



MaineDOT

REQUEST FOR PROPOSALS

BOOK 2 - PROJECT REQUIREMENTS

**HAMPDEN
I-95 OVER SOUADABSCOOK STREAM
WEST, CENTER AND EAST
AND
I-95 OVER EMERSON MILL ROAD & CMQR
AND
COLD BROOK ROAD OVER I-95
BRIDGE NOs. 5951, 1433, 5950, 1432, 5949, 1431, 5969, 1430, 5970**

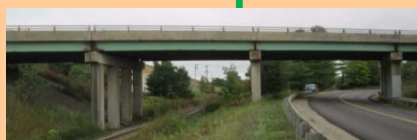
LOW BID DESIGN-BUILD PROJECT

**PROJECT NOs. 2173000, 2173010, 2172800,
2172810, 2172900, 2172910, 2167310, 2167300, 2322400**

June 25, 2019

Amendment #1: September 10, 2019

Amendment #2: September 23, 2019



June 25, 2019

Amendment #1: September 10, 2019

Amendment #2: September 23, 2019

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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, 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. Hampden 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. Hampden Bridge Bundle Project:

a. WIN 21730.00 – I-95 NB over Souadabscook Stream – West, Bridge No. 5951	\$ _____
b. WIN 21730.10 – I-95 SB over Souadabscook Stream – West, Bridge No. 1433	\$ _____
c. WIN 21728.00 – I-95 NB over Souadabscook Stream – Center, Bridge No. 5950	\$ _____
d. WIN 21728.10 – I-95 SB over Souadabscook Stream – Center, Bridge No. 1432	\$ _____
e. WIN 21729.00 – I-95 NB over Souadabscook Stream – East, Bridge No. 5949	\$ _____
f. WIN 21729.10 – I-95 SB over Souadabscook Stream – East, Bridge No. 1431	\$ _____
g. WIN 21673.10 – I-95 NB over Emerson Mill Road & CMQR, Bridge No. 5969	\$ _____
h. WIN 21673.00 – I-95 SB over Emerson Mill Road & CMQR, Bridge No. 1430	\$ _____
i. WIN 23224.00 – Cold Brook Road over Interstate 95, Bridge No. 5970	\$ _____
Total Lump Sum Price:	\$ _____

D. Contract.

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

1. This Design-Build Contract Agreement;
2. The Design-Builder’s Statement of Interest (SOI);
3. All portions of the Request for Proposals (RFP), consisting of the Design-Build Low Bid General Conditions, Project Requirements, Appendices, and November 2014 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, November 2014 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 Hampden 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 Request for Proposal (RFP) dated June 25, 2019, 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 Hampden 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 February 26, 2019. 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

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 of the Design-Build Low Bid General Conditions with the exception that ATCs will be allowed as stated in Section 3.2 of this document. 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 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;
3. To minimize impacts to the traveling public, local residences, local communities, and emergency services during construction; and
4. To maintain two lanes of interstate traffic in each direction at all times.

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 November 30, 2022. 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

Supplemental Liquidated Damages at the rate of seven-hundred-fifty dollars (\$750.00) per lane per half-hour will be assessed for every half-hour, or portion thereof, that the Design-Builder does not maintain two (2) lanes of traffic in each direction of Interstate 95 between 7:00 AM and 7:00 PM in accordance with Section 3.2 of these Project Requirements.

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, for complete closure of Emerson Mill Road anytime between 4:00 AM and 8:00 PM.

1.5 Stipend

Each unsuccessful Proposer (or, in the event the Project is canceled, any Proposer) that submits a responsive Proposal will be entitled to receive a stipend of \$100,000 pursuant to Section 103.5 of the Design-Build Low Bid General Conditions.

1.6 Procurement Schedule

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

Milestone	Date
MaineDOT Issues Draft RFP for Questions and Comments	May 7, 2019
Proposers each attend first mandatory confidential One-on-One meeting with MaineDOT	June 3, 2019
Deadline for Proposers to Submit Questions on Draft RFP	June 4, 2019 at 3:00 PM EDT
*MaineDOT Issues Responses to Questions Received on the Draft RFP	June 18, 2019
MaineDOT Issues Final RFP	June 25, 2019
Begin Date for Proposers to Submit ATC Proposals	June 26, 2019
Begin Date for Proposers to Submit Questions on Final RFP	June 26, 2019
Proposers each attend second mandatory confidential One-on-One meeting with MaineDOT	July 8 to 12, 2019
Deadline for Proposers to Submit ATC Proposals	July 23 August 13, 2019 at 3:00 PM EDT
*MaineDOT Issues Responses to ATC Proposals	August 6 August 27, 2019
Deadline for Proposers to Submit Questions on Final RFP	August 13, 2019 at 3:00 PM EDT
*MaineDOT Issues Responses to Questions Received on the Final RFP	August 27, 2019
Deadline for Proposers to Submit Technical Proposal Packages and Price Proposal Packages	September 17 October 1, 2019 at 3:00 PM EDT

Milestone	Date
MaineDOT Issues Notice of Technical Proposal Responsiveness	October 1 October 15, 2019
Deadline for Proposers to Submit Cure for Technical Responsiveness	October 8 October 22, 2019 at 3:00 PM EDT
Deadline for Proposers to Submit Proposal Guaranty Package	October 16 October 30, 2019 at 11:00 AM EDT
Opening of Price Proposals	October 16 October 30, 2019 at 11:00 AM EDT
MaineDOT Awards Contract	November 2019
Design-Builder Begins Final Design & Construction	Winter 2019
Design-Builder Completes Final Design & Construction	November 30, 2022

*Follow-up clarification requests to the Department's responses must be submitted within two (2) Days to George M. A. Macdougall, P.E. at george.macdougall@maine.gov or via fax at 207-624-3431. 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, on the date and time specified in Section 1.6.

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.
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016

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

1.8 Insurance

Insurance requirements for the Project are set forth in Section 110.3 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.

1.10 Independent Verification

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

1.11 On the Job Training (OJT)

There is an established OJT requirement of 4,000 hours for this Project. The Proposer is required to meet that goal, if awarded the Project, in accordance with Subsection 105.10 of the Design-Build Low Bid General Conditions.

1.12 Disadvantaged Business Enterprise (DBE)

The Department has an annual DBE participation goal of 2.4%. The Department encourages the use of DBE firms to accomplish that goal, in accordance with Subsection 105.10 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 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. The Proposer must deliver its Technical Proposal Package, Price Proposal Package, and Proposal Guaranty Package to:

Address for U.S. mail, hand, overnight, or courier delivery:

George M. A. Macdougall, P.E.
Maine Department of Transportation
16 State House Station
24 Child Street
Augusta, ME 04333-0016

2.1.2 Technical Proposal Package

The Technical Proposal Package shall be submitted in a separate container clearly marked as follows:

Proposer's Name
Technical Proposal
Hampden Bridge Bundle
Container ___ of ___

2.1.3 Price Proposal Package

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
Hampden Bridge Bundle

2.1.4 Proposal Guaranty Package

The Proposal Guaranty Package shall be delivered separately in a sealed 8 ½" x 11" envelope, such that it can be opened without opening the Price Proposal Package, and clearly marked as follows:

Proposer's Name
Proposal Guaranty
Hampden Bridge Bundle

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 for the Project as noted in Chapter 2 of the Bridge Design Guide.

1. Describe the proposed design and construction of the Project, including, but not limited to, the following:
 - a. the new bridge superstructure for each full replacement bridge, including bridge rails and transitions, bearings, and any armored joints;
 - b. the new bridge substructure units and their foundations for each full replacement bridge, including any approach retaining walls;
 - c. the vertical and horizontal roadway alignments, including guardrail;
 - d. the clearances for each full replacement bridge
 - for the bridges over Emerson Mill Road & CMQR, provide the vertical and horizontal clearances,
 - for the bridges over the Souadabscook Stream provide the bottom of superstructure elevation and the headwater elevations and velocities at Q1.1, Q25, Q50, Q100, and Flood of Record;
 - e. environmental documentation as specified in Section 7.4 as well as approximate acreage of clearing associated with the Project;
 - f. utility coordination and accommodation; and
 - g. any approved ATCs that have been incorporated into the Proposal.
2. Provide the following preliminary plans and details 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 and typical sections of roadways;
 - b. preliminary plans illustrating the Design-Builder's approach to drainage;
 - c. a conceptual layout (general plan, elevation, and typical section);
 - d. bridge pier and pier foundation plans, elevations, and typical sections;
 - e. bridge abutment plans, elevations, and typical sections;
 - f. retaining walls and other proposed 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;
- h. plan(s) showing square footage and location of proposed permanent and temporary impacts to streams and wetlands and a description of how impacts were avoided and minimized to the extent practicable;
 - i. cross sections showing the cut/fill lines along with the existing Right-of-Way adjacent to any wetland area outlined in this RFP; and
 - j. any additional plans, cross-sections, profiles, details, or renderings the Proposer feels is necessary to convey how the proposed design satisfies the Project requirements.
3. Provide the Schedule for the design and construction of the Project, including utility accommodations and/or relocations; Right-of-Way mapping, appraisals, and acquisitions; and consideration for constructability and maintenance of traffic.

2.2.1 Number of Copies

Proposers shall provide the following number of copies:

- 1. Three (3) original copies of Form A, bearing original signatures in blue ink;
- 2. One (1) each of the letter(s) approving changes in Proposer's organization (if applicable);
- 3. Six (6) sequentially numbered copies of the 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);
- 6. One (1) original of the Priced DBE Form (Form E), sealed with Form D in the Price Proposal Package; and
- 7. One (1) flash drive containing an electronic copy of the Technical Proposal and the 11" x 17" plan set in Adobe Acrobat PDF format.

Page limits shall be as specified in Subsection 102.3.2.1 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

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

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

1. The highway approaches to the new bridges shall each have an overall minimum paved width of forty feet (40'), consisting of two (2) twelve-foot (12') minimum travel lanes, one (1) six-foot (6') minimum inside shoulder and one (1) ten-foot (10') minimum outside shoulder transitioning into existing widths.
2. The minimum longitudinal grade on the new bridges shall be one-quarter percent (0.25%). 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.
3. The minimum design speed for the Project shall be 70 mph, except as otherwise noted. **There are approved design exceptions for stopping sight distance for the crest curve of the I-95 vertical profiles over Emerson Mill Road & CMQ Railway (<http://mainedot.gov/design-build/hampden/>).** For new structures on the existing horizontal alignment, transition geometry back to existing once beyond the limits of the bridge.
4. The minimum bottom of superstructure elevation for all spans over Souadabscook Stream shall be Elevation 130.0 (NAVD 1988), based on passage of the 1936 and 1955 Floods of Record.
5. For the bridges over Souadabscook Stream, the length of the new bridge shall equal or exceed that of the existing bridges as measured from face to face of abutments. Additionally, the proposed abutments shall not be closer to the stream than the existing abutments.
6. No reuse of existing piles is allowed, except for Bridge No. 5970.
7. No reuse of existing piers is allowed.

8. The design for the new bridges in the Hampden 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,
 - f. trusses, or
 - g. other non-redundant type structures.
9. The new bridges in the Hampden Bridge Bundle shall have an overall forty feet (40') minimum curb-to-curb width, consisting of two (2) twelve-foot (12') minimum travel lanes, one (1) six-foot (6') minimum inside shoulder and one (1) ten-foot (10') minimum outside shoulder.
10. For the Emerson Mill Road & CMQR bridges, the total length of the new bridges shall be such that they accommodate the following minimum horizontal clearances:
 - a. The minimum horizontal clearance to the existing track centerline shall be eighteen feet (18') to the west and thirty-two feet (32') to the east, and
 - b. The minimum horizontal clearance to Emerson Mill Road shall be determined in accordance with AASHTO A Policy on Geometric Design of Highways and Streets, the Design section of the MaineDOT Highway Program website (<https://www.maine.gov/mdot/engineering/highway/>), and MaineDOT Engineering Instructions, as applicable, **for a 40 mph design speed**.
11. For the Emerson Mill Road & CMQR bridges, the following vertical clearance criteria applies:
 - a. The minimum overhead railroad clearance to top of rail shall be twenty-three feet (23'),
 - b. The minimum overhead clearance to Emerson Mill Road shall be fifteen feet six inches (15'-6").
12. Temporary roadway diversions shall be designed for 55 mph. An additional 10 mph design speed reduction in the construction zone for a duration not to exceed 72 hours is permissible with the following exceptions: no additional 10 mph

reduction will be allowed from the July 4th holiday weekend through the Labor Day holiday weekend nor during the Columbus Day holiday weekend.

13. For temporary roadway diversions, the sideslopes shall be 4H:1V or flatter when roadside barriers are not used.
14. The Rest Areas/Information Centers shall not be used as Design-Builder parking, staging, laydown areas, or for management office trailers and shall remain accessible to the Travelling Public at all times.

3.2 Technical Proposal Responsiveness Requirements (Subject to ATC Allowance)

The following Technical Proposal Responsiveness Requirements shall be met, unless otherwise approved through the ATC process:

1. All piers supporting the new water crossings in the Hampden Bridge Bundle shall be concrete wall piers on spread footings/distribution slabs with concrete seals founded on bedrock, drilled shafts, or piles. The new bridge shall be designed for scour as described in the MaineDOT Bridge Design Guide, including placing the bottom of the seal to a minimum of two feet (2') below the check flood scour level.
2. Main load-carrying members supporting the bridge deck shall be either structural steel or precast, prestressed concrete.
3. All decks on the new bridges shall be full-depth cast-in-place concrete with stainless steel reinforcing bars.
4. The design for the new bridges in the Hampden Bridge Bundle shall not incorporate the following:
 - a. Transverse deck joints,
 - b. Longitudinal deck construction joints, or
 - c. Abutment foundations, in the final condition, supported on fill behind retaining walls of any type.
5. On the interstate, two (2) twelve-foot (12') minimum lanes and two (2) paved shoulders in both directions shall be maintained at all times during construction, except as otherwise noted. The shoulder shall meet the following minimum widths:
 - a. Four-foot (4') minimum shoulder when adjacent to roadside barrier,
 - b. Two-foot (2') minimum shoulder otherwise.

6. No full closure of Interstate 95 is allowed in either direction. Single lane closures in either direction of Interstate 95 are allowed without penalty between 7:00 PM and 7:00 AM.
7. Emergency Median Crossovers shall not be used as Design-Builder parking, staging, or laydown areas. The Emergency Median Crossover near the Emerson Mill Road & CMQR bridges shall remain open at all times.
8. Full closure of Emerson Mill Road is allowed without penalty between 8:00 PM and 4:00 AM to allow for certain construction activities, such as demolition and beam setting. One (1) fifteen-foot (15') minimum lane of alternating traffic must be maintained at all other times and controlled with flaggers or temporary signals. Coordination with the Town of Hampden prior to implementation of any short-term closures shall be required.
9. A minimum of two (2) lanes of traffic, one lane in each direction of Cold Brook Road, shall be maintained on the bridge at all times during construction.
10. A safe recreational boating zone shall be maintained through the Souadabscook Stream work sites for five (5) days each year to accommodate the Souadabscook Stream Canoe Race. The five days begin on the Wednesday prior to the second Saturday of April and end the day after the race. Coordination with the race organizers to facilitate safe passage of the race participants shall be required.
11. For the bridges over Souadabscook Stream, the replacement bridges shall be located on the same horizontal alignment as the existing bridges.

4. SCOPE OF DESIGN-BUILD WORK/PROJECT DESCRIPTION

4.1 Project Description

The Hampden Bridge Bundle Project (the Project) includes the design and construction of eight (8) full replacement bridges carrying Interstate 95 Northbound and Southbound in Hampden, Maine between Exit 174 and Exit 180 and one (1) partial in-kind replacement of the Exit 180 overpass bridge.

- The northbound/southbound bridge pairs to be fully replaced are located at four different sites. The first three sites cross the Souadabscook Stream and are referred to as West, Center, and East Bridges. The fourth site crosses Emerson Mill Road and the Central Maine & Quebec Railway (CMQR).
- The last bridge in the bundle is a partial replacement of the Cold Brook Road over Interstate 95 Bridge. The partial replacement entails the removal and construction of four (4) in-kind replacement piers down to the tops of the existing footings, as well as replacement of the guardrail.
- In addition to the proposed bridge design and construction, the Project includes removal

of all eight (8) existing bridges being fully replaced, construction of approximately one thousand feet (1000') of approach roadway work at each of the bridges for profile grade adjustments, and construction of a temporary roadway diversion in the median.

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. See Section 9 of the RFP for details regarding coordination with the Central Maine & Quebec Railway for working over and adjacent to the tracks.

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 <http://mainedot.gov/design-build/hampden/>, 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 Microstation/InRoads and PDF format from the Project website. A hard copy may also be

obtained from the Department upon request and for a nominal fee.

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

5.1.2 Reports

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

1. Four (4) preliminary Geotechnical Data Reports (GDRs), dated February 2019 and GDR-Part II date June 2019;
2. Existing Conditions/Inspection Reports/Photos for the existing bridges in the Hampden Bridge Bundle;
3. Hydrologic Data and Draft Hydraulics Report;
4. Traffic Data;
5. Accident Data; and
6. Preliminary Public Meeting Minutes.

5.1.3 Geotechnical Data

Proposers are responsible for reviewing and analyzing the four (4) Geotechnical Data Reports (GDRs) dated February 2019 and the GDR – Part II dated June 2019. The GDRs are available for download at the Project website at <http://mainedot.gov/design-build/hampden/>. Soil samples and rock cores that were not submitted for laboratory testing are available for viewing by interested Proposers upon request. Arrangements for viewing should be made through the Department's Contract Representative.

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 (January 2020) based on the Project Design Requirements listed in Section 6 and the Environmental Requirements listed in Section 7:

1. Conditionally approved US Army Corps of Engineers (USACE) permit;
2. Conditionally approved MEDEP permit pursuant to the Natural Resources Protection Act (NRPA);
3. Essential Fish Habitat (EFH) assessment and consultation.

6. PROJECT DESIGN REQUIREMENTS

6.1 Design Documents

All design documents included in this Project shall meet the requirements of Subsection 105.12.1 of the Design-Build Low Bid General Conditions.

6.2 Design Submittals and Reviews

All design submittals and reviews included in this Project shall meet the requirements of Subsection 105.12.2 of the Design-Build Low Bid General Conditions.

6.3 Re-submittal Process

All design re-submittals included in this Project shall meet the requirements of Subsection 105.12.3 of the Design-Build Low Bid General Conditions.

6.4 Release for Construction

All release for construction included in this Project shall meet the requirements of Subsection 105.12.4 of the Design-Build Low Bid General Conditions.

6.5 Design Changes

All design changes included in this Project shall meet the requirements of Subsection 105.12.5 of the Design-Build Low Bid General Conditions.

6.6 Administration and Coordination

All administration and coordination included in this Project shall meet the requirements of Subsection 105.12.6 of the Design-Build Low Bid General Conditions.

6.7 Highway Design

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

6.7.1 Highway Alignment Design Criteria

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.

6.7.2 Pavement Design

The Interstate shall be constructed with 8" HMA over 27" of gravel (18" ASCG type D under 9" Base Course Aggregate type A), and any fill material needed below subgrade shall be granular borrow. This will be required of the Design-Builder on all sections of the Interstate that are rebuilt, re-aligned as well as any fully constructed bridge approaches.

Reconstruction of Emerson Mill Road shall be constructed with 4" HMA over 18" ASCG type D.

6.8 Highway Design Features

~~No relocation or disturbance of the existing culverts under Interstate 95 is required. The existing culverts under Interstate 95 shall not be disturbed or relocated. Any~~ 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/mdot/engineering/highway/>).

6.9 Traffic Engineering

6.9.1 Traffic Management Plan

The plans shall include waterway accommodation for the Souadabscook Stream Canoe Race which takes place annually on the Second Saturday in April.

The plans shall also include any improvements needed to shoulders, filling rumble strips, and restoring rumble strips.

Accommodation of the snowmobile trails in the vicinity of the Emerson Mill Road & CMQR bridges shall also be made during construction, based on the results of the Design-Builder's public outreach to the Public and local snowmobile clubs.

6.9.2 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.

6.9.3 Pavement Markings

Recessed Polyurea markings are required. No additional pavement markings other than that specified in Subsection 105.12.7.3 of the Design-Build Low Bid General Conditions is required.

6.9.4 Traffic Signals

No permanent traffic signals are required for this Project.

6.9.5 Traffic Studies

No additional traffic studies other than that specified in Subsection 105.12.7.5 of the Design-Build Low Bid General Conditions are required.

6.9.6 Lighting

No permanent lighting is required for this Project. However, the Design-builder shall replace or modify any existing lighting that it is affected by the Proposer's design.

6.10 Geotechnical Design and Construction

6.10.1 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.

6.10.2 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 four (4) Geotechnical Data Reports (GDRs) for the four pairs of full replacement bridges. This preliminary investigation included twenty-four (24) borings as follows:

1. Sixteen (16) borings immediately behind the existing bridge abutments,
2. Six (6) over-water borings drilled from the deck of the existing bridges over Souadabscook Stream, and
3. Two (2) borings drilled adjacent to Emerson Mill Road.

The Department has completed a subsequent investigation and a GDR-Part II. This subsequent investigation included twenty (20) borings in the median along the conceptual temporary roadway diversion.

Soil samples and rock cores from borings where rock coring was performed and which were not subjected to laboratory testing are available for viewing through the Contract Representative. The results of the laboratory soil tests are summarized in the GDRs and the GDR-Part II.

6.10.3 Supplemental Boring Program

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

6.10.4 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.

6.10.5 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 results in time-dependent consolidation settlement or slope instability, or if embankments or construction activities are expected to impact the existing bridge substructures and approach embankments.

Where necessary, lightweight fill shall be either expanded polystyrene (EPS) geof foam, 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.

6.10.6 Slopes and Riprap Protection

Side slopes for roadway sections with guardrail shall be 2H:1V or flatter.

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.

Riprap filled with Special Fill (see Appendix J) shall not be considered to contribute to the overall thickness of soils required for frost protection.

6.11 Bridge Design and Construction

6.11.1 Additional Design and Performance Criteria

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:

1. The new bridges shall be designed for a minimum of seventy-five (75) year design/service life in accordance with AASHTO LRFD.
2. The new bridges shall not be located within a sag vertical curve.
3. Live load deflection of the new superstructures shall be limited to $L/800$ per AASHTO LRFD.
4. Bridge rail systems shall either meet MASH TL-4 or be MaineDOT 3-Bar steel bridge railing. The Emerson Mill Road & CMQR bridges shall either be a closed

rail system or use a permanent, galvanized snow fence attachment in conjunction with the MaineDOT 3-Bar steel bridge railing.

5. Stainless steel reinforcing is required in all locations, except:

- a. In-water piers
- b. Footings
- c. Buried approach slabs

In-water piers shall use plain reinforcing with corrosion inhibitor in the concrete at the rate of 5.5 gallons per cubic yard unless stainless steel reinforcing is used.

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

- a. 1.5 inches to stirrups in precast concrete beams
- b. 1.5 inches in bottom of decks
- c. 3 inches for cast-in-place footings

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

8. 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 transition barriers,
- d. All exposed surfaces of concrete bridge rails,
- e. All exposed surfaces of new abutments, piers and wingwalls to one foot below finished grade.

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

10. Weathering steel girders are not allowed.

11. 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. 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 top coat is not required for hot-dip galvanized steel. Metallized steel shall receive a seal coat.

b. Drip bars are required.

12. The top surface of the new bridge deck, not otherwise protected by a raised curb, shall be fully protected by a bituminous wearing surface on high performance membrane waterproofing.
13. All bridge drains shall be FRP per Special Provision 502 found in Appendix J.
14. Piers within the clear zone of any roadway shall be designed for vehicular collision per AASHTO LRFD.
15. Piers within twenty-five feet (25') of the centerline of a railroad track shall be designed in accordance with AREMA requirements for Pier Protection (See Appendix L).
16. The reinforced earth retaining wall systems in the Standard Specifications were developed using design criteria based on dry conditions. The Design-Builder shall adjust the design criteria as appropriate if retaining wall systems are to be used in saturated conditions.
17. Mechanically Stabilized Earth Retaining Walls shall not be used adjacent to waterways in the final condition.
18. 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.
19. A modified Strength I Limit State analysis shall be performed that includes a 25% increase in the Design Truck axle load specified in BDG Section 3.2 – MaineDOT Live Load Policy (New and Rehabilitation).
20. A modified Strength I Limit State analysis shall be performed that includes the ice pressures specified in BDG Section 3.9 – Ice Loads.
21. The ice pressures for Extreme Event II shall be applied at the Q1.1 and Q50 elevations as defined in BDG Section 3.9 with the design ice thickness increased by 1 foot and with a load factor of 1.0.
22. The Project is in a high vehicle and large animal collision area. The Design-Builder shall accommodate large animal passage under each of the Souadabscook Stream bridges. Accommodation shall include a four foot (4') minimum wide shelf at Elevation 122 on the west side of Bridge Nos. 1433 and 5951 and on the east side of Bridge Nos. 1432, 5950, 1431, and 5949. The wildlife shelf shall have

a maximum slope of 5H:1V and have Special Fill per Special Provision 203 in Appendix J.

23. Existing riprap or roadway embankments at stream crossings below Elevation 120 shall not be disturbed except for removal of all existing piers and placement of up to one (1) new pier. This requirement reflects technical assistance from USFWS as further explained in Appendix I. Riprap shall be placed per the standard detail to fill in the areas disturbed due to pier removal and pier placement and shall have Special Fill per Special Provision 203 in Appendix J. Above Elevation 120, riprap shall be placed on a slope of 1.75H:1.0V or flatter.
24. A two and a half foot (2.5') maintenance shelf shall be placed at the face of each abutment.
25. For Cold Brook Road over Interstate 95 Bridge:
 - a. The existing piers shall be removed to the top of the existing footings (pile caps) and replaced in-kind in accordance with the original design plans. The existing piles and pile caps shall remain.
 - b. Seat elevations shall match the existing as-built elevations as surveyed by the Design-Builder and the bearings shall be refurbished and reset; or alternatively, following the requirements of 105.12.1, 105.12.2 and 105.12.9, replacement bearings are allowed.
 - c. The temporary supports and existing superstructure shall meet Maine Legal Load requirements during construction.
 - d. Protective coating for concrete surfaces shall be applied to all exposed surfaces of new piers to one foot below finished grade.
 - e. Replace the entire run of guardrail in front of the piers, including terminals, with thrie-beam.

6.11.2 Demolition of Existing Bridges

For the full replacement bridges, the existing bridges shall be removed to one foot (1') minimum below the existing substrate/river bottom. If any part of an existing bridge is located within an area receiving new fills, then the existing bridge shall be removed to one foot (1') below the new finished grade.

The steel portions of the existing bridges are coated with a lead-based paint system and therefore, shall be handled in accordance with Section 105.12.9.5.

6.11.3 Construction

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

The minimum horizontal clearance required for a recreational boating zone of safe passage is fifteen feet (15'), which shall be maintained during construction for the times specified in Section 3, except during periods of beam or girder erection, placement of concrete deck, existing deck removal, and truss demolition. There is not a designated navigational channel for the existing bridges over the Souadabscook Stream. This zone shall be maintained in an area of the channel that provides for passage of canoes and proper signing and channel markers shall be placed upstream and downstream of the bridge.

6.12 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.

6.13 Drainage

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

The design of the I-95 over Emerson Mill Road and CMQR bridges shall correct drainage deficiencies in the drainage ditch between Emerson Mill Road and the slope in front of the western abutments. The existing slope in front of the abutments impedes the continuity of flow in the existing ditch.

6.14 Survey

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

6.15 Special Detours

The temporary roadway diversions are Special Detours and shall be in conformance with Section 510 of the Standard Specifications, **except as noted herein.**

The Special Detour shall be removed within any jurisdictional wetlands or streams and restored as stated in the RFP Book 2 Section 7. For portions of the Special Detour outside those areas, immediately adjacent to the permanent pavement, the area shall be graded with the standard roadside ditch to at least a 3-ft depth below the Profile Grade Line of the Interstate. In addition, all temporary pavement shall be removed and overlaid with loam and seed. The remaining embankment placed as part of the Special Detour may be left in place provided it does not alter existing drainage patterns or create areas of ponding water.

6.15.1 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. Temporary Interstate alignments shall be constructed with 4" HMA over 24" ASCG type D.
3. For existing recessed polyurea striping, use black tape to black it out. Grind all other conflicting pavement markings.
4. Existing rumble strips must be filled and reestablished. Mill and overlay within the limits of work at each bridge site.
5. Provide sequential lighting, barrel mounted, into and out of any temporary Interstate curved roadway alignments.
6. The Design-Builder's submitted design computations and plans shall demonstrate that the temporary structure and approaches achieve acceptable minimum factors of safety for slope stability. Minimum factor of safety shall be 1.3 for approach embankment slopes and 1.5 for embankment slopes that contain or support an abutment.
7. Temporary fill shall meet the requirements of Section 203 – Excavation and Embankment of the Standard Specifications.
8. The bottom of superstructure elevation for any temporary bridge structures shall be above the Q10 water surface elevation.
9. Temporary structures may remain in place for longer than seven (7) months. The permits will assume they are in place for the duration of the Project.
10. The Design-Builder is responsible for determining and designing for any risk to the traveling public associated with a reduced hydraulic opening at any of the stream crossings due to temporary works.
11. Timber decking material is not allowed.
12. The maximum allowable settlement of the Special Detour pavement is 2 inches (2") within 300 feet (300') of abutment backwalls.
13. The horizontal clearance from face of any temporary pier or support to railroad track centerline is 10 feet (10'). The vertical clearance from top of rails to temporary structure is 23 feet (23').

6.15.2 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.

6.15.3 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 determined that the proposed project meets the criteria of its Programmatic Agreement with FHWA and MHPC pursuant to Section 106 provided that no work is proposed outside of the existing Right-of-Way.

7.3 Stormwater Management Requirements

The Department does not anticipate any Separate Stormwater Sewer Systems MS4 or Chapter 500 Stormwater Management permit requirements for this project.

7.4 Permitting

Conditionally approved permits will be obtained from the Army Corps of Engineers and Maine DEP for wetland and stream impacts. The approvals will be based on the design parameters outlined in this RFP and the technical proposal provided by the Design-Builder. The Design-Builder shall design the Project to meet the parameters and conditions outlined in the conditions of the Maine Programmatic General Permit contained in Appendix I 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 and Souadabscook Stream.
2. As part of the Technical Proposal, provide 11x17 plan view(s) showing location and square footage of permanent and temporary impacts to wetlands and streams associated with the project design and construction. All temporary impacts and permanent impacts need to be documented in a spreadsheet or table indicating impacts by stationing and cumulative impacts for the entire Project.
3. Special Detours or temporary roads shall be constructed in the median to avoid wetland impacts wherever possible.

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

7.5 Endangered Species Requirements

The Project is located within the range of federally endangered Gulf of Maine Atlantic salmon Distinct Population Segment and Souadabscook Stream is designated Atlantic salmon Critical Habitat. Atlantic salmon presence is expected in the project area. MaineDOT and FHWA will complete Formal Section 7 Consultation based on the design requirements listed in this RFP. The Design-Builder shall incorporate the following avoidance and minimization measures into the Technical Proposal for the bridges over the Souadabscook Stream:

1. Abutments shall be located no closer to the stream than existing abutments;
2. No excavation of existing slopes below Elevation 120;
3. At each bridge, there shall be no net increase in in-water structure footprint (piers and abutments);
4. All in-water work shall be completed between January 1-April 15 and July 15-October 30.
5. Piles **for in-water piers** driven by impact hammer may not exceed the following pile sizes:
 - a. Pipe pile: 30 inch
 - b. Steel H-pile: 14-inch
6. Sheet pile driving shall be completed using a vibratory hammer **for in-water installation**;
7. The Design-Builder shall provide noise attenuation for all in-water pile driving

with an impact hammer. Noise attenuation includes passive measures such as changing hammer type, reducing driving duration, reducing force settings on the hammer; and active measures. Active measures shall consist of cushions and bubble curtains.

- a. The Design-Builder shall employ a bubble curtain for all in-water impact pile driving. The bubble curtain shall meet the design specifications and performance requirements in the Bubble Curtain Specification provided in Appendix I. The Design-Builder shall complete a performance test of the bubble curtain prior to any impact pile driving. The performance test shall confirm the calculated pressures and flow rates at each manifold ring.
 - b. Payment for noise attenuation. The Design-Builder shall be responsible for implementing noise monitoring and noise attenuation as described above.
8. The Design-Builder shall complete hydroacoustic monitoring for all in-water pile driving with an impact hammer in accordance with the monitoring template provided in Appendix I.
 9. All in-water excavation shall be completed within a cofferdam;
 10. In-water activities that disturb clay substrate shall be completed inside of a cofferdam that shall contain sediments and turbid water generated by disturbance of clay substrate. A turbidity curtain does not meet this requirement;
 11. All in-stream work will take place inside of a cofferdam except: pile driving and clean riprap placement for temporary access;
 12. Abutment demolition shall occur inside of a dewatered cofferdam or outside of the water. Pier demolition shall occur within containment, but dewatering is not required;
 13. For any required pumping operations, the Design-Builder shall use a screen on each pump intake sufficiently large enough so that the approach velocity does not exceed 6.10 centimeters per second (0.20 feet per second). Square or round screen face openings are not to exceed 2.38 mm (3/32 in) on a diagonal. Criteria for slotted face openings must not exceed 1.75 mm (approximately 1/16 in) in the narrow direction. These screen criteria follow NMFS (2008). Intake hoses shall be regularly monitored while pumping to minimize adverse effects to Atlantic salmon.
 14. All areas of temporary waterways or wetland fill shall be restored to their original contour and character upon completion of the Project.
 15. The Design-Builder shall minimize vegetation clearing adjacent to the river to the maximum extent practicable. Areas of disturbed soil adjacent to the waterways will be stabilized and re-vegetated with a seed mix appropriate for riparian areas in Maine.

16. The Design-Builder shall contact Eric Ham of MaineDOT Environmental Office (207-215-7356, eric.ham@maine.gov) at least two weeks prior to installation of cofferdams to coordinate possible fish evacuation. Fish evacuation will be performed by MaineDOT. Fish evacuation includes electrofishing. Electrofishing activities are prohibited when water temperature is more than or equal to 22 degrees Celsius (71.6 degrees Fahrenheit). The Design-Builder shall accommodate this activity in project scheduling.
17. Permanent riprap placed in-stream below Elevation 120 shall be filled and sealed with Special Fill per Special Provision 203 in Appendix J.
18. Any temporary fill in Souadabscook Stream for construction access or temporary bridges may not extend into the stream more than 22 feet from the shoreline (denoted as the "RUS" line in the wetlands.dgn file) at each crossing. This maximum distance is cumulative (e.g., maximum 22 feet extending from one side of the stream, or up to 11 feet on each side of the stream). Pile supported structures may extend beyond the limits of temporary fill.
19. Temporary fill placed in wetlands and streams for construction access shall consist of non-erodible material on top of a geotextile fabric filter layer.
20. If piles are removed by cutting, they shall be cut to one-foot below the substrate level.
21. If piles are pulled from the substrate, the work shall be completed using a BMP to minimize turbidity.
22. In-water blasting is prohibited.
23. The Design-Builder shall hold a pre-construction meeting with appropriate MaineDOT Environmental Office staff, other MaineDOT staff, and the Design-Builder to review all procedures and requirements for avoiding and minimizing effects to Atlantic salmon (ATS). The following individuals/agencies shall be invited: ACOE (Jay Clement, jay.l.clement@usace.army.mil); and U.S. Fish and Wildlife Service (Patrick Dockens, patrick_dockens@fws.gov), FHWA (Eva Birk, eva.birk@dot.gov).
24. The Project is located within the range of the federally threatened Northern Long-Eared Bat. The Department will complete Streamlined 4(d) Consultation for the Project. The Design-Builder shall provide the approximate acreage of clearing associated with the Project in the Technical Proposal.

7.6 Hazardous Materials

The Design-Builder is responsible for precautions to address worker health and safety in accordance with applicable regulations. For Bridge Nos. 5959, 1432, 5949, 1431, 1433 the data review suggests no issues with petroleum or hazardous waste should be encountered. However, Bridge Nos. 1430 and 5969 are located adjacent to the former Sawyer Landfill and the Design-

Builder should be made aware of potential methane gas and groundwater leachate issues.

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

7.7 Dredge Spoils Requirements

Any excavation of material below normal high water must be handled and utilized in accordance with applicable regulations and the Maine DEP Solid Waste Rules Chapter 418.

For Bridge Nos. 5950, 1432, 5949, 1431, 5951 and 1433 the streams are classified as Class AA water bodies. Any dredge associated with these bridges is exempt from the beneficial reuse regulations. The material can be beneficially reused in areas specified by the MaineDOT. No dredge is anticipated for Bridge Nos. 1430 and 5969.

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 (e). 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 protect in place the buried AT&T cable that runs adjacent to the Central Maine & Quebec Railway at the Emerson Mill Road & CMQR bridges.

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 Policy (17-229 CMR Chapter 210), Title 23 MRSA

§ 154, and Title 23 CFR § 645.

8.3 List of Known Utility Owners and Contacts

AT&T Contact: Mark Larchar
ML191H@att.com
(207) 213-9248

9. RAILROAD COORDINATION

9.1 Design-Build Work Affecting Railroad Operations

The Project will span the railroad tracks owned and operated by Central Maine & Quebec Railway (the Railroad) at the Emerson Mill Road & CMQR bridges. The Design-Builder shall be responsible for coordinating all of its activities with the various parties so that there are no impacts to railroad operations, except as specifically approved by the Owners and Operators. For design features of the bridge, see Section 3 and 6.11.

The Design-Builder shall be responsible for coordinating and procuring flagging and shall contact the Railroad directly to obtain requirements for flaggers and rates.

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

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

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

9.2 Railroad Protective Insurance

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

9.3 Railroad Contact

CMQR Contact: Tom Tardif - Central Maine & Quebec Railway
tom.tardif@cmqrailway.com
(207) 848-4246 (phone) / (207)745-9704 (cell)

10. RIGHT-OF-WAY

10.1 Right-of-Way Acquisition Services

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

10.2 Property Acquired by Department

No additional Right-of-Way is anticipated outside the limits of the existing Interstate Right-of-Way, therefore no additional Right-of-Way has been acquired by the Department.

11. PAVEMENT AND BRIDGE WARRANTY

11.1 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.

11.2 Bridge Warranty

11.2.1 Ten (10) Year Warranty Items

11.2.1.1 Bridge Deck Joints

The Design-Builder shall provide a Warranty for bridge deck joints, if used, in accordance with Section 106.3 of the Design-Build Low Bid General Conditions.

11.2.1.2 Waterproofing Membrane

The Design-Builder shall provide a Warranty for waterproofing membrane, if used, in accordance with Section 106.3 of the Design-Build Low Bid General Conditions.

11.2.2 Five (5) Year Warranty Items

11.2.2.1 Bearings

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

11.2.2.2 Steel Coating Systems

The Design-Builder shall provide a Warranty for steel coating systems, if used, in accordance with Section 106.3 of the Design-Build Low Bid General Conditions.

12. OTHER WORK

The Design-Builder shall provide a Public Information Plan as described herein.

The Public Information Plan shall identify strategies and personnel to be used for outreach to the traveling public, municipal officials, First Responders, local residents, and businesses. Personnel may include an advertising agency or specific individuals with communication backgrounds. The plan should include tasks associated with public meetings, the design phase as well as the construction phase. Strategies in the Public Information Plan may include print ads in newspapers, press releases, media tours, brochures, posters, computer-based presentations, website, informational public meetings, etc. The Design-Builder shall participate in an 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 provide presentation quality hard copy and/or electronic graphics suitable for viewing by a large audience.

Part 3 - Appendices

June 25, 2019
Amendment #1: September 10, 2019
Amendment #2: September 23, 2019

Appendix A – Federal Wage Rates

APPENDIX A

Federal Wage Rates

The 2019 Federal Highway rates for Penobscot County can be found at:
<http://mainedot.gov/design-build/hampden/>.

- 2019 Federal Highway Rates for Penobscot County

Appendix B - Contract Forms and Exhibits

FORM A – TECHNICAL PROPOSAL SUBMISSION FORM

Hampden Bridge Bundle

**Project Nos. 2173000, 2173010, 2172800, 2172810, 2172900, 2172910, 2167310, 2167300,
2322400**

(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 <http://mainedot.gov/design-build/hampden/>.
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

[Sign in Ink]

By: _____
[Name and Title Printed]

FORM C – PROPOSAL GUARANTY FORM

Hampden Bridge Bundle

**Project Nos. 2173000, 2173010, 2172800, 2172810, 2172900, 2172910, 2167310, 2167300,
2322400**

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

Hampden Bridge Bundle

Project Nos. 2173000, 2173010, 2172800, 2172810, 2172900, 2172910, 2167310, 2167300, 2322400

(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 – HAMPDEN BRIDGE BUNDLE PROJECT

- a. WIN 21730.00 – I-95 NB over Souadabscook Stream – West, Bridge No. 5951 \$ _____
 - b. WIN 21730.10 – I-95 SB over Souadabscook Stream – West, Bridge No. 1433 \$ _____
 - c. WIN 21728.00 – I-95 NB over Souadabscook Stream – Center, Bridge No. 5950 \$ _____
 - d. WIN 21728.10 – I-95 SB over Souadabscook Stream – Center, Bridge No. 1432 \$ _____
 - e. WIN 21729.00 – I-95 NB over Souadabscook Stream – East, Bridge No. 5949 \$ _____
 - f. WIN 21729.10 – I-95 SB over Souadabscook Stream – East, Bridge No. 1431 \$ _____
 - g. WIN 21673.10 – I-95 NB over Emerson Mill Road & CMQR, Bridge No. 5969 \$ _____
 - h. WIN 21673.00 – I-95 SB over Emerson Mill Road & CMQR, Bridge No. 1430 \$ _____
 - i. WIN 23224.00 – Cold Brook Road over Interstate 95, Bridge No. 5970 \$ _____
- 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.]

Appendix B

By: _____
Form D

June 25, 2019

Amendment #1: September 10, 2019

Amendment #2: September 23, 2019

**FORM E - MaineDOT DESIGN-BUILDER'S DBE/SUBCONSULTANT/SUBCONTRACTOR
PROPOSED UTILIZATION FORM**

Must be provided by the Design-Builder as an attachment to the Price Proposal.*

Design-Builder: _____ Telephone: _____ Ext _____

Contact Person: _____ Fax: _____

E-mail: _____

TOTAL CONTRACT/MODIFICATION AMOUNT: \$ _____ DATE OF EXECUTION: _____
(For Department Use Only)

FEDERAL PROJECT WIN # _____ PROJECT LOCATION: _____

TOTAL ANTICIPATED DBE _____ % PARTICIPATION FOR THIS CONTRACT

W B E •	D B E •	Non DBE	Firm Name	Description of Work	Anticipated \$ Value
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Subconsultant/Subcontractor Total >					
DBE Total >					

**Note: This information is used to track and report anticipated DBE participation in all federally funded MaineDOT contracts. The anticipated DBE amount is voluntary and will not become a part of the contractual terms.*

(MAINEDOT INTERNAL USE ONLY)

Form received: ___/___/___ Verified by: _____
Civil Rights Office Representative

**For a complete list of certified firms and company designation (WBE/DBE) go to
<http://www.maine.gov/mdot/civilrights/>.**

FORM F – CONTRACT PERFORMANCE BOND
Hampden Bridge Bundle
Project Nos. 2173000, 2173010, 2172800, 2172810, 2172900, 2172910, 2167310,
2167300, 2322400

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:

Signature.....
Print Name Legibly

Signature

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

Appendix B

SIGNATURES:

PROPOSER:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

Form F

June 25, 2019

Amendment #1: September 10, 2019

Amendment #2: September 23, 2019

FORM G – CONTRACT PAYMENT BOND

Hampden Bridge Bundle

**Project Nos. 2173000, 2173010, 2172800, 2172810, 2172900, 2172910, 2167310, 2167300,
2322400**

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

Hampden Bridge Bundle

**Project Nos. 2173000, 2173010, 2172800, 2172810, 2172900, 2172910, 2167310, 2167300,
2322400**

*[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 Hampden Bridge 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	\$	\$

Stipend Agreement

The Stipend Agreement and Stipend Invoice form can be found at: <http://mainedot.gov/design-build/hampden/>.

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 <http://mainedot.gov/design-build/hampden/>.

- Hampden Preliminary Public Meeting – April 18, 2019

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 Hampden Bridge Bundle can be found at: <http://mainedot.gov/design-build/hampden/>.

Appendix E - Geotechnical Data

APPENDIX E

Geotechnical Data Reports

The Geotechnical Data Report (GDRs) of February 2019 and the GDR – Part II of June 2019 can be found at: <http://mainedot.gov/design-build/hampden/>.

Appendix F - Traffic Data and Crash Data

APPENDIX F

Traffic Data and Accident Data

Traffic Data and Accident Data can be found at: <http://mainedot.gov/design-build/hampden/>.

Appendix G - U. S. Coast Guard Construction Requirements

APPENDIX G

U. S. Coast Guard Construction Requirements

There are no U. S. Coast Guard Construction Requirements for this Project.

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

APPENDIX H

Survey Data, Wetland Delineation, and Existing Alignments

Survey data, wetland delineation, and existing alignments can be found at:
<http://mainedot.gov/design-build/hampden/>.

Appendix I - Permits and Other Environmental Information

APPENDIX I

Permits and Other Environmental Information

Permits and other environmental information, including an environmental explanation of RFP requirements, can be found at: <http://mainedot.gov/design-build/hampden/>.

Note: The Bubble Curtain Specification and hydroacoustic monitoring protocol are appendices to the Programmatic Consultation User's Guide:

<https://www.maine.gov/mdot/maspc/docs/MAPsUsersGuideVersion13-20-17.pdf>

Appendix J – Supplemental Specifications and Special Provisions

APPENDIX J

Supplemental Specifications and Special Provisions

Updates (corrections, additions and revisions) to the Standard Specifications are found in the Supplemental Specifications at: <http://mainedot.gov/design-build/hampden/>.

The following special provisions can be found at: <http://mainedot.gov/design-build/hampden/>.

- 203 Special Fill – Streambed Materials
- 502 Fiber Reinforced Polymer Bridge Drains
- 520 Asphaltic Plug Joint
- 606 Mid-Way Splice Guardrail

Appendix K – Hydrology and Hydraulics

APPENDIX K

Hydrology and Hydraulics

The following information can be found at: <http://mainedot.gov/design-build/hampden/>.

- Hydrology, Hydraulics and Scour Report (June 2019)

Appendix L – Utilities

APPENDIX L

Utilities

Available information regarding railroad requirements can be found at:
<http://mainedot.gov/design-build/hampden/>.

- AREMA Chapter 8 Part 2.1.5 Pier Protection
- CMQ Erection, Hoisting and Demolition Requirements
- CMQ Sheeting and Shoring Requirements
- Typical Railroad Cut Section

The existing utility information is provided in the survey files (Appendix H) which can be found at: <http://mainedot.gov/design-build/hampden/>.