

October 23, 2024

Attention: Prospective Proposers for the Bangor I-95 Bridge Replacement Design-Build Project

Subject: Bangor I-95 Bridge Replacement Design-Build Project (WIN's 026095.00 and 027176.00) – Responses to Questions Received on the Draft Request for Proposals (Draft RFP)

1. **General Question:** After the Final RFP is issued, please confirm there will be opportunities to get clarifications on the content of the RFP.

A. Confirmed. Refer to the estimated procurement schedule for anticipated question and response periods following release of the Final RFP.
2. **Book 2, Part 3 - Appendix B:** Will the Department provide the required contract forms and exhibits included in this section in an editable format?

A. No. Proposers will use the forms as provided.
3. **Section 102.2.1: Designation of Proposer Representative on Page 32 of Book 1:**
This section states, *"Each Proposer shall provide the Department with the name and address of a representative or key contact person to receive documents, notices, and Amendments hereunder."* If there is no change from our Proposer Representative from the SOI phase, do we need to submit this contact again? If so, by what means does the Department prefer us to make that representation?

A. If the Proposer's Representative information has not changed since submittal of the Statement of Interest, then no action is needed. Otherwise, the Proposer shall email the necessary information to the Contract Representative.
4. **Subsection C of Section 102.2.2.1 - Responsibilities of Proposers (Page 33 of Book 1):**
Will the Department arrange site visits, or what will the process be for our team to perform a site visit as we want to avoid causing any disruption at those sites.

A. No. The Proposers should make their own site visit arrangements without obstructing or impacting traffic flow.
5. **Appendix G – Survey Data, Wetlands Delineation, and Existing Alignments (.zip):**
The information provided for Stillwater seems to duplicate the information provided for Kenduskeag Ave. Can the Department provide this information for Stillwater?

A. Yes, corrected files will be posted with these responses.

6. **Section 105.12.7 – Traffic Engineering:** Has a detour route for Kenduskeag Avenue been developed by the Department? If so, can those plans be made available, including the signal plans needed to analyze the signaled intersections along that route?
- A. The detour route outlined in RFP Book 2, Section 6.2 will be updated in the release of the Final RFP. The Design-Build team is responsible for the development of detour plans and temporary improvements identified in this section.
7. **Book 2, Section 6.2.1 – Traffic Management Plan:** This section stipulates ramp closures are permissible. Has the Department determined suitable detours/lane closures that should be implemented during these closures?
- A. Detoured traffic shall be directed to utilize the respective interstate ramps at Exit 187. The Design-Build team is responsible for the development of detour plans. Clarifications will be provided within the Final RFP.
8. **Appendix D:** The existing bridge plans show aluminum bridge rail. Are these rails to be retained by the Department for this project?
- A. Yes, the Department will retain all bridge rails. The Final RFP will be updated accordingly and will denote the delivery location and required notice.
9. **Book 1, section 102.4.1:** Are submittal criteria for ATCs listed in Book 1, section 102.4.1 weighted by the Department during its review, or does the Department consider all criteria in totality to make a discretionary decision?
- A. The Department will consider all criteria listed in this section in totality to make a discretionary decision.
10. **Book 1, section 102.4.2:** Will all concepts submitted by the Proposer as part of the ATC process be kept confidential regardless of the Department's determinations as listed in Book 1, section 102.4.2?
- A. As noted in Section 102.4, ATC's will remain confidential until the public opening of the Technical Proposal.
11. **Book 1, Section 103.1.5:** It is unclear what must be submitted as Escrowed Proposal Documents (EPDs) within ten (10) days of receiving the LOI to Award. Depending on the documentation required, ten days may not be sufficient. Can you clarify what is required in EPDs, or direct us to the location where EPD requirements are described in detail? Will you acknowledge that you will consider extending the ten-day limitation if requested following our review of the Department's response to the previous question?
- A. Escrowed Proposal Documents are defined in Section 101.2, Definitions. No changes to the 10 Day requirement will be made.

12. **Book 1, Section 103.4.1.2:** This section states the Department is not responsible for faulty “Department-Supplied Information.” Contractors must be able to rely on information provided by MDOT or has to include costs to replicate the information, potentially unnecessarily. This is a concerning precedent.
- A. No changes will be made.
13. **Book 1, Section 103.5.2:** References the Stipend Agreement in Appendix B. Appendix B has two DBE related documents. Is this reference to Appendix B accurate and where is the Stipend Agreement?
- A. The reference is accurate, and the Stipend Forms will be uploaded to the website with the Final RFP.
14. **Book 1, Section 103.5.2:** Payment of the Stipend should be considered payment to compensate Design-build teams for costs and expenses of submitting a proposal, which is a significant commitment or resources and effort, not as payment for valuable intellectual property. This should be revised to allow payment of Stipend to all Proposers not deemed overall Best-Value.
- A. As noted in Section 103.5.2, payment of the stipend will be made to responsive proposals that are not deemed best overall value. No changes to this section will be made.
15. **Book 1, Section 104.3.13:** The second paragraph states that the Design-Builder will assume ownership of all materials found on the project, with exceptions listed. It further states that removal of such structures is incidental. Does this incidental removal include the “excluded” structures that the Design-Builder is not taking ownership of?
- A. Yes. With the exception of active utility infrastructure, the cost for removal of incidental items is incidental to the Contract, regardless of ultimate ownership of the incidental ownership. Edits will be made to the Final RFP to clarify.
16. **Book 1, Section 104.4.1.A:** This section states that the cost of Partnering will be “shared”. This implies that no costs related to Partnering should be included in the Proposers’ Pricing Proposal, including payroll, travel, etc., and that all these costs will be factored into the “shared” cost of Partnering. Is that correct?
- A. Edits will be made to the Final RFP to clarify the intent. In general, the Design-Builder will be responsible for all labor, travel, etc for their employees and subcontractors, and the Department will be responsible for labor, travel etc for their respective employees and consultants.

17. **Book 1, Section 104.5.1:** Requires 30% self-performed work, excluding DBE participation portion. This also excludes the value of Utilities working in relation to the project. Is that correct?
- A. Yes. Costs associated with the design and relocation of utilities within the right of way are borne by the respective utility companies; relocation costs for utilities within public right of way are not a public cost. The Design-Build team is responsible for utility relocation coordination as outlined in Book 1, Section 104.4.6.
18. **Book 1, Section 105:** The scope, as outlined, states, “coordination and execution of required utility relocations and adjustments.” Section 105.1.1.4 states construction Services include “utility relocations and coordination...”. Section 105.1.1.3 states all relocation costs “shall not be included in the Price Proposal.” Is the Design Builders Technical and Price proposal to include all costs associated with any design and execution of temporary and/or permanent utility relocation?
- A. The Design-Builder is responsible for coordination with the affected utility companies and ensuring utilities move as necessary for the Design-Builder to perform their work. No costs for physical relocation, design of the relocation, or any cost borne by utility are to be included in the Proposal.
19. **Book 1, Section 105.4.3:** This section states that winter snow plowing on bridges and bridge sidewalks the Design-Builders responsibility, while sanding/salting is performed by “...agency...”. Does the Department intend for the Design-Builder to plow any or all of these areas (I-95 temporary and permanent bridges, Stillwater Ave. & sidewalks within the project limits, and I-95 under the Kenduskeag bridge, posted detours)?
- A. Winter maintenance requirements will be clarified within the Final RFP.
20. **Book 1, Section 105.9:** Historic and Archeological Considerations are to be provided by the Department. We do not see these in the Draft RFP; what relevant information is provided? In addition, if work is stopped due to Historic and/or Archaeological discoveries, the delays should be excusable AND compensable. This is a risk the contractor cannot control and should not be required to bear.
- A. Refer to Section 7.2 of RFP Book 2 for historic and archaeological considerations. Delays described in section 105.9 are consistent with the Standard Specification language. No change will be made.

21. **Book 1, Section 105.10:** This section references both “Project Goals” and Project availability Target”; what are the values for these project-specific goals and/or when will they be issued by the Department?
- A. The term “Project Goal” will be changed to “Project Availability Target” in the Final RFP.
- The Project Availability Target (PAT) is in RFP Book 2, Appendix A and is available on the project website. This file currently uses the incorrect term “Project Attainment Target” and will be corrected with the Final RFP.
22. **Book 1, Sections 105.1.1.3 & 105.12.13 (and others):** Utility work, coordination, and responsibility does not seem to be clearly defined and seem to contradict itself in different areas. Design-Builder is given ultimate responsibility for coordinating utility work (temp. and perm.), however, we are not to include any cost in our proposal, and we get no relief for utility non-performance and delays. This is a significant risk-transfer to the Design-Builder. The Department should re-word all Utility-related language to clarify the scope of responsibility and cost responsibility for temporary and permanent utility work and provide relief for the Design-Builder for non-performance by utilities and their contractors/consultants.
- A. No changes will be made to this section. Refer to question 18 response.
23. **Book 1, Section 106.2.2.5:** This section requires signed and sealed plans, specs, estimates, and data. Please clarify what estimates need to be stamped and sealed and why. Does the Department require the DQMP and CQMP be signed and sealed?
- A. The term “as applicable” will be inserted into this section with the Final RFP. The Department does not expect the DQMP or CQMP to be signed and sealed.
24. **Book 1, Section 106.2.4** This section discusses the submittal and review of the CQMP and could be interpreted to require the entire plan to be completed at once. Due to the design-build process and design being underway when construction begins, the CQMP may not be fully developed as the design is underway on certain portions; we expect the Department will review the CQMP in phases (with incomplete portions) and then review subsequent portions as they are completed. Please confirm this is correct.
- A. This is correct. The CQMP will be allowed to be submitted and reviewed in phases. Clarifications will be provided in the Final RFP.

25. **Book 1, Section 106.3:** The proposed 5-year pavement warranty is unacceptable to paving subcontractors. We will be unable to get anyone to quote the project with this requirement. Please revert to Standard Specifications language on pavement warranty.
- A. The required pavement warranty will be reduced to 3 years and held to all performance criteria defined in table 106-1, excluding roadway settlement. The pavement warranty as it's related to roadway settlement will remain at 5 years and shall adhere to the roadway settlement criteria defined in Table 106-1. Clarification will be provided in the Final RFP.
26. **Book 1, Section 106.3:** The proposed 10-year warranty on deck membrane is also unrealistic and unacceptable to membrane subcontractors. Please revert to Standard Specifications language.
- A. The required warranty associated with the waterproofing membrane will be removed from Section 106.3.4.1. The Design-Builder shall warrant the waterproofing membrane in accordance with Section 106.3.1. Clarification will be provided in the Final RFP.
27. **Book 1, Section 106.3:** Same issue with 10-year warranty for deck joints.
- A. The required warranty associated with deck joints will be reduced to 5-years in the Final RFP.
28. **Book 1, Section 109.2.1: Differing Site Conditions:** The definition should NOT exclude "...conditions related to geology, or hydrology, including bedrock, soils, groundwater, or other natural causes." These excluded conditions are the risks that the Differing Site Conditions clause intends to mitigate for contractors, especially since the Department has declined to provide for supplemental borings for the Contractor.
- A. No changes will be made to this section.
29. **Book 2, Section 3.2.3:** Very specific information about various traffic management activities is requested, including durations of activities; we anticipate these will be estimations subject to change as design and construction details are finalized after selection. Will these estimated details become contractual commitments, or will RFP requirements be used in evaluating actual performance? (i.e., if we identify 10 lane closures at a specific location and/or for a specific task, but use 12ea, and they are within the RFP required parameters for time/day/etc.)
- A. Any betterments identified in the Proposal, such as a reduced number or duration of closures, will become the new baseline of the Contract. This will be clarified in the Final RFP.

30. **Book 1, Section 105.12.2.4:** Bullet 3 under this section states, “Review periods for overlapping and/or concurrent submittals shall be linear and nonoverlapping. The review period of the concurrent/overlapping submittal will commence following the Department’s return of comments on the previous submittal.” If we submit partial submittal packages for release for construction, will these submittals also be reviewed linearly? This will add significant time to the design-build schedule.
- A. No change will be made to this Section.
31. **Book 1, Section 106.1.2.2:** Senior Experienced Engineers: This section states: “The Design-Builder shall provide senior experienced engineers to check all design work. These engineers (Design Checkers) shall be Maine Licensed Professional Engineers...” For the Design Checker role, would the Department consider updating this language to allow a Professional Engineer licensed in another state?
- A. No, the Design Checker shall be a Maine Licensed Professional Engineer.
32. **Book 2, Section 6.2.1 (1.c.):** This section stipulates full closures of I-95 are permitted without penalty for 25 minutes maximum between 12:00AM and 4:00AM. Does MaineDOT have a desirable detour route plan that they can provide to accommodate this closure allowance or is the D-B team required to propose a detour route? If so, can MaineDOT provide any requirements or routes that would be acceptable based on past experience?
- A. Acceptable detour routes and clarification will be provided in the Final RFP. The Design-Build team is responsible for the development of detour plans.
33. **Book 2, Section 6.2.1 (1.c.):** This section stipulates full vehicular closures of Stillwater Avenue are permitted without penalty between 10:00PM and 5:00AM. Does MaineDOT have a desirable detour route plan that they can provide to accommodate this closure allowance or is the D-B team required to propose a detour route? If so, can MaineDOT provide any requirements or routes that would be acceptable based on past experience?
- A. The Proposer shall propose a detour route using State Highway and/or State Aid roadways.
34. **Book 2, Section 1.9:** The RFP added a requirement for a Civil Rights Compliance Manager. Please provide the expected qualifications and duties of this position.
- A. Requirements will be clarified in the Final RFP.
35. **Book 2, Section 3.1.5:** The requirements dictate that Stillwater Avenue will be widened with a future sidewalk. Please confirm there is enough ROW for this widening?
- A. This Project is not responsible for securing any necessary rights for the potential future sidewalk.

36. **Book 2, Section 3.1 (5)**: Please clarify if the Stillwater Avenue widening limit to the north is the intersection of Stillwater Avenue & Drew Lane. Also, please clarify if there are any other intended upgrades at this intersection?
- A. This is correct and will be clarified in the Final RFP, along with details of expected work to occur with the associated widening.
37. **Book 2, Section 3.1 (6.5)**: Please clarify whether the open drainage ditch needs to be sized for future capacity using current standards, or if there is an additional allowance that should be considered.
- A. No, drainage does not need to be sized for future capacity considerations.
38. **Book 2, Section 3.1.2**: The requirements dictate that work “be designed and constructed such that Arctic Brook and the existing box-culvert carrying the Arctic Brook, located east of the Kenduskeag Bridge, are not impacted.” Please provide any and all information related to the design (including geotechnical investigations and soil/rock laboratory testing), original construction, repair/rehabilitation, and existing condition of the existing box-culvert.
- A. This is a city-owned structure; the Department does not have any additional information beyond what is shown on the As-Built Plans for the Kenduskeag Avenue Bridge. The Department has contacted the City of Bangor requesting additional information if available. Additional information, if received, will be provided with the Final RFP.
39. **Book 2, Section 6.1.2.7**: Please clarify the section is referring to pavement (asphalt) thickness and not the roadway (asphalt and subbase) section.
- A. Correct, the section is referring to asphalt thickness and will be clarified with the Final RFP.
40. **Book 2, Section 6.2.1.4.d**: The requirements note that Pedestrian Access to be maintained at all times. Can pedestrian access be delayed through flagging operations for safety reasons? It would remain open, but not with unfettered access.
- A. Yes, pedestrian access through the site may be stopped to ensure safety, with approval of the Resident. Delays shall not exceed 15 minutes. This will be clarified in the Final RFP
41. **Book 2, Section 6.2.1.5.f**: There is note about access to residences and private utility corridors. Please clarify the type of access required - walking access or vehicular access?
- A. Vehicular access shall be maintained. This will be clarified in the Final RFP.

42. **Book 2, Section 7.2:** Please clarify the geographic limits of the Section 106 determination.
- A. If the Design-Builder's Proposal includes work outside the limits outlined below, additional Section 106 consultation will be required.
- The Area of Potential Effect and boundary of surveys completed for the project will be provided with the Final RFP.
- The Area of Potential Effect considered for the Section 106 determination includes all areas adjacent to the project within the existing I-95 right-of-way.
43. **Book 2, Section 7.4.2:** Please define type and location of resources around Arctic Brook that shall not be impacted.
- A. "Resources" refers to the waterway and species within the waterway.
44. **Book 1, Section 105.12.1.7:** Are Boring Log Sheets required to be a part of the Design-Builders Design Plans?
- A. Yes. Section 105.12.1.7 will be amended to include Boring Log Sheets.
45. **Book 1, Section 105.12.1.7:** Will final LogDraft files of borings completed by the Design-Builder (i.e., "Final Geotechnical Explorations") need to be submitted to the Department?
- A. "Raw" LogDraft files and .dxf LogDraft files for borings completed by the Design-Builder (200-series borings) do not need to be submitted to the Department; however, pdf's of borings completed by the Design-Builder will need to be included in the 50%, 80% and Final Geotechnical Design Reports (Refer to Sections 105.12.8.5 – Geotechnical Design Reports and 105.12.2- Design Submittals).
46. **Book 2, Appendix E:** Will final LogDraft files of borings included in the Preliminary Geotechnical Data Reports be provided to the Design-Builder for use in preparing Boring Logs (if required) and Interpretive Subsurface Profile sheets?
- A. "Raw" LogDraft files and .dxf LogDraft files from borings completed by the Department will be provided to the Design-Builder for use in preparing Boring Log Sheets. The Design-Builder is responsible for entering and processing borings they've completed into LogDraft.
47. **Book 2, Appendix E:** Can a Boring Location Plan showing the locations of Preliminary Geotechnical Investigations completed by the Department for Kenduskeag Avenue Bridge No. 5798 be provided?
- A. A revised Geotechnical Data Report will be uploaded to the Project Website with the Boring Location Layout sheet included.

48. **Book 2, Appendix E:** A “Geologic Evaluation of Exposed Rock Cuts” was completed along Stillwater Avenue, beneath the existing I-95 bridge foundations, and a summary of rock cut discontinuities is presented in Table 2 of the Preliminary Geotechnical Data Report for Interstate 95 Bridge Nos. 1427 and 5800 over Stillwater Avenue. Can digital images of the exposed rock cuts that identify (label) and show the locations of the measured discontinuities presented in Table 2 be provided?

A. Digital images will be provided with the release of the Final RFP.