



# MaineDOT

**DRAFT**

## **REQUEST FOR PROPOSALS**

### **BOOK 2 - PROJECT REQUIREMENTS**

**SIDNEY-WATERVILLE  
DINSMORE ROAD OVER I-95,  
LYONS ROAD OVER I-95,  
DRUMMOND ROAD OVER I-95,  
TOWN FARM ROAD OVER I-95  
and TRAFTON ROAD OVER I-95  
BRIDGE NOs. 5782, 1463, 5783, 5784, 5785, 5812  
BRIDGE REPLACEMENTS**

**LOW BID DESIGN–BUILD PROJECT**

**PROJECT NO 2948600**

**July 1, 2025**



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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. Sidney-Waterville 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 Lump Sum Price shown on the Price Proposal Form (Form D), a Contract Document, will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. Except as otherwise specifically provided in the Contract (including provisions for Extra Work and Force Account Work), the Department agrees to pay, and the Design-Builder agrees to accept, the following Lump Sum Price as full and complete compensation for completion of all the Work.

**1. Sidney-Waterville Bridge Bundle Project:**

a. WIN 29486.00 – Dinsmore Road over I-95, Bridge No. 5782	\$ _____
b. WIN 29486.00 – Lyons Road over I-95, Bridge No. 1463 & 5783	\$ _____
c. WIN 29486.00 – Drummond Road over I-95, Bridge No. 5784	\$ _____
d. WIN 29486.00 – Town Farm Road over I-95, Bridge No. 5785	\$ _____
e. WIN 29486.00 – Trafton Road over I-95, Bridge No. 5812	\$ _____
<b>Total Lump Sum Price:</b>	<b>\$ _____</b>

**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 2020 Edition of the Standard Specifications with the latest version of the Supplemental Specifications;
4. The Design-Builder’s Proposal consisting of its Technical Proposal, inclusive of the Proposal Letter (Form A), and its Price Proposal, inclusive of the Price Proposal Form (Form D);
5. Agency Consultation (e.g., Endangered Species Act and Essential Fish Habitat) & Permits, as applicable;
6. Performance, payment, warranty, and other bonds;

7. All specifications, manuals, guides, laws and all other documents referenced in any of the above documents; and
8. Amendments Nos. 1 to \_\_\_\_\_ inclusive.

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Proposal and the Proposal Documents, including those in Appendix A to the Design-Build 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 2020 Edition of the Standard Specifications, Supplemental Specifications, Contract Agreement; and Contract Bonds contained herein for design and construction of:

\_\_\_\_\_,  
State of Maine, on which proposals will be received until the time specified in the "Notice to Design-Builders" does hereby propose and offer to enter into the Contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of the Contract and for the lump-sum price herein.

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

The Design-Builder also agrees:

First: To do any extra work, which may be ordered by the Department Project Manager, and to accept as full compensation the amount determined as provided in Section 109.5 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 Lump Sum Price shall remain open for thirty (30) Calendar Days after the date of Price Proposal Opening.

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

DESIGN-BUILDER

\_\_\_\_\_
Date

\_\_\_\_\_

\_\_\_\_\_
Witness

\_\_\_\_\_
(Name and Title Printed)

**G. Award.**

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

Item 1  Sidney-Waterville 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 July 1, 2025, 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 Sidney-Waterville 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 25, 2025. This RFP is issued as the second step of the procurement process. The Department will accept Proposals only from Proposers who have been advised in writing that they have been selected to submit Proposals.

Pursuant to Title 23, MRSA, Section §4244, the Department intends to award a Lump Sum Price Design-Build Contract to the Proposer that submits the Proposal determined by the Department to be lowest responsive and responsible bid. 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 safe, durable, appropriately sized, and low maintenance bridges that fit in well in their surroundings; and
3. To minimize impacts to the traveling public, local residences, local communities, and emergency services during construction.

## **1.4 Contract Time**

### **1.4.1 Contract Completion Date**

All Work, excluding warranty work, required by the Contract shall be completed no later than June 30, 2031. 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 95 Northbound and Southbound:

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

In relation to temporary full-closure allowances on Interstate 95 identified in Section 6, Supplemental Liquidated Damages at the rate of two-thousand dollars (\$2000.00) 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 120 NB/SB Ramps and Exit 124 NB/SB 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.

### Dinsmore 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 Dinsmore Bridge is not Substantially Complete after the closure duration specified in Section 6 of these Project Requirements.

### Drummond 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 Drummond Road Bridge is not Substantially Complete after the closure duration specified in Section 6 of these Project Requirements.

### Town Farm 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 Town Farm Road Bridge is not Substantially Complete after the closure duration specified in Section 6 of these Project Requirements.

### Lyons Road:

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

Trafton Road:

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

<b>Milestone</b>	<b>Date</b>
MaineDOT Issues Draft RFP	July 1, 2025
<b>Deadline for Design-Builders to submit Questions on the Draft RFP</b>	<b>July 14, 2025 at 3:00 PM EDT</b>
MaineDOT Issues Responses to Draft RFP Questions*	August 13, 2025
MaineDOT Issues Final RFP (Contingent on BIP Grant Agreement)	October 1, 2025
<b>Design-Builders Attend One-On-One Meetings with MaineDOT to Review Potential ATC Proposals (If applicable)</b>	<b>One Meeting Per Team between October 27 and November 21, 2025</b>
<b>Deadline for Design-Builders to Submit ATC Proposals</b>	<b>December 19, 2025 at 3:00 PM EST</b>
MaineDOT Issues Responses to ATC Proposals*	February 6, 2026
<b>Deadline for Design-Builders to Submit Questions on Final RFP</b>	<b>February 18, 2026 at 3:00 PM EST</b>
MaineDOT Issues Responses to Final RFP Questions*	March 6, 2026
<b>Deadline for Design-Builders to Submit Technical and Price Proposal Packages</b>	<b>April 1, 2026 at 3:00 PM EDT</b>
MaineDOT Issues Notification of Technical Proposal Responsiveness to Design-Builders	April 15, 2026
<b>Deadline for Design-Builders to Submit Cure for Technical Responsiveness (If Applicable)</b>	<b>April 22, 2026</b>

<b>Deadline for Design-Builders to Submit Proposal Guaranty Package</b>	<b>May 13, 2026 at 11:00 AM EDT</b>
MaineDOT Opens Price Proposals	May 13, 2026 at 11:00 AM EDT
MaineDOT Awards Contract	June 2026
<b>Design-Builder Begins Final Design &amp; Construction</b>	<b>Summer 2026</b>
<b>Design-Builder Completes Final Design &amp; Construction</b>	<b>June 30, 2031</b>

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

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

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

### 1.7 Contract Representative

The Contract Representative is:

George M. A. Macdougall, P.E.  
[George.macdougall@maine.gov](mailto: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 10,000 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)**

The Department has an annual DBE participation goal of 1.43%. The Department encourages the use of DBE firms to accomplish that goal, in accordance with Subsection 105.10 – Equal Opportunity and Civil Rights of the Design-Build Low Bid General Conditions. The Design-Builder is required to meet all Civil Rights laws.

## **1.13 Wage Rates**

Federal wage rates apply on this Project, in accordance with Subsection 104.3.8 – Wage Rates and Labor Laws of the Design- Build 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. 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 – Sidney-Waterville Bridge Bundle, MaineDOT WIN 029486.00 – [Proposers Name]”

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

“Technical Proposal - Sidney-Waterville Bridge Bundle - MaineDOT WIN 029486.00 – [Proposers Name]”

### **2.1.3 Price Proposal Package**

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

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

Proposer’s Name  
**Price Proposal**  
Sidney-Waterville Bridge Bundle  
WIN 029486.00

### **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**  
Sidney-Waterville Bridge Bundle  
WIN 029486.00

## **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 Sidney-Waterville 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 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 7.4 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 bridges (repetitive details may be noted and labeled as such):

- a. Preliminary layout 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 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, 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 7.4.
  - i. Cross sections showing the cut/fill lines along with the existing Right-of-Way and any wetland area outlined in this RFP.
  - j. 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. 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.
  - 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 Commitment Confirmation and Open Ended Performance Plan (OEPP) DBE Form (Forms E1, E2, and E3), sealed with Form D in the Price Proposal Package.

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

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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. Dinsmore: 45 MPH
  - b. Lyons: 45 MPH
  - c. Drummond: 40 MPH
  - d. Town Farm: 45 MPH
  - e. Trafton: 45 MPH. There is an approved design exception for stopping sight distance for the crest vertical curve of the Trafton Road vertical profile over I-95 for 40 MPH.
2. The new bridges at Dinsmore Road, Drummond Road and Town Farm Road shall each have an overall thirty-foot (30') minimum curb-to-curb width, consisting of two (2) eleven-foot (11') travel lanes and two (2) four-foot (4') shoulders.
3. The new bridges at Lyons Road and Trafton Road shall each have an overall thirty-two-foot (32') minimum curb-to-curb width, consisting of two (2) eleven-foot (11') travel lanes and two (2) five-foot (5') shoulders.
4. All five (5) project sites, Dinsmore Road, Lyons Road, Drummond Road, Town Farm Road and Trafton Road, shall include a crossing over both bounds of Interstate 95. Permanent bridge closure is not allowed.
5. The total length of the new bridges shall be such that abutments and/or piers 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 applies to the two legs coming into the crest curve.
7. The minimum overhead clearance of all bridges (Dinsmore Road, Lyons Road, Drummond Road, Town Farm Road and Trafton Road) shall be sixteen-feet (16'-0").
8. Vertical profile adjustments to Interstate 95 to achieve minimum vertical overhead clearances to the bridges are not allowed.
9. Pile bent piers with exposed steel casings shall not be used.

10. No reuse of existing piles is allowed.
11. No reuse of existing substructure is allowed.
12. The design for the new bridges in the Sidney-Waterville Bridge Bundle shall not incorporate the following:
  - a. Stay-in-place deck forms,
  - b. Partial-depth concrete deck panels,
  - c. Precast concrete box beams,
  - d. Timber structural load-carrying elements,
  - e. Two girder type superstructure systems, trusses, or other non-redundant type structures.
13. Superstructure girders shall be continuous for the full length of the bridge.
14. Longitudinal joints for expansion are not permitted.
15. The Sidney Weigh Station shall not be used as Design-Builder parking, staging or laydown areas and shall remain open at all times.
16. Emergency Median Crossovers shall not be used as Design-Builder parking, staging or laydown areas and shall remain open at all times.

#### **4. SCOPE OF DESIGN-BUILD WORK/PROJECT DESCRIPTION**

##### **4.1 Project Description**

The Sidney-Waterville Bridge Bundle Project (the Project) includes the design and construction of six (6) full replacement bridges carrying Dinsmore Road, Lyons Road, Drummond Road, Town Farm Road and Trafton Road over Interstate 95 Northbound and Southbound in Sidney and Waterville, Maine between Exit 113 and Exit 127. The project consists of five (5) site locations.

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

- Removal of all six (6) existing bridges; and
- Construction of approach roadway work at each of the bridges for profile grade adjustments.

##### **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**

There are no additional 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.

#### **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/sidney-waterville>, 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 (note Legacy WIN numbers provided for reference):
  - 25473\_00 Dinsmore Road
  - 25465\_00 Lyons Road
  - 25469\_00 Drummond Road
  - 27266\_00 Town Farm Road
  - 26152\_00 Trafton Road
2. Existing Right-of-Way plans.
3. Aerial view files.

4. Existing plans for the interstate and existing bridges.
5. Wetland delineation.

### **5.1.2 Reports**

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

1. Five (5) Geotechnical Data Reports (GDRs).
2. Existing Conditions/Inspection Reports/Photos for the existing bridges in the Sidney-Waterville Bridge Bundle;
3. Traffic Data;
4. Accident Data; and
5. Preliminary Public Meeting and Compiled Public Comments.

### **5.1.3 Geotechnical Data**

Proposers are responsible for reviewing and analyzing the five (5) Geotechnical Data Reports (GDRs). The GDRs are available for download at the Project website at <https://www.maine.gov/dot/doing-business/design-build/sidney-waterville>. Soil samples and rock cores that were not submitted for laboratory testing are available for viewing by interested Proposers upon request. 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 (Spring 2026) based on the Project Design Requirements listed in Section 6 and the Environmental Requirements listed in Section 7:

1. NEPA Categorical Exclusion Certification.

## **6. PROJECT DESIGN REQUIREMENTS**

In addition to the requirements identified in Subsection 105.12 of the Design-Build Low Build 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. The Dinsmore, Drummond and Town Farm Road approaches to the new bridges shall have a minimum paved width of thirty feet (30'), consisting of two (2) eleven-foot (11') travel lanes and two (2) four-foot (4') shoulders, terminating at the limits of full depth construction or beyond the limits of the transition rails, whichever is greater.
4. The Lyons and Trafton Road approaches to the new bridges shall have a minimum paved width of thirty-two feet (32'), consisting of two (2) eleven-foot (11') travel lanes and two (2) five-foot (5') shoulders, terminating at the limits of full depth construction or beyond the limits of the transition rails, whichever is greater.

### **6.1.2 Pavement Design**

1. 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 Dinsmore Road, Drummond Road, and Town Farm 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.
3. Reconstruction of Lyons Road shall be 6" HMA over 24" ASCG 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 Trafton Road shall be 5" HMA over 25" ASCG and any fill material required below subgrade shall be common borrow, except in areas where structural excavation and granular borrow is required.
5. Rumble strips shall be installed along the median shoulder and outside shoulder along Interstate 95 in accordance with MaineDOT Standard Specifications and Details at locations where new pavement is placed and locations where existing rumble strips have been removed/filled in.
6. Interstate 95 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 95 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>).

## 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. The lane and road closures described below shall not occur on Holidays or Holiday weekends. Sunday work for non-Holiday weekend closures is permissible. The Traffic Management Plan shall meet the requirements of Subsection 105.12.7.1 of the Design-Build Low Bid General Conditions and the following:

1. Interstate 95 Traffic Management:
  - a. Two (2) twelve (12') minimum paved lanes and two (2) two-foot (2') minimum paved shoulders in both directions shall be maintained at all times during construction, except as otherwise noted.
  - b. The work zone speed limit on I-95 shall be 55 mph during construction.
  - c. Single lane closures in either direction of Interstate 95 are permitted nightly, without penalty, between 7:00 PM and 7:00 AM.
  - d. Full closures of Interstate 95 are permitted without penalty between 1:00 AM and 5:00AM 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.
  - e. Construction access to the I-95 median from the interstate shall utilize a lane closure unless a dedicated acceleration and deceleration lane is provided for work zone traffic entering or exiting the interstate.
  - f. Construction access to the I-95 median utilizing single lane closures in either direction of Interstate 95 is permitted between 9:00 AM and 3:00 PM upon approval from the Department.
  - g. Rolling Slowdowns are allowed on I-95 between 9:00 AM and 3:00 PM upon approval from the Department. A Rolling Slowdown is a traffic control strategy that uses a rolling blockage of vehicles, each equipped with amber warning lights, traveling at slow speeds to create a gap in traffic to enable completion of work activities requiring exclusive access across or over the directional roadway that would otherwise present significant risks to motorists. These activities typically involve allowing Contractor vehicles to enter the median from I-95 or

exit the median onto I-95. The Department reserves the right to restrict or remove the use of the 9:00 AM to 3:00 PM Rolling Slowdowns, completely and unconditionally, with limited advanced warning due to heavy traffic, traffic backups, accidents, inclement weather, forecasted storms events, etc.

2. Exit 120 & Exit 124 Traffic Management:
  - a. The on/off ramps at Exit 120 and Exit 124 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.
  - b. Acceleration lanes shall be maintained 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.
3. Lyons Road and Trafton Road Traffic Management:
  - a. Two (2) eleven-foot (11') minimum paved lanes and two (2) one-foot (1') minimum paved shoulders in both directions shall be maintained at all times during construction, except as otherwise noted.
  - b. It is permissible to use the Lyons Road median embankment for construction vehicle access to the interstate median. All entrance/exiting shall occur under flagger supervision and with Resident approval.
  - c. Single lane closures with alternating one-way traffic controlled with flaggers or temporary signals are permitted nightly, without penalty, between 7:00 PM and 7:00 AM.
  - d. 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.
4. Dinsmore Road, Drummond Road and Town Farm Road Traffic Management:
  - a. Full closure of Dinsmore Road over I-95 is allowed without penalty for duration of two-hundred fifty (250) consecutive Calendar days, inclusive of Holidays and Holiday weekends.
  - b. Full closure of Drummond Road over I-95 is allowed without penalty for duration of two-hundred fifty (250) consecutive Calendar days, inclusive of Holidays and Holiday weekends, except as otherwise noted.
  - c. Full closure of Town Farm Road over I-95 is allowed without penalty for duration of two-hundred fifty (250) consecutive Calendar days, inclusive of Holidays and Holiday weekends, except as otherwise noted.
  - d. Drummond Road Bridge and Town Farm Road Bridge shall not be closed at the same time from May 1 to October 31.
  - e. The 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.

- f. Before and after bridge closures, alternating one-way traffic using flaggers will be allowed for work activities as approved by the Resident.
- g. The temporary detour shall use West River Road/Route 104 or Middle Road and Lyons Road or Trafton Road.
- h. 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.
- i. If a shorter closure duration is identified in the Proposal and accepted by the Department, then the shorter closure duration shall become the baseline duration and shall be incorporated into the Design-Build Contract Agreement.

### **6.3.2 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.

### **6.3.3 Pavement Markings**

Recessed Polyurea markings are required on Interstate 95. 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.

### **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**

No permanent lighting is required for this Project. However, the Design-Builder shall replace or modify any existing lighting that is affected by the Proposer's design in accordance with 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, slopes, embankments, instrumentation programs, and soil modification shall be designed in accordance with 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 within the proposed construction corridor of the Project.

The Department has completed five (5) Geotechnical Data Reports (GDRs) for the Project. This preliminary investigation included eighteen (18) borings as follows:

1. Dinsmore Road Bridge project site:
  - a. Two (2) borings approximately 20 feet behind the existing bridge abutments, through the pavement on Dinsmore Road.
  - b. One (1) boring drilled approximately 10 feet east of the existing Pier 2, in the I-95 median.
  - c. One (1) boring drilled approximately 10 feet west of the existing Pier 4, in the I-95 median.
2. Lyons Road Bridge project site:
  - a. Four (4) borings drilled approximately 20 feet behind the existing bridge abutments, through the pavement on Lyons Road.
3. Drummond Road Bridge project site:
  - a. Two (2) borings drilled approximately 20 feet behind the existing bridge abutments, through the pavement on Drummond Road.
  - b. One (1) boring drilled approximately 10 feet east of the existing Pier 3, adjacent to I-95 northbound.
4. Town Farm Road Bridge project site:
  - a. Two (2) borings drilled approximately 20 feet behind the existing bridge abutments, through the pavement on Town Farm Road.
  - b. One (1) boring drilled approximately 5 feet west of the existing Pier 2, in the I-95 median.
  - c. One (1) boring drilled approximately 5 feet east of the existing Pier 3, in the I-95 median.
5. Trafton Road Bridge project site:
  - a. Two (2) borings drilled approximately 20 feet behind the existing bridge abutments, through the pavement on Trafton Road.
  - b. One (1) boring drilled approximately 5 feet east of the existing Pier 3, in the I-95 median.

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

### **6.4.3 Supplemental Boring Program**

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

### **6.4.4 Final Geotechnical Explorations**

Final geotechnical explorations 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. The Design-Builder must receive permission from property owners before any additional geotechnical explorations occur on property not in the highway right-of-way.

### **6.4.5 Geotechnical Instrumentation Programs**

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

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

### **6.4.6 Slopes and Riprap Protection**

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

New and/or modified slopes in front of abutments and 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.

## **6.5 Bridge 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:

### **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 Section 3.2, shall be used for design.
3. Live load deflections for the bridges shall be limited to  $L/800$  per AASHTO

LRFD.

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

4. Vertical clearances during construction shall not be less than the existing vertical clearance.
5. 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
  - d. 3 inches in top of exposed concrete decks
7. A Class 2 exposure condition shall be used for concrete design.
8. 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.
9. Protective coating for concrete surfaces shall be applied to the following areas:
  - a. All exposed surfaces of concrete curbs,
  - 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).
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 Lyons Road and Trafton Road, not otherwise protected by a raised curb, shall be fully protected by a 3-inch bituminous wearing surface with a 1/4" (nominal) high performance waterproofing membrane.
7. The new bridge decks at Dinsmore Road, Drummond Road and Town Farm Road shall be exposed concrete and include a 1" integral concrete wearing surface.
8. Exposed concrete bridge deck surfaces shall have longitudinal saw cut grooving.
9. All decks on the bridges shall be full-depth cast-in-place concrete.
10. All bridge drains shall be FRP drains in accordance with Special Provision 502 in Appendix I.
11. For bridges with multiple spans, fixity is required at a pier.
12. Open joints (e.g. compression seals, gland seals, finger joints, modular joints) are only permitted if the movement rating would be greater than 2 inches. For movement ratings of 2 inches or less, integral, semi-integral, or slab over backwall detailing is required.
13. 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.

### **6.5.3 Substructure**

1. A two-foot and six-inch (2'-6") maintenance shelf shall be placed at the face of each abutment.
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.

### **6.5.4 Demolition of Existing Bridges**

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

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

### **6.5.5 Construction**

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

## **6.6 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.

## **6.7 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>)

## **6.8 Survey**

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

## **6.9 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.



### **6.9.1 Additional Design and Performance Criteria**

In addition to the requirements identified in Subsection 105.4 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 northbound and southbound Interstate 95 barrels becomes less than fifty feet (50') in width (measured between inside edge of travel way to inside edge of travel way), either permanently or temporarily.
2. For existing recessed polyurea striping, use black tape to black it out. Grind all other conflicting pavement markings.
3. Existing rumble strips must be filled and reestablished. Mill and overlay within the limits of work at each bridge site.
4. Provide sequential lighting, barrel mounted, into and out of any temporary Interstate curved roadway alignments.
5. The Design-Builder's submitted design computations and plans shall demonstrate that the temporary structure and approaches achieve acceptable minimum factors of safety for slope stability. Minimum factor of safety shall be 1.3 for approach embankment slopes and 1.5 for embankment slopes that contain or support an abutment.
6. Temporary fill shall meet the requirements of Section 203 – Excavation and Embankment of the Standard Specifications.
7. Timber decking material is not allowed.
8. The maximum allowable settlement of the Special Detour pavement is 2 inches (2") within 300 feet (300') of abutment backwalls.
9. Temporary Interstate and ramp alignments shall be constructed with 4" HMA over 24" ASCG type D.

### **6.9.2 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.

### **6.9.3 Detour Maintenance Plan**

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

1. Detour Inspection Plan indicating the procedures, frequency, and assigned personnel for performing inspections. Include detour inspection log format.
2. Detour Maintenance Plan describing corrective actions if deficiencies are identified during the inspection (e.g. asphalt pavement cracking, shoulder sloughing, guardrail damage, slope deterioration).
3. Emergency Traffic Control Contingency Plan in the event that a detour repair is necessary.

## **7. ENVIRONMENTAL**

### **7.1 Environmental Compliance and Mitigation**

The Design-Builder shall comply with the requirements of Section 105.8 of the Design-Build 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. If the Design-Builder's Proposal includes work outside the limits outlined below, additional Section 106 consultation may be required.

1. Trafton Road and Lyons Road. The Department determined that the proposed project meets the criteria of Programmatic Agreement with FHWA and MHPC pursuant to Section 106 provided that no work is proposed outside of the existing previously constructed slope limits.
2. Drummond Road and Dinsmore Road. No archaeological or historic properties identified. Maine Historic Preservation Commission (MHPC) State Historic Preservation Officer (SHPO) concurrence on MaineDOT No Effect determination pending.
3. Town Farm Road. An architectural survey has been completed. No historic archaeological or historic properties were identified. SHPO has concurred that the project will have No Effect under Section 106.

### **7.3 Stormwater Management Requirements**

The Department does not anticipate any Separate Stormwater Sewer Systems MS4 or Chapter 500 Stormwater Management permit requirements for Drummond Road, Town Farm Road, Dinsmore Road, Dinsmore Road and Trafton Road Bridges.

At the Lyons Road Bridges, stormwater management requirements may apply. Lyons Road is on the boundary of the Lily Pond watershed, which is a Lake Most at Risk from Development. The following requirements apply:

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.

- The Design-Builder shall provide calculations for disturbed area and impervious area as defined in [Chapter 500 of Maine Department of Environmental Protection \(DEP\) Regulations](#)

*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. "Disturbed area" does not include maintenance. A land area on which the cutting of trees, without grubbing, stump removal, disturbance or exposure of soil has taken place is not considered a "disturbed area".*

*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.*

- If the Lyons Road Bridges project results in more than 20,000 SF of new impervious area in the Lily Pond watershed or directs more stormwater runoff to the Lily Pond watershed than existing conditions, additional design and treatment measures may be required. 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

#### 7.4 Natural Resources Permitting

Wetland and stream resource boundaries within the anticipated project area have been mapped by the Department. The approximate locations are provided in Table 1.

Table 1 – Approximate wetland and stream resource locations

Bridge	Approximate Wetland Locations (Stations)	Approximate Significant Vernal Pool (SVP) Location (Stations)
Dinsmore Road	• 111+00 to 112+25 RT	• 115+75 to 117+50 RT

	<ul style="list-style-type: none"> <li>• 116+50 to 117+25 LT</li> <li>• 115+75 to 117+50 RT</li> </ul>	
Lyons Road	<ul style="list-style-type: none"> <li>• 216+75 to 221+00 LT</li> <li>• 218+00 to 220+25 RT</li> </ul>	Not present
Drummond Road	<ul style="list-style-type: none"> <li>• 307+50 to 308+00 RT</li> <li>• 310+50 to 312+25 LT</li> <li>• 310+50 to 311+25 RT</li> </ul>	Not present
Town Farm Road	Not Present	Not present
Trafton Road	<ul style="list-style-type: none"> <li>• 509+25 to 510+00 LT</li> <li>• 515+50 to 516+50 LT</li> </ul>	Not present

If the Design-Builder determines that they cannot complete the project without impacts to these resources, they shall design the Project to meet the parameters and conditions outlined in the [Army Corps of Engineers Maine Programmatic General Permit](#) contained in and Standard Specification 656, including, but not limited to, the following:

1. As part of the Technical Proposal, provide documentation of efforts to avoid and minimize impacts to wetlands. Special Detours or temporary roads shall be constructed to avoid wetland impacts wherever possible.
2. 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.
3. 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](https://www.maine.gov/dep/land/nrpa/ILF_and_NRCP/ILF/fs-in-lieu-fee.pdf)  
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). The Department has estimated the ILF payment required for any disturbance to the pool at Dinsmore Road Sta. 115+75 to Sta. 117+50 RT to be \$207,000.
4. 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.

## 7.5 Endangered Species Requirements

July 1, 2025

The Project is located within the range of federally listed Gulf of Maine Distinct Population Segment of Atlantic Salmon and is designated Critical Habitat. The Department determined that in-water work is not required to complete the project; therefore, the Project is expected to have No Effect to Atlantic salmon or its Critical Habitat. If the Design-Builder's proposal included in-water work, the Design-Builder shall meet design, construction, and consultation requirements in accordance with the [Maine Atlantic Salmon Programmatic Consultation](#).

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

The Project is located within modeled habitat for tricolored bat, a proposed federally endangered species. The Design-Builder's Proposal shall include the 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.

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.

## **7.6 Hazardous Materials**

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

## **7.7 Dredge Spoils Requirements**

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

## **7.8 Erosion and Sedimentation Control Requirement**

The Design-Builder shall provide continuous and effective soil erosion and water pollution control in compliance with Section 105.8.1 of Design-Build 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).

## **7.9 National Environmental Policy Act (NEPA) Requirements**

MaineDOT made a preliminary determination that the NEPA Class of Action is a Categorical Exclusion (NEPA CE) pursuant to 23 CFR 771.117 (c) 28. The Design-Builder shall provide the following in support of NEPA: project design information, including efforts to avoid and minimize impacts to wetlands, streams and wildlife; public process; and construction schedule. The Design-Builder shall not proceed with final design activities or physical construction prior to the completion of the NEPA process.

## **8. UTILITIES**

### **8.1 Scope of Work**

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

### **8.2 General Design-Builder Responsibilities**

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

The Design-Builder is required to coordinate all utility relocations required as part of the Project in accordance with the Design-Build 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. RIGHT-OF-WAY**

### **9.1 Right-of-Way Acquisition Services**

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

### **9.2 Property Acquired by Department**

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

## **10. PAVEMENT AND BRIDGE WARRANTY**

### **10.1 Pavement Warranty**

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

### **10.2 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.

## **11. OTHER WORK**

The Design-Builder shall participate in a virtual informational public meeting to introduce the Design-

Builder and winning Proposal to the public, and to respond to questions from the public about the Project. The Design-Builder shall develop the presentation, including appropriate electronic graphics suitable for viewing by a large audience. An electronic copy of the presentation will be made available to MaineDOT for review 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 Kennebec County and the Project Availability Target can be found at: <https://www.maine.gov/dot/doing-business/design-build/sidney-waterville>.

## **Appendix B - Contract Forms and Exhibits**

**FORM A – TECHNICAL PROPOSAL SUBMISSION FORM**

**Sidney-Waterville Bridge Bundle  
Project No. 29486.00**

\_\_\_\_\_  
(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/sidney-waterville>.
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**  
**Sidney-Waterville Bridge Bundle**  
**Project No. 29486.00**

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  
Sidney-Waterville Bridge Bundle  
Project No. 29486.00**

\_\_\_\_\_  
(Name of Proposer)

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

**1. TOTAL LUMP SUM PRICE – SIDNEY-WATERVILLE BRIDGE BUNDLE PROJECT**

- a. WIN 29486.00 – Dinsmore Road over I-95, Bridge No. 5782      \$ \_\_\_\_\_
  - b. WIN 29486.00 – Lyons Road over I-95, Bridge No. 1463 & 5783      \$ \_\_\_\_\_
  - c. WIN 29486.00 – Drummond Road over I-95, Bridge No. 5784      \$ \_\_\_\_\_
  - d. WIN 29486.00 – Town Farm Road over I-95, Bridge No. 5785      \$ \_\_\_\_\_
  - e. WIN 29486.00 – Trafton Road over I-95, Bridge No. 5812      \$ \_\_\_\_\_
- Total Lump Sum Price:**      \$ \_\_\_\_\_

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

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

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

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

PROPOSER

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Sign in Ink.]

By: \_\_\_\_\_

**FORM EI – MaineDOT COMMITMENT CONFIRMATION FORM**

The Commitment Confirmation form can be found at: <https://www.maine.gov/dot/doing-business/civil-rights/dbc>



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

**Sidney-Waterville Bridge Bundle  
Project No. 29486.00**

<b>DBE Firm Name</b>	<b>NAICS Code(s)</b>	<b>Description of Work</b>	<b>Proposed Amount (\$)</b>

*\*Please use additional sheets as needed to report all known DBEs on the project.*

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

**Sidney-Waterville Bridge Bundle  
 Project No. 29486.00**

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

*\*Please use additional sheets as needed to report all known DBEs on the project.*

**FORM F – CONTRACT PERFORMANCE BOND**  
**Sidney-Waterville Bridge Bundle**  
**Project No. 29486.00**

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:

Signature.....

PROPOSER:

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**  
**Sidney-Waterville Bridge Bundle**  
**Project No. 29486.00**

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 .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

..... ADDRESS .....

.....

TELEPHONE .....

**FORM H – OPINION OF COUNSEL**  
**Sidney-Waterville Bridge Bundle**  
**Project No. 29486.00**

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

**MaineDOT**

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

Ladies and Gentlemen:

We have acted as counsel for \_\_\_\_\_, a \_\_\_\_\_ (“Proposer”) and *[list partners/joint venturers/members]* in connection with that certain Design-Build Contract (the “Contract”) for the Sidney-Waterville 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	\$	\$





## RESPONSE SUMMARY FOR ATC # \_\_\_\_\_

<b>PIN:</b> _____	<b>Location:</b> _____	<b>Date Received:</b> _____
<b>Bridge:</b> _____	<b>Proposer:</b> _____	
<b>Brief ATC Description:</b>		

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			
<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	Wayne Frankhauser, Jr Bridge Program Manager	<b>Date:</b>
<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	Tod Pelletier Director, Bureau of Project Development	<b>Date:</b>

## STIPEND AGREEMENT

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

**Appendix C - Public and Stakeholder Meeting Minutes**

## APPENDIX C

### Public and Stakeholder Meeting Minutes

The minutes for the following public and stakeholder meetings can be found at <https://www.maine.gov/dot/doing-business/design-build/sidney-waterville> .

- Sidney-Waterville Preliminary Public Meeting – January 27, 2025

**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 Sidney-Waterville Bridge Bundle can be found at: <https://www.maine.gov/dot/doing-business/design-build/sidney-waterville>.

## **Appendix E - Geotechnical Data**

## **APPENDIX E**

### Geotechnical Data Reports

The Geotechnical Data Report (GDRs) can be found at: <https://www.maine.gov/dot/doing-business/design-build/sidney-waterville> .



## **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/sidney-waterville>.

**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/sidney-waterville>.

## **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/sidney-waterville>.

## **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/sidney-waterville>.



## **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/sidney-waterville>. The additional utility information is provided in the survey files (Appendix G).