG coordination is required over the Penobscot River per 33 CFR Subchapter J (Parts 114-118). The Design-Builder shall be responsible for coordinating with the USCG.
Due to the close proximity of the Project to Bangor International Airport, FAA coordination may be required per 14 CFR Part 77 for some construction activities. The Design-Builder shall be responsible for coordinating with the FAA when required.

6.7 Retaining Walls

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

6.8 Drainage

All drainage included in this Project shall meet the requirements of Subsection 105.12.11 of the Design-Build Low Bid 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/dot/programs-services/highway/highway-engineering)

6.9 Survey

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

6.10 Special Detours

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

6.10.1 Additional Design and Performance Criteria

In addition to the requirements identified in Subsection 105.12.1.2 of the Design-Build Low Bid 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 eastbound and westbound Interstate 395 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. For existing recessed polyurea striping, use black tape to black it out. Grind all other conflicting pavement markings.

3. Where existing pavement markings have been removed to provide temporary pavement markings for maintenance of traffic, mill and overlay within the limits of work before installing new 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. Global stability shall be in accordance with AASHTO LRFD Bridge Design Specifications.

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.

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

11. Special Detours shall be constructed to protect the travel lanes below.

12. If a temporary bridge is used at Parkway South it shall satisfy the following requirements:

    - Abutments and piers shall be located outside the clear zone or otherwise protected by a barrier system.

    - Drainage on the temporary bridge shall be collected and not discharged onto roadway below.

6.10.2 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.

6.10.3 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.

6.11 Navigation Lighting

Navigation lighting that marks the bridge for vessel traffic must remain operational, visible, and aligned with United States Coast Guard (USCG) requirements for the duration of construction. In permanent condition, lighting may be affixed to the outermost edges of the bridge deck or the outermost stringers, provided all visibility requirements are met. The Sealite Bridge Lighting Kit

(SL-BRK) or approved equal shall be used in the permanent condition. Temporary lighting must remain in place until permanent lighting has been tested for compliance with USCG requirements.

7. ENVIRONMENTAL

7.1 Environmental Compliance and Mitigation

The Design-Builder shall comply with the requirements of Section 105.8 of the Design-Build Low Bid 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 the Project area pursuant to Section 106. None of the bridges are historic and bridge work is covered by the FHWA Program Comment for Common Post-1945 Concrete and Steel Bridges. If the Design-Builder's Proposal includes work outside the Project Limits at each Project Site or does not meet the requirements and assumptions listed below additional Section 106 consultation and NEPA Re-evaluation may be required.

1. Bridge No. 5799, Main St./US Route 1A. The Department determined that the proposed project meets the criteria of the Programmatic Agreement with FHWA and MHPC pursuant to Section 106 provided that work is routine maintenance and repair that restores original conditions with no visual changes apparent and no impact to previously undisturbed ground.
2. Bridge No. 1559, I-395 over CSX Railroad. The Bucksport Railroad /Maine Central Railroad - Bucksport Branch is eligible for listing in the National Register of Historic Places. No permanent impacts to the railroad are expected. Temporary agreements to access railroad right-of-way are anticipated. Any other temporary or permanent alterations or rights on the railroad require 60 days from receipt of plans for Section 106 and NEPA re-evaluation. No archaeological resources identified.
3. Bridge No. 1558, I-395 over Penobscot River. No historic architectural properties identified (pending concurrence from Maine Historic Preservation Commission-MHPC). Archaeological review of Substructure repairs and construction access at southwest corner pending.
4. Bridge No. 1560 Robertson Boulevard, Bridge No. 1562 Parkway South, Bridge No. 1563 Green Point Road. No historic architectural properties identified (pending MHPC concurrence). No archaeological resources identified.

7.3 Section 4f of the US Department of Transportation Act (Section 4f)

The Department has reviewed the Project area pursuant to Section 4f. If the Design-Builder's Proposal includes work outside the Project Limits at each Project Site or does not meet the requirements and assumptions listed below additional Section 4f consultation and NEPA Re-evaluation may be required.

1. Bridge No. 1558, I-395 over Penobscot River. The Bangor Rail Trail on northern side of bridge is protected by Section 4f of the USDOT Act. The Design-Builder shall avoid all temporary and permanent impacts to the trail, including temporary modifications of access or limitations to use of the Rail Trail. Any of these impacts require 60 days from receipt of plans and information on why impacts are unavoidable for Section 4f review/consultation and NEPA re-evaluation.
2. Bridge No. 1559, I-395 over CSX Railroad. The Bangor & Bucksport Railroad/Maine Central Railroad - Bucksport Branch is protected by Section 4f. An agreement with CSX Railroad to access the right-of-way is expected to be required. Any other temporary or permanent rights or any alteration of the railroad will require 60 days from receipt of plans and information on why impacts are unavoidable for Section 4f review/consultation and NEPA re-evaluation.
3. Bridge No. 1560 Robertson Boulevard, Bridge No. 1562 Parkway South, Bridge No. 1563 Green Point Road, Bridge No. 5799, Main St./US Route 1A. No Section 4f resources identified.

7.4 Stormwater Management Requirements

The Project area is not located within an Urban Impaired Stream watershed. All the 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).

1. The Design-Builder shall maintain existing drainage patterns to the extent practical and shall submit information describing any changes to the runoff/drainage patterns.

2. The Design-Builder shall provide calculations for disturbed area and impervious area. as defined below.

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

   Routine maintenance. 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.

   Impervious area. "Impervious area" means the total area of a parcel covered with a low-permeability material that is highly resistant to infiltration by water, such as asphalt, concrete, or rooftop, and areas such as gravel roads and unpaved parking areas that will be compacted through design or use to reduce their permeability. Common impervious areas

include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and macadam or other surfaces which similarly impede the natural infiltration of stormwater.

3. If the *disturbed area* for all the bridges combined exceeds 1 acre AND the new (net) *impervious area* for all bridges and respective approaches combined exceeds 1 acre, the Design-Builder is responsible for incorporating design and treatment measures in accordance with Chapter 500 of Maine Department of Environmental Protection (DEP) Regulations, and the Maine DEP Stormwater Design Manual 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

7.5 Natural Resources Permitting

The Department has completed preliminary review of wetland and stream resources within the Project area.

1. Bridge No. 1560 Robertson Boulevard, Bridge No. 1562 Parkway South, Bridge No. 5799, Main St./US Route 1A. None present.

2. Bridge No. 1559, I-395 over CSX Railroad, Bridge No. 1563 Green Point Road, Bridge No. 1558, I-395 over Penobscot River. Resources present. The Department will provide additional information with the final RFP.

3. If the Design-Builder determines that they cannot complete the project without impacts to streams and wetlands, they shall design the Project to meet the parameters and conditions outlined in the Nationwide General Permit and Regional Conditions and Standard Specification 656, including, but not limited to, the following:

   a. 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.

   b. 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 vernal pools, wetlands and streams; a spreadsheet or table listing temporary and

permanent impacts by stationing and total impacts for the entire Project.

c. Impacts to wetlands and vernal pools will likely require In-Lieu Fee (ILF) Mitigation. Mitigation payments shall be the responsibility of the Design-Builder. Instructions for calculation ILF are at: https://www.maine.gov/dep/land/nrpa/ILF_and_NRCP/ILF/fs-in-lieu-fee.pdf

d. Projects that directly impact a portion of a Significant Vernal Pool aquatic habitat (the pool) must compensate for the entire significant vernal pool habitat area unless otherwise determined by the Department of Environmental Protection (DEP).

e. The Department will submit final plans and impacts with an avoidance and minimization narrative to the Maine DEP and USACE 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 ninety (90) calendar days for state and federal agency review after Award for wetland impacts. If the Design-Builder proposes to impact Significant Vernal Pool aquatic habitat, the Design-Builder shall allow one hundred twenty (120) days for state and federal agency review after Award.

7.6 Endangered Species Requirements

The Department has reviewed the Project area pursuant to Section 7 of the Federal Endangered Species Act and the State of Maine Endangered Species Act.

1. The Project is located within the range of federally listed Gulf of Maine Distinct Population Segment of Atlantic Salmon and is designated Critical Habitat.

   If the Design-Builder requires in-water work at Bridge #1558 for rehabilitation or construction access (including the use of barges), the Design-Builder shall meet design, construction, and consultation requirements in accordance with the Maine Atlantic Salmon Programmatic Consultation. The Design-Builder shall provide plans and information regarding in-water work to the Department as soon as practicable and shall allow 45 days from submittal for ESA Consultation and NEPA re-evaluation.

   The Department determined that in-water work is not required to complete Bridge #1562, 1560, 1559, 5799, and 1563; therefore, work at these locations is expected to have No Effect to Atlantic salmon or its Critical Habitat.

2. 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 application 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.

3. The Project is located within habitat for Monarch Butterflies, a proposed federally endangered species. Habitats within the Project area were surveyed for milkweed, the host plants for Monarch larvae. The Design-Builder shall work with the Department to meet the requirements of the Endangered Species Act should Monarch Butterflies become listed during the Project.

4. State Endangered Peregrine falcons are present in the Project area and are known to nest on Bridge No. 1558, I-395 over Penobscot River. This may result in seasonal timing restrictions to avoid nesting (March 1-August 15) and/or other coordination with the Department and the Maine Department of Inland Fisheries and Wildlife to minimize impacts from construction activities. Additional information on Project requirements related to peregrine falcons, if applicable will be provided in the Final RFP.

7.7 Hazardous Materials

The Design-Builder is responsible for precautions to address worker health and safety in accordance with applicable regulations. The Department completed preliminary reviews of potential petroleum or hazardous waste issues.

1. Bridge No. 1560 Robertson Boulevard, Bridge No. 1562 Parkway South, Bridge No. 1563 Green Point Road. Data review suggests no issues with petroleum or hazardous waste should be encountered.
2. Bridge No. 1559, I-395 over CSX Railroad. Data review suggests potential presence of coal ash associated with railroad.
3. Bridge No. 5799, Main St./US Route 1A. Data review suggests potential presence of coal ash associated with railroad. Bridge is surrounded by spills, tanks and remediation sites. See Appendix H.
4. Bridge No. 1558, I-395 over Penobscot River. Data review suggests potential presence of coal ash associated with railroads, Bridge is surrounded by spills, tanks and remediation sites. See Appendix H.

7.8 Dredge Spoils Requirements

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

7.9 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 Low Bid 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).

7.10 National Environmental Policy Act (NEPA) Requirements

MaineDOT has and will continue to complete environmental reviews, consultations, and other actions required by applicable Federal environmental laws for this Federal-aid project pursuant to 23 U.S.C. 326 and a Memorandum of Understanding (MOU) executed by Federal Highway Administration (FHWA) and MaineDOT dated October 9, 2024.

MaineDOT made a preliminary determination that the NEPA Class of Action for each bridge 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 has primary responsibility for coordinating work with utilities. The Design-Builder shall communicate directly with the utilities regarding any utility work necessary to maintain the Design-Builder's schedule and prevent project construction delays. The Design-Builder shall provide the utilities reasonable time to plan for and conduct utility relocations.

It is the responsibility of the Design-Builder with the Utility, to lay out all the proposed locations in the field prior to the start of utility relocations. All adjustments are to be made by the respective utility unless otherwise specified by the utility.

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. Water service shall be maintained throughout construction. See the Maine Department of Transportation Utility Accommodation Rules for offset and clearance requirements. Costs for installation and materials shall not be included in the Price Proposal. See Section 105.1.1.3 Utility and Other Third-Party Coordination of the Low-Bid Design-Build General Conditions for additional information.

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 Low Bid General Conditions, Maine Department of Transportation Utility Accommodation Rules (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. RAILROAD COORDINATION

9.1 Design-Build Work Affecting Railroad Operations

The Project will span the railroad tracks owned and operated by CSX Transportation (The Railroad) at the I-395 over Penobscot River and I-395 over CSX bridges. The Design-Builder shall be responsible for coordinating all of its activities with the various parties so that there are no impacts to railroad operations, except as specifically approved by the Owners and Operators. For design features of the bridge, see Section 3 and 6.6.

The Design-Builder is responsible for coordinating reviews of design plans with CSX, through the Resident. The 80% Design Plans for structures passing over CSX property shall be reviewed by CSX. CSX Railroad shall be afforded 30 Calendar Days for the review. All comments made by CSX shall be addressed by the Design-Builder, to the satisfaction of CSX.

MaineDOT has a construction agreement between MDOT and CSX "**Fully Exec CSXT-MaineDOT_Construction Agreement_ME0090-WIN 029484.00**". All work performed within CSX right of way shall be conducted as per the construction agreement. This agreement can be found in Appendix J.

The Design-Builder shall be responsible for coordination of railroad flagging and shall contact the Railroad directly. MaineDOT will pay for up to 90-Days of railroad flaggers at each of the two railroad crossing locations, for a total of 180-Days. The Design-Builder is responsible for any additional payment associated with additional days of railroad flaggers.

It is the policy of the Maine Department of Transportation that all construction projects involving a railroad comply with the pre-construction coordination requirements outlined in the **"Railroad EngResPM Project Sign-Off Form, Revision 3.**" The Design-Builder shall be responsible for satisfying all requirements of the checklist for each bridge site. The completed checklist shall be maintained by the Resident Engineer. No construction activities within railroad right-of-way shall commence until all checklist requirements have been completed and documented. The "Railroad EngResPM Project Sign Off Form, Revision 3" document can be found in the Appendix J.

The Design-Builder's attention is directed to the fact that the Railroad has expressed its concern for settlement of any of its facilities in the Project area and the need for uninterrupted service on all rail lines.

The Design-Builder shall provide design and construction procedures for all erection, hoisting and demolition on, over, or adjacent to railroad tracks. See Appendix J.

The Design-Builder shall provide design and construction procedures for all permanent and temporary facilities adjacent to railroad tracks. See Appendix J.

9.2 Railroad Protection Insurance

The Design-Builder shall be responsible for coordination and procuring the necessary Railroad Protection Liability Policies (insurance) and entering into an agreement.

9.3 Railroad Contact

CSX Contact: Kevin Lewandowski
kevin.lewandowski@collierseng.com (484) 567-7657

10. RIGHT-OF-WAY

10.1 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 Low Bid General Conditions.

10.2 Property Acquired by Department

Temporary Right-of-Way along the access road from Main Street, near the Bangor Wastewater Treatment Plant and leading to Veterans Remembrance Pier 2 by the Penobscot River is being acquired by the Department. Soil improvements may be required to access from Bangor Wastewater treatment plan and access shall be coordinated with the City of Bangor.

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

11. ROADWAY AND BRIDGE WARRANTY

11.1 Approach Roadway Warranty

The Design-Builder shall provide a Warranty for the Approach Roadway in accordance with Section 106.3 of the Design-Build Low Bid General Conditions.

11.2 Bridge Warranty

The Design-Builder shall provide a Warranty for Bridge items in accordance with Section 106.3 of the Design-Build Low Bid General Conditions. The Warranty period for each structure will begin after each structure, including surface paving, is completed and open to traffic.

12. 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 three (3) 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 (MaineDOT VPI Website). 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. The virtual informational public meeting process, including responses to public inquiries, shall be complete no later than two (2) months after Award of Contract.

Part 3 - Appendices

Appendix A – Federal Wage Rates

APPENDIX A

Federal Wage Rates and Project Availability Target (PAT)

The 2025 Federal Highway rates for Penobscot County and the Project Availability Target can be found at: https://www.maine.gov/dot/doing-business/design-build/i395.

Appendix B - Contract Forms and Exhibits

FORM A – TECHNICAL PROPOSAL SUBMISSION FORM

Bangor - Brewer I-395 Bridge Bundle
Project No. 029484.00

_____
(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/dot/doing-business/design-build/i395.
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-Brewer I-395 Bridge Bundle
Project No. 029484.00

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 – Brewer I-395 Bridge Bundle
Project No. 029484.00

_____
(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.

A. TOTAL LUMP SUM PRICE – BANGOR-BREWER BRIDGE BUNDLE PROJECT

a.	WIN 029484.00 – I-395 over Main Street, Bridge No. 5799	**$** _____
b.	WIN 029484.00 – I-395 over Penobscot River, Bridge No. 1558	**$** _____
c.	WIN 029484.00 – I-395 over CSX Railroad, Bridge No. 1559	**$** _____
d.	WIN 029484.00 – Robertson Boulevard over I-395, Bridge No. 1560	**$** _____
e.	WIN 029484.00 – Parkway South over I-395, Bridge No. 1562	**$** _____
f.	WIN 029484.00 – Green Point Road over I-395, Bridge No. 1563	**$** _____
	Total Lump Sum Price:	**$** _____

B. TOTAL UNIT PRICE – BANGOR-BREWER BRIDGE BUNDLE PROJECT

Unit Price Item	Description	Pay Unit	Estimated Quantity	Unit Price	Cost
518.50	Repair of Upward Facing Surfaces – to Reinforcing Steel < 8 inches	Square Foot	3300	**$**_____	**$**_____
518.51	Repair of Upward Facing Surfaces – below Reinforcing Steel < 8 inches	Square Foot	3500	**$**_____	**$**_____
518.52	Repair of Upward Facing Surfaces - ≥ 8 inches	Cubic Yard	14	**$**_____	**$**_____
518.60	Repair of Vertical Surfaces < 8 inches	Square Foot	2100	**$**_____	**$**_____
518.61	Repair of Vertical Surfaces ≥ 8 inches	Cubic Yard	11	**$**_____	**$**_____
	Total Unit Price				**$** _____

C. DURATION COST – BANGOR-BREWER BRIDGE BUNDLE PROJECT

Roadway Section	Bid Duration	Daily Cost	Duration Cost
I-395 EB Between Exit 3 and 4	_____ Days	$28,000	**$** _____
I-395 WB Between Exit 3 and 4	_____ Days	$28,000	**$** _____
	Total Duration Cost		**$** _____

D. **BID PRICE – BANGOR-BREWER BRIDGE BUNDLE PROJECT**

	Description	Cost
A	Total Lump Sum Price	**$** _____
B	Total Unit Price Items	**$** _____
A+B	**Total Bid Price**	**$** _____

_____
(Bid Price in words – typed or printed in ink)

E. **ADJUSTED BID PRICE – BANGOR-BREWER BRIDGE BUNDLE PROJECT**

	Description	Cost
D	Total Bid Price	**$** _____
C	Duration Cost	**$** _____
D + C	**Adjusted Bid Price**	**$** _____

Duration cost and bid duration shall correspond with the number of days that I-395 eastbound or westbound has a lane closure between Exits 3 and 4.

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 BIDDER'S LIST FORM

The Bidder's List Form can be found at: https://www.maine.gov/dot/doing-business/civil-rights/dbe

FORM F – CONTRACT PERFORMANCE BOND
Bangor - Brewer I-395 Bridge Bundle
Project No. 029484.00

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 - Brewer I-395 Bridge Bundle
Project No. 029484.00

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-Brewer I-395 Bridge Bundle
Project No. 029484.00

[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 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-Brewer Bundle 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
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 — Bridge Program Manager **Date:**

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

STIPEND AGREEMENT

The Stipend Agreement and Stipend Invoice form can be found at: https://www.maine.gov/dot/doing-business/design-build/i395.

Concept Plans

The Concept Plans can be found at: https://www.maine.gov/dot/doing-business/design-build/i395.

Loadings Used for Bridge Rating

The Loadings Used for Bridge Ratings can be found at: https://www.maine.gov/dot/doing-business/design-build/i395.

Appendix C - Public and Stakeholder Meeting Minutes

APPENDIX C

Public and Stakeholder Meeting Minutes

Not Provided – No substantial comments received

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 in the Bangor-Brewer I-395 Bridge Bundle can be found at: https://www.maine.gov/dot/doing-business/design-build/i395.

Appendix E - Geotechnical Data

APPENDIX E

Geotechnical Data Reports

The Geotechnical Data Reports (GDRs) can be found at: https://www.maine.gov/dot/doing-business/design-build/i395 .

Appendix F - Traffic Data and Accident Data

APPENDIX F

Traffic Data and Accident Data

Traffic Data and Accident Data can be found at: https://www.maine.gov/dot/doing-business/design-build/i395.

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/dot/doing-business/design-build/i395.

Appendix H – Permits and Other Environmental Information

APPENDIX H

Permits and Other Environmental Information

Permits and other environmental information can be found at:
https://www.maine.gov/dot/doing-business/design-build/i395.

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/dot/doing-business/bid-opportunities/standards.

The special provisions can be found at: https://www.maine.gov/dot/doing-business/design-build/i395.

Appendix J – Utilities

APPENDIX J

Utilities

A list of known utility contacts for each project site can be found at: https://www.maine.gov/dot/doing-business/design-build/i395. The additional utility information is provided in the survey files (Appendix G).