

**OPERATIONS AND ROUTINE MAINTENANCE  
SERVICES**

**CASCO BAY BRIDGE**

**PORTLAND – SOUTH PORTLAND**

**2015**

**Updated 11/15/15**

# **STATE PROJECT**

**MAINTENANCE & OPERATIONS**

## **BIDDING INSTRUCTIONS**

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:
  - a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items in Appendix A, d) all of the proposal requirements called for in Appendix A, Section V, including but not limited to the Proposal Worksheet, the Economic Impact Worksheet, the Company's Qualifications and Experience, the Company's safety record and knowledge of Coast Guard regulations, and references e) two copies of the completed and signed Contract Agreement for Transportation Related Maintenance Work form f) the completed Contractor Information Sheet, and g) any other certifications or Bid requirements listed in the Bid Documents/RFP as due by Bid opening.
3. Include prices for all items in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
  - Bid Enclosed - Do Not Open
  - Title: Casco Bay Bridge Operations and Routine Maintenance
  - Towns: Portland – South Portland
  - Date of Bid Opening:
  - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

- Double Envelope: Bid Enclosed
- Title: Casco Bay Bridge Operations and Routine Maintenance
- Towns: Portland – South Portland
- Date of Bid Opening:
- Name of Contractor:

If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/mainedotdirections.htm>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title: Casco Bay Bridge Operations and Routine Maintenance
- Towns: Portland – South Portland
- Name of Contractor:

*If you need further information regarding Bid preparation, call the DOT Contracts  
Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department  
of Transportation, Standard Specifications, November 2014 Edition.*

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

# NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov).

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.



### **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: \_\_\_\_\_

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name and Title Printed)

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper “RFP for **Operations and Routine Maintenance for the Casco Bay Bridge** in the cities of **PORTLAND & SOUTH PORTLAND**” will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on November 18, 2015 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The highest scored responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Casco Bay Bridge Operations and Routine Maintenance

Location: In Cumberland County, project is located on the Casco Bay Bridge, Portland – South Portland

Outline of Work: Bridge operations, routine maintenance and other incidental work.

The basis of award will be determined using the criteria set forth in the Proposal Evaluation section of Request for Proposal.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Requests for Proposals, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation’s Regional Office in Scarborough. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

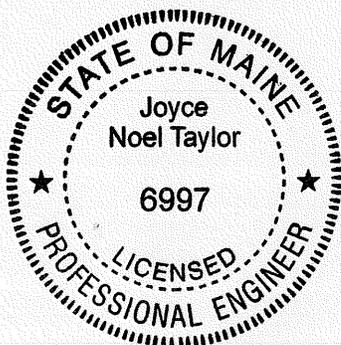
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier’s check, certified check, certificate of deposit, or United States postal money order in the amount of \$130,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

All work shall be governed by “State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition”, price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine  
October 28, 2015



*Joyce Noel Taylor*  
JOYCE NOEL TAYLOR P.E.  
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3  
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

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

CTM: \_\_\_\_\_

TEDOCS# \_\_\_\_\_

CSN \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED MAINTENANCE WORK**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (“Contractor”), a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “Contract”) hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Operations and Routine Maintenance for the Casco Bay Bridge**, in the cities of **Portland and South Portland**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

**B. Time.**

This contract commences on January 26, 2016 or 45 days after contract execution, whichever is latest and expires on **January 25, 2021**. At the Department’s discretion and upon mutual agreement with the Contractor, the contract may be extended for time

and money, under all the terms of this contract, at bid prices up to five (5) additional 1 year periods.

**C. Price.**

The quantities given in the Schedule of Items in Appendix A of the Bid Package 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, and that the amount of this offer is \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement, Appendices and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement, Appendices and Bonds contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices in the attached "Schedule of Items" in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract, the bids provided in the attached "Schedule of Items" and to provide the appropriate insurance and bonds if this offer is accepted by the Department.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_

Witness

CTM: \_\_\_\_\_

TEDOCS# \_\_\_\_\_

CSN \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED MAINTENANCE WORK**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (“Contractor”), a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “Contract”) hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Operations and Routine Maintenance for the Casco Bay Bridge**, in the cities of **Portland and South Portland**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

**B. Time.**

This contract commences on January 26, 2016 or 45 days after contract execution, whichever is latest and expires on **January 25, 2021**. At the Department’s discretion and upon mutual agreement with the Contractor, the contract may be extended for time

and money, under all the terms of this contract, at bid prices up to five (5) additional 1 year periods.

**C. Price.**

The quantities given in the Schedule of Items in Appendix A of the Bid Package 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, and that the amount of this offer is \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement, Appendices and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement, Appendices and Bonds contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices in the attached "Schedule of Items" in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract, the bids provided in the attached "Schedule of Items" and to provide the appropriate insurance and bonds if this offer is accepted by the Department.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_

Witness

CTM: \_\_\_\_\_

TEDOCS# \_\_\_\_\_

CSN \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED MAINTENANCE WORK**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and **ABC COMPANY** (“Contractor”) a corporation or other legal entity organized under the laws of the State of **ME**, with its principal place of business located at **123 ANY STREET, TOWN, ST 00000**, with a mailing address of **PO BOX XXX, TOWN, ST 00000**, and a telephone number of **(123)456-7890** .

The Vendor Customer Number of the Contractor is **VC00000000**

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “Contract”) hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Operations and Routine Maintenance for the Casco Bay Bridge**, in the cities of **Portland and South Portland**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

**B. Time.**

This contract commences on January 26, 2016 or when executed, whichever is latest and expires on **January 25, 2021**. At the Department’s discretion and upon mutual

agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to five (5) additional 1 year periods.

**C. Price.**

The quantities given in the Schedule of Items in Appendix A of the Bid Package 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, and that the amount of this offer is *Place bid here in alphabetical form such as One hundred, two dollars and ten cents.*

*\$ Repeat bid here in numerical terms such as \$102.10* Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement, Appendices and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement, Appendices and Bonds contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices in the attached "Schedule of Items" in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract, the bids provided in the attached "Schedule of Items" and to provide the appropriate insurance and bonds if this offer is accepted by the Department.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**SALE**

*Date Here*  
\_\_\_\_\_  
Date

*CONTRACTOR  
Sign Here*  
\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

*Print Name Here*  
\_\_\_\_\_  
(Name and Title Printed)

*Witness*  
\_\_\_\_\_

**G. Award.**

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
Witness

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 Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this ..... day of ....., 20.....

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

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

ADDRESS .....  
.....  
.....

TELEPHONE.....

.....

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 Contractor 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:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

## APPENDIX A

# MAINE DEPARTMENT OF TRANSPORTATION REQUEST FOR PROPOSALS AND SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE PERFORMED FOR Operations and Routine Maintenance for Casco Bay Bridge

The Maine Department of Transportation is soliciting bid proposals to provide operations and routine maintenance for the Casco Bay Bridge. Contractor will enter into a 5 year contract beginning on January 26, 2016, or 45 days after executed contract date, whichever is later.

### **I. SCOPE OF WORK**

This is operations and maintenance work involving the computerized operation and routine maintenance of a large and complex movable first class bridge. Responsibilities involve conducting day-to-day operation of the bridge and using a computer system to regulate passage of ocean going vessels. Tasks include troubleshooting technical problems to maintain passage capability and monitoring a multi-camera security system to comply with federal security requirements. This location is on major thoroughfare with heavy vehicular traffic and requirements for frequent openings. The frequency of the openings has averaged 2.3 openings per 24 hours and openings require approximately 15 minutes to complete. The Contractor and the employees are responsible for ensuring the immediate, safe, secure, and proper operations of the bridge during assigned hours. Operations work is performed under general supervision.

Maintenance includes routine maintenance in accordance with the schedules provided by the Department in this contract. Maintenance work is performed under general supervision.

#### **Operations**

This work will include labor and management to operate the Casco Bay Bridge in compliance with applicable Coast Guard regulations. The Contractor shall staff the bridge with two Bridge Operations Technicians to operate the bridge at all times. Bridge Operations Technicians may not leave until their replacement shows up. Bridge Operations Technicians may not work more than two consecutive 8 hour shifts. Bridge Operations Technicians must remain awake and alert at all times.

Bridge Operations Technician duties include the following:

- Looks and listens for radio contact and signals from approaching vessels and communicates by radio in order to implement passage/closure procedures
- Watch and warn approaching vehicular and pedestrian traffic prior to and during the operation of the draw bridge and ensure there are no vehicles or pedestrians on the draw span or between the gates when the draw is being operated.
- Operates computer console in order to open and close bridge for vessel passage.
- Troubleshoots technical problems on computer system in order to permit timely vessel passage.
- Operates multi-camera security system in order to monitor security as required by federal regulations.

- Records information on passage vessel in manual and computer logs in order to document bridge usage, including the names of the vessels which pass through the draw, their size, the direction of travel and the time.
- Hand crank traffic and pedestrian gates to open and close if the gates fail to operate using the electrical/mechanical system.
- Cleans facility control tower, kitchen area, restrooms, and locker area.
- Housekeeping around the tender's building as described in this RFP.
- Picking up and disposing of litter along the curb.
- Shoveling snow as described below.
- Reports repair needs to MaineDOT representative designated in order to initiate repair process.
- Instructs and mentors new Bridge Operations Technicians in order to fully train on bridge processes and equipment use.
- Notifies the MaineDOT representative(s) designated of accidents and issues immediately.

Training will be provided by the MaineDOT for the first year. The Contractor shall be responsible for training after the first year. Bridge Operations Technicians shall pass a MaineDOT Casco Bay Bridge Operator Certification Test, administered by the MaineDOT, covering Casco Bay Bridge policies and procedures and applicable Coast Guard regulations prior to operating the control panel and within the first three months of employment.

All operations shall be in accordance with MaineDOT policies and procedures and the Casco Bay Bridge Operators Manual.

The Contractor shall provide supervision. The Contractor shall provide two or more contact numbers to the MaineDOT for conflict resolution and to handle issues to ensure that a supervisor is available and can be contacted 24 hours seven days a week.

The MaineDOT will provide two way hand held radios. The Department is responsible for providing the phone lines and phones.

The MaineDOT will provide computers which are only to be used for performing Work under this contract. No other uses will be allowed.

The Contractor shall maintain a list of available personnel meeting the qualifications set forth in this bid and their contact information. Special requirements, such as passage of a background check, may be required of the awarded Contractor and their staff prior to the beginning of any work being performed by the Contractor's staff; this also may include any additional staff that is added.

MaineDOT will furnish the Contractor with an initial list of personnel currently holding these positions that may be interested. The Contractor shall interview all of these employees for possible hire prior to filling the Bridge Operations Technician positions.

The Contractor shall furnish all materials and cleaning supplies. The materials furnished shall include, but not be limited to, paper towels, toilet paper, and hand soap, waste can liners and light tubes/bulbs. Cleaning products will be certified as a "green" product". Using any other product will need the approval from the Contract Administrator before using. Fixture deodorant/sanitizers are not acceptable. The Contractor will be able to use the available cabinet space for the storage of supplies and materials.

The Contractor will be responsible for the removal of trash and waste from the site and also for the cost of disposal services.

Cleaning will be done as described in the attached Cleaning Checklist. Cleaning shall be performed at least weekly, but more often, if needed. The Contractor shall email the completed checklists weekly to the MaineDOT representative designated. This work includes, but is not limited to:

- Empty wastebaskets, collect trash.
- Sweep and/or vacuum all floors.
- Maintain all entry floor mats and runners.
- Complete hygienic cleaning of rest rooms.
- Re-stock rest room and pantry supplies.
- Wash interior windows, door glass and mirrors.
- Clean walls, partitions, and woodwork.
- Dust computer console and monitors, counters, furniture, windows and other dust collecting surfaces.
- Clean and disinfect kitchen pantries.
- Wash readily accessible exterior glass (weather permitting).
- Clean locker rooms.

The MaineDOT will have primary responsibility for removing snow and ice from the bridge. However, there will be times when the Department will not have cleared the snow and ice when shifts are changing and the Contractor will be required to shovel or clear snow and ice between the control tower and their vehicles and apply salt as needed and from in front and around the pedestrian gates.

The Draw Tenders' building is a two story structure which is accessed from the employee parking lot off the northbound lane from South Portland. The employees lounge area is separated from the control room by a single flight of stairs. Employees have the freedom to move about the building and are encouraged to do so periodically. Kitchen facilities and a television are available. Only Bridge Operations Technicians, Bridge Maintenance Technicians, their supervisors, authorized MaineDOT personnel and other persons authorized by MaineDOT representatives designated are permitted in the Draw Tenders' building or in the bridge. Bridge Operator Technicians shall make sure all contractors personnel, including those from other companies, sign in and sign out when entering the Draw Tenders' Building and in the bridge. The Contractor shall send a copy of the sign in sheet by email to the MaineDOT representative designated monthly. The public and employee's family members are not allowed in the building nor the bridge.

## **Maintenance**

This work will include labor and management to perform routine maintenance and inspections on the Casco Bay Bridge. The Contractor shall staff the bridge with Bridge Maintenance Technicians as needed to meet the requirements of this contract.

All Routine Maintenance work, inspections and service shall be performed under the supervision of designated MaineDOT representatives for the first year. The Contractor must notify the Department at least 48 hours prior to performing maintenance, inspections and service work. The Department may determine, on a case by case basis, that certain tasks may be performed without supervision. At the Department's discretion, the Department may extend the requirement that work be performed under the supervision of designated MaineDOT representatives beyond the first year.

All maintenance work is to be documented and documentation and reports are to be emailed to MaineDOT representative designated.

Maintenance shall include the following:

1. Monthly walk through and inspections of bridge and generator room. Clean all trash from pit areas and wipe excess grease from machinery well during monthly walkthroughs.
2. Lubricate Machinery in accordance with the lubrication schedules.
3. Service span-locks every three months.
4. Grease rack/pinion during monthly walk through.
5. Service air buffers every 3 months.
6. Service trunnion bearings every 6 months.
7. Service 13inch brake wheel couplers every 6 months.
8. Service large kop flex couplings every 6 months.
9. Service pinion bearings every 6 months.
10. Service shifter coupling on aux drive every 6 months.
11. Service and inspect all traffic gates and pedestrian gates every 3 months.
12. Clean up oil and grease, trash and debris from the machinery room and surrounding areas biweekly.
13. Check leaking oil reducer buckets every two weeks to see if they are nearly full or if the rate of leakage has increased. If the bucket is nearly full, recycle oil back into the reducers as directed by MaineDOT. If the rate of leakage has increased, notify the MaineDOT representative designated. Change packing seals when determined by MaineDOT. There are 20 seals. Add fluid, Mobil 360, if needed.
14. Change navigation lightbulbs within 12 hours after an employee notices or the Contractor is notified by the Department or others. The Contractor shall furnish and install lights as needed. The Contractor shall maintain the current stock levels of 100 watt bulbs with a maximum wattage of 100.
15. Change traffic gate lights within two days when more than three lights are out on any gate. The Contractor shall furnish and install lights as needed. The Contractor shall maintain the current stock levels
16. Change flood lightbulbs in stairwells, walkways, etc. within 12 hours after an employee notices or the Contractor is notified by the Department or others. The Contractor shall furnish and install lights as needed. The Contractor shall maintain the current stock levels of Halogen light bulbs.

17. Check all warning lights for proper operation (1) every three months and (2) when the control panel indicates there is an issue or (3) when there is a complaint that lights aren't working. If any lights are not working notify the MaineDOT representative designated.
18. Clean live load shoes by removing rust, rocks, snow, ice, debris or anything else once every three months and whenever something is preventing the bridge from closing and seating properly. Scrape rust from live load shoes and coat with Fluid film every three months.
19. Clean and paint with zinc all rusting parts conduit, brake handles and anything starting to show rust.
20. Annually, check tabs holding the catwalk flooring down and replace all the broken steel tabs holding the catwalk flooring down with new stainless ones. Replacement clips shall be furnished by the Contractor and approved by the MaineDOT prior to installation.
21. Set heater switches up and down as seasonally appropriate.

The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment shall be well maintained and in good working order. The Contractor shall furnish all materials and supplies required to perform the maintenance work. The materials and supplies furnished must be approved by the Department prior to use. If any product named is no longer available, the Department approve use of the newly selected product.

Bridge Maintenance Technicians shall pass a MaineDOT Casco Bay Bridge Operator Certification Test covering Casco Bay Bridge policies and procedures and applicable Coast Guard regulations within the first three months of employment.

The Contractor will be responsible for disposal of rags, trash, oil, etc. and for the cost of disposal services of all materials resulting from their duties in this contract.

The Contractor shall notify and contact the MaineDOT representative, when as a result of performing routine maintenance, it is discovered that anything may not be working properly or needs repair or should be checked.

When it is determined by the Department that extra work is required, the Department may request the Contractor to perform the service. The Contractor will be compensated as per Section 109.7 Force Account Work of the Standard Specifications.

### **General Operations and Maintenance**

MaineDOT will maintain and furnish to the Contractor an updated list/procedure of MaineDOT designated representatives to contact regarding this work. "MaineDOT designated representatives" may include persons other than those employed by MaineDOT.

No personnel employed by the Contractor are to open electrical cabinets or panels.

## **II. REQUIREMENTS**

### **Contractor Requirements:**

1. The Contractor must have 5 or more years of experience in the maintenance of machine operated moveable bridges.
2. The Contractor must have knowledge and experience involving Coast Guard regulations for navigable waterways including 33 CFR 117.
3. After the first year, the Contractor shall have a training program for employees in Casco Bay Bridge Operations and applicable Coast Guard Regulations. The Contractor will be financially responsible for this training and cost for this training.
4. The Contractor shall create an updated training manual for the Maintenance program covered by this contract. The training manual shall be submitted and accepted to the MaineDOT one year from the award of the contract. The training manual shall be submitted electronically and using Microsoft Word®.
5. The Contractor shall create an updated training manual for the Bridge Operation Technician program covered by this contract. The training manual shall be submitted and accepted to the MaineDOT one year from the award of the contract. The training manual shall be submitted electronically and using Microsoft Word®.
6. The Contractor must have an employee safety plan. The Apparent Successful Bidder must furnish a copy of a compliant Company Safety Plan prior to award. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.
7. The Contractor must maintain, per OSHA and Department of Labor Standards, complete and current set of MSDS (Material Safety Data Sheets) MSDS sheets shall be placed in a 3 ring binder and clearly marked and accessible. A Contractor with employees who are, or may be, exposed to hazardous chemicals known to be present in their workplaces, must develop, implement, and maintain at each workplace a written hazard communication program.
8. The Contractor shall train employees annually on Lock-Out/Tag-Out Procedures and Spill Prevention. The certificate verifying the employee's receipt of this training will be furnished to the Department and displayed on site. The Contractor will be financially responsible for this training and cost for this training.
9. The Contractors designated Supervisor shall be able to apply, possess and maintain a valid TWIC® (Transportation Work Identification Credential)
10. Any and all request for substitution or revisions of materials or procedures used shall be made in writing to the MaineDOT representative and none of the substitutions or revisions shall occur without written approval from the MaineDOT representative.
11. **DRUG FREE WORKPLACE.** By signing the Contract, the Contractor certifies that it shall maintain a drug-free workplace by:
  - Publishing a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on MaineDOT property and specifying the actions that will be taken against employees for violation of such prohibition.
  - Notifying their employees that as a condition of employment under the Agreement that the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- The Provider shall notify the MaineDOT Agreement Administrator within ten (10) days of receipt of a notice of criminal drug convictions occurring in the workplace by their employee, or otherwise receiving actual notice of such conviction.

### **Minimum Bridge Operations Technician Requirements:**

The following is a list of the Minimum Requirements for employees to be allowed to perform operations Work for MaineDOT under this contract.

1. Knowledge of basic computer operations.
2. Knowledge of applicable laws, rules, regulations, policies, procedures, paperwork, terminology, and core operations.
3. Ability to operate applicable specialized equipment upon completion of appropriate training.
4. Ability to read, write, hear, understand and follow basic oral and written instructions given in English, read and understand electronic readouts (LCDs) which display error messages, use a phone, a cell phone and the marine radio clearly and concisely and communicate with other employees, Department personnel and the public using written and oral skills.
5. Ability to effectively give/obtain basic, non-technical information.
6. Ability to gather and compile information.
7. Ability to use applicable computer programs.
8. Ability to maintain computerized and manual information.
9. Ability to identify operating malfunctions and take corrective action in accordance with established procedures.
10. Ability to work with timelines and schedules.
11. Ability to clean facilities and equipment as required.
12. Ability to remain calm and utilize good decision making skills in stressful situations, including in the event of an emergency, such as the bridge cannot open and a boat is coming.
13. Must be medically certified that he or she is qualified to operate the bridge.
14. Ability to perform work requiring physical exertion will be required and ability to get to required access points. Employees must be able to climb a flight of stairs a minimum of 6 times per shift, climb over a 3' high jersey barrier, climb up and down a vertical ladder in cases of emergency evacuation, work outside in all weather conditions, withstand long periods of inactivity, be able to reach switches to the far left and far right simultaneously on the control panel, turn, hold and operate switches and levers on the controls, hand crank pedestrian and traffic gates, and shovel snow.
15. Employees must be included in a compliant drug and alcohol testing program.
16. Employees must be willing to submit and pass a criminal background check.
17. Ability to communicate effectively to others either in person, over the phone and by radio, in an emergency situation.
18. Ability to perform assigned work effectively with minimum supervision.
19. Employees must have knowledge of all state and federal laws, codes and regulations and OSHA requirements pertaining to the operations and must be familiar with MaineDOT safety policies and operation practices, the Contractor's Safety Plan and the procedures to be followed in case of an accident.
20. Employees must have completed and passed training in Personnel Protection Equipment and Lock-Out/Tag-Out Procedures and be willing to comply with these policies.
21. Employees must have a cellular phone and the ability to be contacted 24/7 for emergency situations.

22. All employees working this contract must complete the OSHA 10 Hour General Industry safety course and the Contractor's supervisors must have completed the OSHA 30 hour General Industry safety course.

### **Minimum Bridge Maintenance Technician Requirements:**

The following is a list of the Minimum Requirements for employees to be allowed to perform maintenance Work for MaineDOT under this contract.

1. Knowledge of basic computer operations.
2. Knowledge of applicable laws, rules, regulations, policies, procedures, paperwork, terminology, and core operations.
3. Ability to operate applicable specialized equipment upon completion of appropriate training.
4. Ability to read, write, hear, understand and follow basic oral and written instructions given in English, and communicate with other employees, Department personnel and the public using written and oral skills.
5. Ability to communicate effectively orally and in writing to explain procedures that need to be performed by others.
6. Ability to prepare and keep accurate records relating to preventative maintenance, repairs, and upgrades performed.
7. Ability to gather and compile information.
8. Ability to use applicable computer programs.
9. Ability to maintain computerized and manual information.
10. Ability to work with timelines and schedules.
11. Ability to clean facilities and equipment as required.
12. Ability to remain calm and utilize good decision making skills in stressful situations, including in the event of an emergency, such as the bridge cannot open and a boat is coming.
13. Must be medically certified that he or she is qualified to perform maintenance work on the bridge.
14. Ability to perform work requiring physical exertion will be required and ability to get to required access points. Employees must be able to climb a flight of stairs, climb over a 3' high jersey barrier, climb up and down a vertical ladder, and work outside in all weather conditions,
15. Employees must be included in a compliant drug and alcohol testing program.
16. Employees must be willing to submit to and pass criminal background check.
17. Ability to communicate effectively to others either in person, over the phone and by radio, in an emergency situation.
18. Ability to perform assigned work effectively with minimum supervision.
19. Employees must have knowledge of all Laws and OSHA requirements and must be familiar with MaineDOT safety polices and operation practices, the Contractors' Safety Plan, and the procedures to be followed in case of an accident.
20. Employees must have completed and passed training in Personnel Protection Equipment and Lock-Out/Tag-Out Procedures and be willing to comply with these policies.
21. Employees must have a cellular phone and the ability to be contacted 24/7 for emergency situations.
22. All employees working this contract must complete the OSHA 10 Hour General Industry safety course and the Contractor's supervisors must have completed the OSHA 30 hour General Industry safety course.

### **III. INVOICING, MEASUREMENT AND PAYMENT**

Bridge operations and routine maintenance for the Casco Bay Bridge will be paid by the month, which payment includes two bridge operations technician positions filled 24 hours a day, seven days a week, all supervision and training required for the work, bridge maintenance technicians and all other labor, equipment, materials and supplies necessary to perform the work. No such payment will be made if, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Contract.

### **IV. FAILURE TO PERFORM AND TERMINATION**

Failure by the Contractor to provide two alert and competent Bridge Operations Technicians at all times will result in the actions listed on the Deficiency and Penalty Table. If the Contractor fails to provide two Bridge Operations Technicians at all times the Department may perform the Work with its own forces or enter into Contract with another entity for the performance of the Work, or use such other methods as in the opinion of the Department are required for to complete the Work.

Once a vessel request an opening, the operators must immediately acknowledge the request and begin the opening process. Failure by the Contractor to open the drawbridge fully within 15 minutes of the request or signal to open, failure by the Contractor to open the drawbridge in time for a boat to pass, an unnecessary opening of the draw, or lowering the drawbridge on a vessel will result in the actions listed on the Deficiency and Penalty table. Any and all penalties levied onto the MaineDOT as a result of the Contractors actions, shall be the responsibility of the Contractor.

Bridge Operators are required to watch and warn approaching vehicular and pedestrian traffic prior to and during the operation of the draw bridge and ensure there are no vehicles or pedestrians on the draw span or between the gates when the draw is being operated. Lowering the gates when there are vehicles or pedestrians between or under the gates will result in the actions listed on the Deficiency and Penalty table.

Only Bridge Operations Technicians, Bridge Maintenance Technicians, their supervisor and authorized MaineDOT personnel are permitted in the Draw Tenders' building. Allowing unauthorized personnel in the Draw Tenders' building will result in the actions listed on the Deficiency and Penalty table.

If the Contractor submits a walk through report which is not accurate regarding any work or inspection, reports that work has been performed which has not been performed, uses materials or products different than those specified without MaineDOT approval, performs maintenance work without notifying MaineDOT when required or does not report repairs needed or functions checked, it will result in the actions listed on the Deficiency and Penalty table.

The Contractor shall be considered to be in non-compliance if it, or any Subcontractors at any tier, fails to comply with the terms of this contract or pursuant to Section 104.3.7 – Laws to be Observed, any applicable Coast Guard law or regulation. The Contractor shall be responsible for any fines and penalties assessed by the Coast Guard due to such non-compliance. Such penalties may be withheld from the amounts otherwise due the Contractor.

DEFICIENCY AND PENALTY TABLE		
1 <sup>st</sup> Incident	The contractor SHALL NOTIFY THE Department immediately. The Department will issue a written warning.	The Maine DOT shall reduce the Contractors monthly payment by \$10,000.
2 <sup>nd</sup> Incident	The contractor SHALL NOTIFY THE Department immediately. The Department will issue a written warning.	The Maine DOT shall reduce the Contractors monthly payment by \$25,000.
3 <sup>rd</sup> Incident	The Department may (A) give written Notice of Default to the Contractor and terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.	The Maine DOT shall reduce the Contractors monthly payment by \$25,000.

Failure by the Contractor to perform the Contract requirements not specifically addressed elsewhere in this contract when required or to substantially meet other contractual requirements will result in the following actions. If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning. If the Contractor receives more than three written warnings for the same or similar defects, the Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to comply with contract provisions,
- C. Fails to perform Work when specified in the Contract,
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department,
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Allows any final judgement to stand against the Contractor unsatisfied for a period of ten Days
- G. Makes an assignment for the benefit of creditors without authorization by the Department,
- H. Continues to perform Work after the Department directs that Work be stopped, or
- I. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event,

the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

If the contract is terminated, the Contractor shall be required to continue work under all terms of the contract for 60 days.

## **V. PROPOSAL SUBMISSION REQUIREMENTS**

### 1. General Information

Bidders shall ensure that all information required herein is submitted with this proposal. Provision of inaccurate information or failure to provide all completed and required information may result in the Proposal being disqualified as non-responsive or receiving a reduced score. Bidders should be mindful of the Evaluation Criteria that are indicated in this RFP and shall provide information in the proposal that will permit an objective evaluation thereof. MaineDOT reserves the right to reject any or all bids.

Bidder's Proposal shall include all items listed in the "Bidding Instructions" and information requested in #3, Proposal Content, below.

### 2. Proposal Format

- a. Schedule of Items, Proposal Worksheet and Economic Impact Worksheet in the Bid Book are to be used for bid price submittal and qualification requirement information. No variations or alterations are to be made to these worksheets.
- b. Additional information requested in this Proposal should be typed or printed.
- c. Bidder's name should appear on all attachments submitted.
- d. Bidders are asked to respond to each Section below. Number each response of the Proposal to correspond to the relevant section.

### 3. Proposal Content

#### **Section I – Company's Qualifications and Experience**

- a. Present Company's history and experience of work related specifically to the Scope of Work in this RFP for Items bid.
- b. List all Technician Supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this RFP
- c. Complete the Proposal Worksheet and Economic Impact Worksheet, answering all questions listed.

#### **Section II – Bid Price**

Complete the Appendix A Schedule of Items. No variations or alterations are to be made the worksheet. Bidders may bid one or both items.

#### **Section III – Bidder's Safety Record**

Using your OSHA 200 & 300 Log and statements provided by your insurance, provide your workers' compensation Experience Modification Rate, information regarding your company's safety officer, department policies and procedures, and other supporting info. Please provide an electronic copy of your company safety manuals.

**Section IV – References**

Submit 3 references for each item bid – company Name, contact name & phone #, from pervious customers that have had similar work performed by your company.

**Section V – Bidder’s Knowledge of Coast Guard Regulations**

For each Item bid, submit similar work performed by your company. Submit the employees who will be responsible for Work under this contract, their experience and number of years performing work related specifically to the Coast Guard regulations.

**Section VI – Economic Impact Within the State of Maine**

Complete the Appendix A Economic Impact Worksheet for each item bid. No variations or alterations are to be made the worksheet.

**VI. PROPOSAL EVALUATION AND SCORING**

Bidders are required to bid all items, Operations and Maintenance. Bidders shall submit all proposal requirements.

- 1. The scores will be based on a 100 point scale. An evaluation Committee will review each Proposal and score on the basis of the following weighted criteria

Criteria	Weight
Bidder’s qualifications & Experience	45%
Costs (Stated in Appendix A Schedule of Items)	25%
Bidder’s Safety Record	5%
References	5%
Bidder’s knowledge of Coast Guard regulations	15%
Economic Impact within the State of Maine	5%

- 2. The contract award will be made to the bidder who receives the Committee’s highest score for following the final review.
- 3. The Evaluation Committee will be composed of at least 3 reviewers who will judge the merits of the Proposals in accordance with the criteria defined in this RFP. The goals of the evaluation process are to ensure fairness and objectivity in review of the Proposals and to ensure that the contract is awarded to the Bidder whose Proposal best satisfies the criteria of the RFP at a reasonable/competitive cost. MainesDOT reserves the right to communicate with Bidders, if

needed, to obtain clarification of information contained in the proposals received. Changes to Proposals will not be permitted during any interview/presentation process.

4. The Evaluation Committee will use a consensus approach to evaluate the Proposals. Members of the Evaluation Committee will not score the Proposals individually but instead will arrive at a consensus as to assignment of points on each category of each Proposal. The contract award will be made to the Bidder receiving the highest number of evaluation points based upon the Proposal's satisfaction of the criteria established in the RFP.

5. The Cost section will be scored as follows:

Scoring the Cost Proposal: The cost proposed for conducting all the functions specified in this RFP for one year will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(lowest submitted cost proposal divided by the cost of proposal being scored) x 25 = pro-rated score

6. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

7. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.

8. Once scores are final, award will be made to the bidder whose proposal receives the Committee's highest score per location. The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

9. The information contained in proposals submitted for the State's consideration will be held in confidence until all evaluations are concluded and the award notification has been made. At that time, the full content of the proposals become public record and is therefore available for public inspection upon request.

10. By submitting a Proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the Proposal. The State reserves the right to reject any or all proposals based on the exceptions presented, without obligation to communicate or negotiate with the bidder.

11. The details of the evaluation process will be provided to interested parties, upon request, after selection of the apparent successful proposal.

## SCHEDULE OF ITEMS

**In order for bids to be accepted, they must meet the following criteria:**

- 1. Bids must be signed.**
- 2. Prices must be provided and legible.**
- 3. Bids must be delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.**
- 4. Bids must not have changes made to the bidding language nor conditions added.**

The Bidder will have no opportunity to cure the above Non-curable Bid Defects.

For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions.

***Bidders must bid all items.***

Item Description	Quantity		Bid Amount per Year
<b>Casco Bay Bridge - Operations</b>	<b>5 years</b>	<b>Bid price for EACH YEAR</b>	<b>\$</b>
<b>Casco Bay Bridge Routine - Maintenance</b>	<b>5 years</b>	<b>Bid price for EACH YEAR</b>	<b>\$</b>
<b>Total Bid for each year</b>			<b>\$</b>
<b>Total Bid for 5 years</b>			<b>\$</b>

## PROPOSAL WORKSHEET

**Answer questions below by circling appropriate response:**

1.	Contractor has knowledge and experience involving Coast Guard regulations for navigable waterways.	YES	NO
2.	Contractor has more than 5 years of experience in the maintenance of machine operated moveable bridges	YES	NO
3.	Contractor has a safety plan that identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.	YES	NO
4.	Contractor will provide training programs and train employees in Lock-Out/Tag-Out Procedures and Spill Prevention & Bridge Operations.	YES	NO
5.	The Contractor will ensure employees possess all Personal Protective Equipment needed to perform job duties and comply with safety guidelines and procedures.	YES	NO

**Bidders shall attach and provide information supporting “yes” answers to questions above.**

# ECONOMIC IMPACT WORKSHEET

## Economic Impact within the State of Maine (5 points)

In addition to bid prices, each Bidder is required to check the boxes below to indicate their Economic Impact upon the State of Maine. The term “economic impact” shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine Economy and public revenues within the State of Maine. “Currently” is defined as within the last twelve months.

Bidder currently employs Maine residents	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bidder currently pays Maine corporate and/or income taxes	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bidder currently pays property taxes to government entities in Maine	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bidder currently purchases inventory, supplies and/or services from Maine businesses	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bidder currently has other Economic Impact upon Maine	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Bidders are required to follow the format and respond to all questions and instructions specified in the “Schedule of Items”. It is the responsibility of the Bidder to provide all information requested in the bid package at the time of submission prior to the date and time specified in the Notice to Contractors. For each “yes” box checked, the bidder will receive one point. For each “no” box checked, the bidder will receive no points. For each question a bidder checks neither or both boxes, the bidder will receive no points. Bidders shall take careful note that in scoring a bid submission, the Department will consider only the boxes checked for scoring purposes and that additional comments and conditional language will not affect the scoring.

\_\_\_\_\_  
*Print Respondents Name and Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## CASCO BAY BRIDGE ROUTINE MAINTENANCE

1. CASCO BAY MAINTENANCE LIST
2. MACHINERY LUBRICATION SCHEDULES
3. MACHINERY WALK THROUGH NORHT SIDE
4. MACHINERY WALK THROUGH SOUTH SIDE
5. TRAFFIC LIGHTS AND PEDESTRIAN GATES
6. WARNING LIGHTS AROUND TOWN
7. GENERATOR INSPECTION

## CASCO BAY BRIDGE

# MACHINERY LUBRICATION SCHEDULE

AIR BUFFERS – **EVERY 3 MONTHS** – REMOVE PIPE PLUG 7/8 SOCKET FROM TOP OF BUFFER AND ADD 1 OUNCE OF SLICK 50 AS NEEDED.

SPAN LOCKS – **EVERY 3 MONTHS** – EP 0 IN FITTINGS, MOBIL CM ON LOCK BAR ITSELF.

RACK/PINION TEETH – **LUBRICATE AS NEEDED** – CHECK ON MONTHLY WALK THROUGHES. GEARSHIELD AEROSOL BY LUBRIPLATE.

TRUNNION BEARINGS – **EVERY 6 MONTHS** – FILL CAVITY WHILE MOVING 3 – FITTINGS ON SHAFT. DO FLOATING SHELL LAST (TOP OUTSIDE FITTINGS AND TWO LOWER FITTINGS WHILE STATIONARY ON EXPANSION BEARINGS AND TWO LOWER FITTINGS ON FIXED BEARINGS). SCRAPE EXCESS WITH PLASTIC SCRAPERS. TWO TYPE OF BEARINGS – 6 FIXED – 8 EXPANSION

13" BRAKEWHEEL COUPLING ASSEMBLY – KOP FLEX KSG – **EVERY 6 MONTHS** – REMOVE PLUGS 180 DEGREES FROM FITTINGS. FILL CAVITY TILL BURP OR COMES OUT OF PLUG HOLE. REPLUG. 1 FITTING ON EACH COUPLING.

LARGE KOPFLEX COUPLINGS – KOP FLEX KSG – **EVERY 6 MONTHS** – REMOVE PLUGS 180 DEGREES FROM FITTING. FILL CAVITY STATIONARY TILL BURP OR COMES OUT OF PLUG HOLE. REPLUG.

PINION BEARINGS – **EVERY 6 MONTHS** – MOBIL XHP222. OPEN 2 BREATHERS ON TOP OF EACH BEARING. LUBRICATE STATIONARY TILL RUNS OUT OF BREATHERS. SCRAPE EXCESS WITH PLASTIC SCRAPERS. 4 FITTINGS PER BEARING. LUBE 2 LOWER FITTINGS TILL RESISTANCE ON GUN OR FLOWING OUT OF BREATHER THEN DO 2 UPPER FITTINGS.

2.0 SHIFTER COUPLING ON AUX DRIVE – EVERY 6 MONTHS – USE KOP FLEX KSG.  
REMOVE PLUG 180 DEGREES FROM FITTING AND LUBE TILL BURP FIRST BURP OR  
RUNS OUT OF PLUG. REPLUG. SHIFTER PIVOT LUBE 2 FITTINGS WITH MOBIL  
XPH222. ALSO PUT GREASE AROUND BEARINGS TO PREVENT CORROSION.

**AIR BUFFERS**

Remove pipe plug 7/8" socket from top of buffer and add 1 ounce of Slick 50 as needed every 3 months.

LOCATION	LAST DONE	DUE	DONE	INITIALS	COMMENTS
S.E. East #1					
S.E. West #2					
N.E. East #3					
N.E. West #4					
S.W. East #5					
S.W. West #6					
N.W. East #7					
N.W. West #8					

**SPAN LOCKS EXXON NEBULAR EP -0+ MOBIL CM**

Every 3 months stem cap, release brake and pump EP-0 grease in fitting close to stem as you hand crank span lock back. **Do not fully retract from lock.** Use Mobil CM on lock bar as you retract.  
 Hand crank span lock and pump grease in fitting closest to lock bar slowly until operator tells you when the green fully driven light goes on, then rest the brake. Put 4 pumps each of EP-0 in the 2 grease fittings left.

LOCATION	LAST DONE	DUE	DONE	INITIALS	LOCK BAR	COMMENTS
N.E. East						
S.E. West						
N.W. East						
S.W. West						

**RACK/PINION TEETH – Heavy Duty Gear Shield**

Lubricated as Needed. Reference Monthly Walk Through Report

<b>LOCATION</b>	<b>LAST DONE</b>	<b>DUE</b>	<b>DONE</b>	<b>INITIALS</b>	<b>COMMENTS</b>
S.E. East					
S.E. West					
N.E. East					
N.E. West					
S.W. East					
S.W. West					
N.W. East					
N.W. West					

**TRUNNION BEARING – MOBIL XHP222**

Fill cavity every 6 months while moving – 3 fittings on shaft. Do floating shell last (top 2 outside fittings and two lower fittings while stationary on expansion bearing and 2 lower fittings on fixed bearing.) Scrape excess with plastic scraper.

Two types of bearings: Fixed – 6 fittings, Expansion – 8 fittings

LOCATION	LAST DONE	DUE	DONE	INITIALS	COMMENTS
S.E. East (Fixed)					
S.E. West (Expansion)					
N.E. East (Fixed)					
N.E. West (Expansion)					
S.W. East (Expansion)					
S.W. West (Fixed)					
N.W. East (Expansion)					
N.W. West (Fixed)					

**13" BRAKEWHEEL COUPLING ASSEMBLY - KOP-FLEX KSG**

Remove plugs 180 from fitting. Fill cavity until first burp or comes out of plug hole, re-plug. 1 fitting each coupling, lubricate every 6 months

LOCATION	LAST DONE	DUE	DONE	INITIALS	COMMENTS
S.E. East					
S.E. West					
N.E. East					
N.E. West					
S.W. East					
S.W. West					
N.W. East					
N.W. West					

**LARGE KOPFLEX COUPLINGS - KOP. FLEX KSG**

Remove plug 180 from fitting. Fill cavity stationary till first burp or comes out plug hole. Replug. Lubricate every **6** months.

LOCATION	LAST DONE	DUE	DONE	INITIALS	COMMENTS
S.E.East					
S.E. West					
N.E.East					
N.E. West					
S.W.East					
S.W. West					
N.W.East					
N.W. West					

**PINION BEARING – MOBIL XHP222**

Open 2 breathers on top of each bearing. Lubricate stationary until runs out of breathers every 6 months. Scrape excess with plastic scrapers. 4 fittings per bearing. Lubricate 2 lower fittings until resistance on gun or flowing out of breather then move to 2 upper fittings.

<b>LOCATION</b>	<b>LAST DONE</b>	<b>DUE</b>	<b>DONE</b>	<b>INITIALS</b>	<b>COMMENTS</b>
S.E.East					
S.E. West					
N.E.East					
N.E. West					
S.W.East					
S.W. West					
N.W.East					
N.W. West					

**SIZE 2.0 FC MM COUPLKING WITH SHIFTER MECHANISM ON AUXILIARY DRIVE KOP-FLEX KSG**

LUBRICATE EVERY 6 MONTHS WITH Kop-Flex KSG. Remove Plug 180 from fitting and lubricate until first burp or runs out plug. New 09/09. **Before the plugs are re-installed, engage, & disengage coupling two or three times to purge excess from ports and then re-plug.**

LOCATION	LAST DONE	DUE	DONE	INITIALS	COMMENTS
S.E.					
N.E.					
S.W.					
N.W.					

**SHIFTER PIVOT. LUBRICATE 2 FITTINGS EVERY 6 MONTHS WITH MOBIL A W2. PUT GREASE AROUND BEARINGS TO PREVENT CORROSION**

LOCATION	LAST DONE	DUE	DONE	INITIALS	COMMENTS
S.E.					
N.E.					
S.W.					
N.W.					



# Machinery Walk Through Inspection

## North Side

Revised 3/08

### #3 North East - East Trunnion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping through seals around the circumference

Comments \_\_\_\_\_

### #4 North East - West Trunnion Bearing (Expansion)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals around the circumference

Comments \_\_\_\_\_

### #7 North West - East Trunnion Bearing (Expansion)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals around the circumference

Comments \_\_\_\_\_

### #8 North West - West Trunnion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals around the circumference

Comments \_\_\_\_\_

# Machinery Walk Through Inspection

## North Side

Revised 3/08

**Pinion bearings on end of shaft are fixed and ones on large coupling side are sliding.**

### #3 North East - East Pinion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

### #3 North East - East Pinion Bearing (Sliding)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

### #4 North East - West Pinion Bearing (Sliding)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

### #4 North East - West Pinion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

- Initial Fire Extinguisher Inspection Card Monthly on #6 North East Machinery Deck 10lb. CO2 Fire Extinguisher # Z292170

# Machinery Walk Through Inspection

## North Side

Revised 3/08

**#7 North West - East Pinion Bearing (Fixed)**

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

**#7 North West - East Pinion Bearing (Sliding)**

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

**#8 North West - West Pinion Bearings (Sliding)**

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

**#8 North West - West Pinion Bearings (Fixed)**

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

- Initial Fire Extinguisher Inspection Card Monthly on #7 North West Machinery Deck 10lb. CO2 Fire Extinguisher # Z292175

# Machinery Walk Through Inspection

## North Side

Revised 3/08

### #3 North East - East Reducer to pinion Coupling

- Visually Good
- Stuffing Box Not Leaking
- Connection Bolts Snug
- None or Light Grease Escaping Through Seals

Comments \_\_\_\_\_  
\_\_\_\_\_

### #4 North East - West Reducer to Pinion Coupling

- Visually Good
- Stuffing Box Not Leaking
- Connection Bolts Snug
- None or Light Grease Escaping Through Seals

Comments \_\_\_\_\_  
\_\_\_\_\_

### #7 North West - East Reducer to Pinion Coupling

- Visually Good
- Stuffing Box Not Leaking
- Connection Bolts Snug
- None or Light Grease Escaping Through Seals

Comments \_\_\_\_\_  
\_\_\_\_\_

### #8 North West - West Reducer to Pinion Coupling

- Visually Good
- Stuffing Box Not Leaking
- Connection Bolts Snug
- None or Light Grease Escaping Through Seals

Comments \_\_\_\_\_  
\_\_\_\_\_

# Machinery Walk Through Inspection

## North Side

Revised 3/08

### #3 NE-E 75 HP Motor - Brake - Brake Coupling - Stuffing Box

- Visually Good
- Stuffing Box From Brake To Gearbox Not Leaking
- Brake Connection Bolts Snug and Cover Good
- No Grease Escaping Through Seals
- Brake Drum not dragging causing polished look
- Thruster Shaft Length \_\_\_\_\_

Comments \_\_\_\_\_

### #4 NE-W 75 HP Motor - Brake - Brake Coupling - Stuffing Box

- Visually Good
- Stuffing Box From Brake To Gearbox Not Leaking
- Brake Connection Bolts Snug and Cover Good
- No Grease Escaping Through Seals
- Brake Drum not dragging which will cause polished look
- Thruster Shaft Length \_\_\_\_\_

Comments \_\_\_\_\_

### #7 NW-E 75 HP Motor - Brake - Brake Coupling - Stuffing Box

- Visually Good
- Stuffing Box From Brake To Gearbox Not Leaking
- Brake Connection Bolts Snug and Cover Good
- No Grease Escaping Through Seals
- Brake Drum not dragging which will cause polished look
- Thruster Shaft Length \_\_\_\_\_

Comments \_\_\_\_\_

### #8 NW-W 75 HP Motor - Brake - Brake Coupling - Stuffing Box

- Visually Good
- Stuffing Box From Brake To Gearbox Not Leaking
- Brake Connection Bolts Snug and Cover Good
- No Grease Escaping Through Seals
- Brake Drum not dragging which will cause polished look.
- Thruster Shaft Length \_\_\_\_\_

Comments \_\_\_\_\_

# Machinery Walk Through Inspection North Side

Revised 3/08

## #2 NE Machinery Brake Hydraulic Power Unit-Reducer-Aux Drive

- Visually check Tach / Over speed belt and alignment of couplers
- Visually Good
- Aux. Drive Stuffing Box Not Leaking
- Bolts Snug on Equipment
- No Hydraulic Leaks
- Machinery Brake Plunger Lubed that Activates Limit Switch
- Pump Handle On Site
- HPU Fluid Level Check: \_\_\_\_\_
- HPU Temperature Check: \_\_\_\_\_
- Air Filter Good
- Reducer Fluid Level Check: \_\_\_\_\_
- Reducer Dipstick Snug

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## #2 Hydraulic Power Unit-Hydraulic Hoses that feeds the NE# 3 & 4 Tail Locks

- Visually Good
- No Hydraulic Leaks
- Pump Handle On Site
- Wrench / Allen Wrench On Site
- HPU Fluid Level Check: \_\_\_\_\_
- HPU Temperature: \_\_\_\_\_
- Air Filter Good

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Machinery Walk Through Inspection

## North Side

Revised 3/08

### #4 NW Machinery Brake Hydraulic Power Unit-Reducer-Aux Drive

- Visually check Tach / Over speed belt and alignment of couplers
- Visually Good
- Aux. Drive Stuffing Box Not Leaking
- Bolts Snug on Equipment
- No Hydraulic Leaks
- Machinery Brake Plunger Lubed that Activates Limit Switch
- Pump Handle On Site
- HPU Fluid Level Check: \_\_\_\_\_
- HPU Temperature Check: \_\_\_\_\_
- Air Filter Good
- Reducer Fluid Level Check: \_\_\_\_\_
- Reducer Dipstick Snug

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### #4 Hydraulic Power Unit-Hydraulic Hoses that feeds the NW # 7&8 Tail Locks

- Visually Good
- No Hydraulic Leaks
- Pump Handle On Site
- Wrench / Allen Wrench On Site
- HPU Fluid Level Check: \_\_\_\_\_
- HPU Temperature: \_\_\_\_\_
- Air Filter Good

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Machinery Walk Through Inspection North Side

Revised 3/08

## TAIL LOCK SHELF:

### NE# 3 & 4 Tail Locks

- Visually Good
- Static Line Good
- Proximity Switch Red/Green Lights Good
- Bolts Snug on Equipment
- No Hydraulic Leaks
- Full Close Limit Switches (2) one above each Tail Lock

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## TAIL LOCK SHELF:

### NW# 7 & 8 Tail Locks

- Access Ladder To Tail Locks "OK"
- Visually Good
- Static Line Good
- Proximity Switch Red/Green Lights Good
- Bolts Snug on Equipment
- No Hydraulic Leaks
- Full Close Limit Switches (2) one above each Tail Lock

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# Machinery Walk Through Inspection

## North Side

Revised 3/08

### Are North East #2 Areas Clean?

- Pit
- Machinery Deck
- Stairwells
- Tail Lock Shelf
- Lights Working

Comments \_\_\_\_\_

### Are North West #4 Areas Clean?

- Pit
- Machinery Deck
- Tail Lock Shelf
- Access Ladders
- Lights Working

Comments \_\_\_\_\_

### NE # 3 & #4 Air Buffers & Control Panel

- Visually Good
- Proper Position
- Bolts and Pins Snug on Equipment
- No Oil Leaks (No More Than Usual)
- Plexiglas Looking At Machinery Deck "OK"
- Catwalk Door and Latch Lubricated

Comments \_\_\_\_\_

### NW # 7 & #8 Air Buffers & Control Panel

- Visually Good
- Proper Position
- Bolts and Pins Snug on Equipment
- No Oil Leaks (No More Than Usual)
- Plexiglas Looking At Machinery Deck "OK"
- Catwalk Door and Latch Lubricated

Comments \_\_\_\_\_

# Machinery Walk Through Inspection

## North Side

Revised 3/08

### #1 Span Lock - Cat Walk - Electrical Service Box - Light

- Visually Good
- Heater Switch on (up) during winter, off (down) during summer
- Proper Position
- Bolts Snug on Equipment
- Lock Bar Coated evenly

Comments \_\_\_\_\_

---

### SE & NE Span Centering Jaws

- Visually Good
- Proper Position
- Bolts Snug on Equipment

Comments \_\_\_\_\_

---

### #2 Span Lock - Cat Walk - Electrical Service Box - Light

- Visually Good
- Heater Switch on (up) during winter, off (down) during summer
- Proper Position
- Bolts Snug on Equipment
- Lock Bar Coated evenly

Comments \_\_\_\_\_

---

- Clean Northwest / west Air buffer Platform PTZ Camera # 15
- Clean Northwest / east Air buffer Platform Fixed Camera # 7

(Flush Camera Domes and fixtures using garden sprayers with warm water. Wipe with blue lint free cloth only, to prevent scratching)



# Machinery Walk Through Inspection

## South Side

Revised 3/08

### #1 South East - East Trunnion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping through seals around the circumference

Comments \_\_\_\_\_

### #2 South East - West Trunnion Bearing (Expansion)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals around the circumference

Comments \_\_\_\_\_

### #5 South West - East Trunnion Bearing (Expansion)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals around the circumference

Comments \_\_\_\_\_

### #6 South West - West Trunnion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals around the circumference

Comments \_\_\_\_\_

**Pinion bearings on end of shaft are fixed and ones on large coupling side are sliding.**

# Machinery Walk Through Inspection South Side

Revised 3/08

## #1 South East - East Pinion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

## #1 South East - East Pinion Bearing (Sliding)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

## #2 South East - West Pinion Bearing (Sliding)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

## #2 South East - West Pinion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

- Initial Fire Extinguisher Inspection Card Monthly on #10 South East Machinery Deck 10 lb. CO2 Fire Extinguisher # Z292174

## #5 South West - East Pinion Bearing (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

# Machinery Walk Through Inspection South Side

Revised 3/08

Comments \_\_\_\_\_

## #5 South West - East Pinion Bearing (Sliding)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

## #6 South West - West Pinion Bearings (Sliding)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

## #6 South West - West Pinion Bearings (Fixed)

- Visually Good
- Seals in Place
- Bearing Base Secure
- Light Grease Escaping Through Seals

Comments \_\_\_\_\_

- Initial Fire Extinguisher Inspection Card Monthly on #11 South West Machinery Deck 10 lb. CO2 Fire Extinguisher # X-444745

## #1 South East - East Reducer to pinion Coupling

- Visually Good
- Stuffing Box Not Leaking
- Connection Bolts Snug
- None or Light Grease Escaping Through Seals

Comments \_\_\_\_\_

# Machinery Walk Through Inspection

## South Side

Revised 3/08

### #2 South East - West Reducer to Pinion Coupling

- Visually Good
- Stuffing Box Not Leaking
- Connection Bolts Snug
- None or Light Grease Escaping Through Seals

Comments \_\_\_\_\_

### #5 South West - East Reducer to Pinion Coupling

- Visually Good
- Stuffing Box Not Leaking
- Connection Bolts Snug
- None or Light Grease Escaping Through Seals

Comments \_\_\_\_\_

### #6 South West - West Reducer to Pinion Coupling

- Visually Good
- Stuffing Box Not Leaking
- Connection Bolts Snug
- None or Light Grease Escaping Through Seals

Comments \_\_\_\_\_

### #1 SE-E 75 HP Motor - Brake - Brake Coupling - Stuffing Box

- Visually Good
- Stuffing Box From Brake To Gearbox Not Leaking
- Brake Connection Bolts Snug and Cover Good
- No Grease Escaping Through Seals
- Brake Drum not dragging causing polished look
- Thruster Shaft Length \_\_\_\_\_

Comments \_\_\_\_\_

# Machinery Walk Through Inspection

## South Side

Revised 3/08

### #2 SE-W 75 HP Motor - Brake - Brake Coupling - Stuffing Box

- Visually Good
- Stuffing Box From Brake To Gearbox Not Leaking
- Brake Connection Bolts Snug and Cover Good
- No Grease Escaping Through Seals
- Brake Drum not dragging which will cause polished look
- Thruster Shaft Length \_\_\_\_\_

Comments \_\_\_\_\_

### #5 SW-E 75 HP Motor - Brake - Brake Coupling - Stuffing Box

- Visually Good
- Stuffing Box From Brake To Gearbox Not Leaking
- Brake Connection Bolts Snug and Cover Good
- No Grease Escaping Through Seals
- Brake Drum not dragging which will cause polished look
- Thruster Shaft Length \_\_\_\_\_

Comments \_\_\_\_\_

### #6 SW-W 75 HP Motor - Brake - Brake Coupling - Stuffing Box

- Visually Good
- Stuffing Box From Brake To Gearbox Not Leaking
- Brake Connection Bolts Snug and Cover Good
- No Grease Escaping Through Seals
- Brake Drum not dragging which will cause polished look.
- Thruster Shaft Length \_\_\_\_\_

Comments \_\_\_\_\_

### #1SE Machinery Brake HPU-Machinery Brake-Reducer-Aux Drive

- Visually check Tach / Over speed belt and alignment of couplers
- Visually Good
- Aux. Drive Stuffing Box Not Leaking
- Bolts Snug on Equipment
- No Hydraulic Leaks
- Machinery Brake Plunger Lubed that Activates Limit Switch
- Pump Handle On Site
- HPU Fluid Level Check: \_\_\_\_\_

# Machinery Walk Through Inspection South Side

Revised 3/08

- HPU Temperature Check: \_\_\_\_\_
- Air Filter Good
- Reducer Fluid Level Check: \_\_\_\_\_
- Reducer Dipstick Snug

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## #1 Hydraulic Power Unit-Hydraulic Hoses that feeds the SE # 1&2 Tail Locks

- Visually Good
- No Hydraulic Leaks
- Pump Handle On Site
- Wrench / Allen Wrench On Site
- HPU Fluid Level Check: \_\_\_\_\_
- HPU Temperature: \_\_\_\_\_
- Air Filter Good

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## #3SW Machinery Brake HPU-Machinery Brake-Reducer-Aux Drive

- Visually check Tach / Over speed belt and alignment of couplers
- Visually Good
- Aux. Drive Stuffing Box Not Leaking
- Bolts Snug on Equipment
- No Hydraulic Leaks
- Machinery Brake Plunger Lubed that Activates Limit Switch
- Pump Handle On Site
- HPU Fluid Level Check: \_\_\_\_\_

# Machinery Walk Through Inspection

## South Side

Revised 3/08

- HPU Temperature Check: \_\_\_\_\_
- Air Filter Good
- Reducer Fluid Level Check: \_\_\_\_\_
- Reducer Dipstick Snug

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### #3 Hydraulic Power Unit-Hydraulic Hoses that feeds the SW # 5&6 Tail Locks

- Visually Good
- No Hydraulic Leaks
- Pump Handle On Site
- Wrench / Allen Wrench On Site
- HPU Fluid Level Check: \_\_\_\_\_
- HPU Temperature: \_\_\_\_\_
- Air Filter Good

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Machinery Walk Through Inspection South Side

Revised 3/08

## TAIL LOCK SHELF:

### SE# 1 & 2 Tail Locks

- Visually Good
- Static Line Good
- Proximity Switch Red/Green Lights Good
- Bolts Snug on Equipment
- No Hydraulic Leaks
- Full Close Limit Switches (2) one above each Tail Lock

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## TAIL LOCK SHELF:

### SW# 5 & 6 Tail Locks

- Access Ladder To Tail Locks "OK"
- Visually Good
- Static Line Good
- Proximity Switch Red/Green Lights Good
- Bolts Snug on Equipment
- No Hydraulic Leaks
- Full Close Limit Switches (2) one above each Tail Lock

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Machinery Walk Through Inspection South Side

Revised 3/08

## Are South East #1 Areas Clean?

- Pit
- Machinery Deck
- Stairwells
- Tail Lock Shelf
- Lights Working

Comments \_\_\_\_\_

## Are South West #3 Areas Clean?

- Pit
- Machinery Deck
- Tail Lock Shelf
- Access Ladders
- Lights Working

Comments \_\_\_\_\_

## SE # 1 & #2 Air Buffers & Control Panel

- Visually Good
- Proper Position
- Bolts and Pins Snug on Equipment
- No Oil Leaks (No More Than Usual)
- Plexiglas Looking At Machinery Deck "OK"
- Catwalk Door and Latch Lubricated

Comments \_\_\_\_\_

## SW # 5 & #6 Air Buffers & Control Panel

- Visually Good
- Proper Position
- Bolts and Pins Snug on Equipment
- No Oil Leaks (No More Than Usual)
- Plexiglas Looking At Machinery Deck "OK"
- Catwalk Door and Latch Lubricated

Comments \_\_\_\_\_

# Machinery Walk Through Inspection South Side

Revised 3/08

## #3 Span Lock - Cat Walk - Electrical Service Box - Light

- Visually Good
- Heater Switch on (up) during winter, off (down) during summer
- Proper Position
- Bolts Snug on Equipment
- Lock Bar Coated evenly

Comments \_\_\_\_\_

## SW & NW Span Centering Jaws

- Visually Good
- Proper Position
- Bolts Snug on Equipment

Comments \_\_\_\_\_

## #4 Span Lock - Cat Walk - Electrical Service Box - Light

- Visually Good
- Heater Switch on (up) during winter, off (down) during summer
- Proper Position
- Bolts Snug on Equipment
- Lock Bar Coated evenly

Comments \_\_\_\_\_

- Clean Southeast / east Air buffer Platform PTZ Camera # 16
- Clean Southeast / west Air buffer Platform Fixed Camera # 9

(Flush Camera Domes and fixtures using garden sprayers with warm water. Wipe with blue lint free cloth only, to prevent scratching)

**\* INFORM IMMEDIATE SUPERVISOR OF ANY ISSUES WITH THESE GATES \***

### VT-6801 Traffic and SWP-7010 Pedestrian Gates

USE CAUTION: 120-VOLT POWER TO RECEPTACLES AND CONTROL POWER ESPECIALLY IN PEDESTRIAN GATES

#### **NORTH SIDE**

##### **NORTHEAST RESISTANCE GATE (Next to parking area)**

- Check Oil first gear drive box (back door, left side of transmission a few inches below motor) VISUAL CHECK if dry around area check OK. **Use Mobil SHC 630**
- Check Oil final drive gearbox (back door near bottom of transmission) VISUAL CHECKS if dry around area check OK. **Use Mobil SHC 630**
- Visual Oil leaks \_\_\_\_\_  
**Lubricate Fittings - Use Mobilith AW-2 in #2 Storage Cabinet**
- Arm Shaft Bearing (mounted on side wall of gate housing)
- Upper & Lower Connecting Rod End
- Left and right pillow block bearings on gate locking arms
- Limit Switch Drive Chain (use Tri-flow with rag to catch over spray)
- Chain Snug
- Bolts holding Chain Drive Tight
- 3/8" Key Flush with Drive Arm on Transmission Shaft
- 2 Allen Screws Tight on 3/8" Key **Attention:** To tighten: Loosen lock nut with 9/16" deep socket, loosen allen set screw, drive in key if needed, tighten set screw then lock nut
- Checked Counterweights for Damage or Loose Parts
- Lubricate Door Locks and inside mechanism, door pins & padlock to gate with Tri-flow

**COMMENTS:** \_\_\_\_\_

##### **NORTHWEST RESISTANCE GATE (across the street from parking area)**

- Check Oil first gear drive box (back door, left side of transmission a few inches below motor) VISUAL CHECK if dry around area check OK. **Use Mobil SHC 630**
- Check Oil final drive gearbox (back door near bottom of transmission) VISUAL CHECKS if dry around area check OK. **Use Mobil SHC 630**
- Visual Oil leaks \_\_\_\_\_  
**Lubricate Fittings - Use Mobilith AW-2 in #2 Storage Cabinet**
- Arm Shaft Bearing (mounted on side wall of gate housing)
- Upper & Lower Connecting Rod End
- Left and right pillow block bearings on gate locking arms
- Limit Switch Drive Chain (use Tri-flow with rag to catch over spray)
- Chain Snug
- Bolts holding Chain Drive Tight
- 3/8" Key Flush with Drive Arm on Transmission Shaft
- 2 Allen Screws Tight on 3/8" Key **Attention:** To tighten: Loosen lock nut with 9/16" deep socket, loosen allen set screw, drive in key if needed, tighten set screw then lock nut
- Checked Counterweights for Damage or Loose Parts
- Lubricate Door Locks and inside mechanism, door pins & padlock to gate with Tri-flow

**COMMENTS:** \_\_\_\_\_

**\* INFORM IMMEDIATE SUPERVISOR OF ANY ISSUES WITH THESE GATES \***  
**NORTHWEST WARNING GATE** (across the street from parking area closest to ramp)

- Check Oil first gear drive box (back door, left side of transmission a few inches below motor) VISUAL CHECK if dry around area check OK. **Use Mobil SHC 630**
- Check Oil final drive gearbox (back door near bottom of transmission) VISUAL CHECKS if dry around area check OK. **Use Mobil SHC 630**
- Visual Oil leaks \_\_\_\_\_
- Lubricate Fittings - Use Mobilith AW-2 in #2 Storage Cabinet**
- Arm Shaft Bearing (mounted on side wall of gate housing)
- Upper & Lower Connecting Rod End
- Limit Switch Drive Chain (use Tri-flow with rag to catch over spray)
- Chain Snug
- Bolts holding Chain Drive Tight
- 3/8" Key Flush with Drive Arm on Transmission Shaft
- 2 Allen Screws Tight on 3/8" Key **Attention:** To tighten: Loosen lock nut with 9/16" deep socket, loosen allen set screw, drive in key if needed, tighten set screw then lock nut
- Checked Counterweights for Damage or Loose Parts
- Lubricate Door Locks and inside mechanism, door pins & padlock to gate with Tri-flow

**COMMENTS:** \_\_\_\_\_

INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**NORTH PEDESTRIAN GATE** (next to operator house)

- Check Oil in first gear drive box (front door, on sidewalk side on vertical surface of transmission next to name plate) Oil should be visible. Oil fill is on top and to the right of the motor. Plug is 1/4" allen screw. **Use Mobil SHC 630**
- Check Oil in final drive gearbox (back door against fence) The plug faces you when you stand in front of it midway up the vertical face of the transmission. Oil should be visible. Plug is 3/16" allen screw. **Use Mobil SHC 630**
- Visual Oil leaks \_\_\_\_\_

**Lubricate Fittings - Use Mobilith AW-2 in #2 Storage. 7 grease fittings in all.**

**Fittings located under top cover:**

- Left & Right Connecting Rod Ends (2) that connect to:
- Left & Right Pillow Block Bearings (2)

**Fittings in front door:**

- Fitting on top of transmission on bearing (1)
- Fitting in bottom base of gate with pipe extension to out side bearing (1)
- Fitting outside lower bearing (1)
- Limit Switch Drive Chain (use Tri-flow with rag to catch over spray)
- Lubricated
- Chain Snug

**COMMENTS:** \_\_\_\_\_

**\* INFORM IMMEDIATE SUPERVISOR OF ANY ISSUES WITH THESE GATES \***  
**SOUTH SIDE**

**SOUTHEAST RESISTANCE GATE (next to south service building)**

- Check Oil first gear drive box (back door, left side of transmission a few inches below motor) VISUAL if dry around area check OK. **Use Mobil SHC 630**
- Check Oil final drive gearbox (back door near bottom of transmission) VISUAL CHECKS if dry around area check OK. **Use Mobil SHC 630**
- Visual Oil leaks \_\_\_\_\_  
**Lubricate Fittings - Use Mobilith AW-2 in #2 Storage Cabinet**
- Arm Shaft Bearing (mounted on side wall of gate housing)
- Upper & Lower Connecting Rod End
- Limit Switch Drive Chain (use Tri-flow with rag to catch over spray)
- Chain Snug
- Bolts holding Chain Drive Tight
- 3/8" Key Flush with Drive Arm on Transmission Shaft
- 2 Allen Screws Tight on 3/8" Key **Attention:** To tighten: Loosen lock nut with 9/16" deep socket, loosen allen set screw, drive in key if needed, tighten set screw then lock nut
- Checked Counterweights for Damage or Loose Parts
- Lubricate Door Locks and inside mechanism, door pins & padlock to gate with Tri-flow

**COMMENTS:** \_\_\_\_\_

INSPECTOR \_\_\_\_\_

DATE \_\_\_\_\_

**SOUTHWEST RESISTANCE GATE (across the street from south service building)**

- Check Oil first gear drive box (back door, left side of transmission a few inches below motor) VISUAL CHECK if dry around area check OK. **Use Mobil SHC 630**
- Check Oil final drive gearbox (back door near bottom of transmission) VISUAL CHECKS if dry around area check OK. **Use Mobil SHC 630**
- Visual Oil leaks \_\_\_\_\_  
**Lubricate Fittings - Use Mobilith AW-2 in #2 Storage Cabinet**
- Arm Shaft Bearing (mounted on side wall of gate housing)
- Upper & Lower Connecting Rod End
- Limit Switch Drive Chain (use Tri-flow with rag to catch over spray)
- Chain Snug
- Bolts holding Chain Drive Tight
- 3/8" Key Flush with Drive Arm on Transmission Shaft
- 2 Allen Screws Tight on 3/8" Key **Attention:** To tighten: Loosen lock nut with 9/16" deep socket, loosen allen set screw, drive in key if needed, tighten set screw then lock nut
- Checked Counterweights for Damage or Loose Parts
- Lubricate Door Locks and inside mechanism, door pins & padlock to gate with Tri-flow

**COMMENTS:** \_\_\_\_\_

**\* INFORM IMMEDIATE SUPERVISOR OF ANY ISSUES WITH THESE GATES \*  
SOUTHEAST WARNING GATE (furthest away on south sidewalk)**

- Check Oil first gear drive box (back door, left side of transmission a few inches below motor) **Use Mobil SHC 630**
- Check Oil final drive gearbox (back door near bottom of transmission **Use Mobil SHC 630**)
- Visual Oil leaks \_\_\_\_\_

**Lubricate Fittings - Use Mobilith AW-2 in #2 Storage Cabinet**

- Arm Shaft Bearing (mounted on side wall of gate housing)
- Upper Connecting Rod End
- Lower Connecting Rod End

**Limit Switch Drive Chain (use Tri-flow with rag to catch over spray)**

- Lubricated
- Chain Snug
- Bolts holding Chain Drive Tight
- 3/8" Key Flush with Drive Arm on Transmission Shaft
- 2 Allen Screws Tight on 3/8" Key **Attention:** To tighten: Loosen lock nut with 9/16" deep socket, loosen allen set screw, drive in key if needed, tighten set screw then lock nut
- Checked Counterweights for Damage or Loose Parts
- Lubricate Door Locks and inside mechanism, door pins & padlock to gate with Tri-flow

**COMMENTS:** \_\_\_\_\_

INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**SOUTH PEDESTRIAN GATE (next to south service building)**

- Check Oil in first gear drive box (front door, on sidewalk side on vertical surface of transmission next to name plate) Oil should be visible. Oil fill is on top and to the right of the motor. Plug is 1/4" Allen screw. **Use Mobil SHC 630**
- Check Oil in final drive gearbox (back door against fence) The plug faces you when you stand in front of it midway up the vertical face of the transmission. Oil should be visible. Plug is 3/16" Allen screw. **Use Mobil SHC 630**
- Visual Oil leaks \_\_\_\_\_

**Lubricate Fittings - Use Mobilith AW-2 in #2 Storage. 7 grease fittings in all.**

**Fittings located under top cover:**

- Left & Right Connecting Rod Ends (2) that connect to:
- Left & Right Pillow Block Bearings (2)

**Fittings in front door:**

- Fitting on top of transmission on bearing (1)
- Fitting in bottom base of gate with pipe extension to out side bearing (1)
- Fitting outside lower bearing (1)
- Limit Switch Drive Chain (use Tri-flow with rag to catch over spray)
- Lubricated
- Chain Snug

**COMMENTS:** \_\_\_\_\_

WPI.

# Warning Lights around Town

Revised 06/09

Date Completed \_\_\_\_\_ Inspector \_\_\_\_\_

## Casco Bay Bridge

### Portland

- Park Ave. / State
- Congress / State
- Danforth / State
- York / High
- Clark / Commercial
- Beach / Commercial

### “Bridge Open” Warning Signals & Traffic Lights on Bridge

- Southbound Warning Signal on Bridge ( Test Switch in PLC)
- Southbound Traffic Lights Red, Amber, Green \*\*

### South Portland

- Fire Station
- Dunkin Donuts
- VIP

### “Bridge Open” Warning Signals & Traffic Lights on Bridge

- Northbound Warning Signal on Bridge ( Test Switch in PLC)
- Northbound Traffic Lights Red, Amber, Green\*\*

**\*\* If checking operation of lights on the bridge (N/B & S/B) make sure operators only due one direction at a time.**

# CASCO BAY BRIDGE CLEANING CHECKLIST

Weekending Friday \_\_\_/\_\_\_/\_\_\_

***DATE EACH ITEM & INITIAL CHECKLIST  
TO BE EMAILED IN WEEKLY To MaineDOT REP.***

## TOWER LEVEL DUTIES

**DATE & *Print*** INITIALS IN BOX WHEN COMPLETE

- |             |                          |   |
|-------------|--------------------------|---|
| ___/___/___ | <input type="checkbox"/> | Complete daily inventory form   |
| ___/___/___ | <input type="checkbox"/> | Sweep and/or vacuum floors & rugs & wash tower floor & stairs to tower.   |
| ___/___/___ | <input type="checkbox"/> | Wipe down all desks and 2 computer carts  |
| ___/___/___ | <input type="checkbox"/> | Clean computer screens & all security monitors  |
| ___/___/___ | <input type="checkbox"/> | Vacuum/wipe Recliner Chairs/Chairs/Furniture. Use furniture polish on wood.   |
| ___/___/___ | <input type="checkbox"/> | Clean 1/3 <sup>rd</sup> inside tower Windows (do not do the ones next to stairs or front console & make sure they are securely locked before proceeding)                          |
| ___/___/___ | <input type="checkbox"/> | Wipe down stone window sill's and apply oil soap  |
| ___/___/___ | <input type="checkbox"/> | Dust all equipment and items that collect dust.   |
| ___/___/___ | <input type="checkbox"/> | Wash ½ walls - CK Box completed: <input type="checkbox"/> East wall <input type="checkbox"/> West wall<br><input type="checkbox"/> North Wall <input type="checkbox"/> South Wall |
| ___/___/___ | <input type="checkbox"/> | Use SS Cleaner initially for control console then dust.   |
| ___/___/___ | <input type="checkbox"/> | Dust blinds   |

# CASCO BAY BRIDGE CLEANING CHECKLIST

## MAINTENANCE 4<sup>th</sup> LEVEL

**1 MBT to stay on kitchen or Tower Level monitoring phone/marine radio and clean on those floors.**

**DATE & *Print* INITIALS IN BOX WHEN COMPLETE**

- |             |                          |   |
|-------------|--------------------------|---|
| ___/___/___ | <input type="checkbox"/> | Sweep and/or vacuum floors & rugs & Wash floor  |
| ___/___/___ | <input type="checkbox"/> | Dust all equipment and items that collect dust.   |
| ___/___/___ | <input type="checkbox"/> | Wipe down stone window sill's and apply oil soap  |
| ___/___/___ | <input type="checkbox"/> | Clean all desks and tables (move items on desk as necessary)  |
| ___/___/___ | <input type="checkbox"/> | Dust blinds   |
| ___/___/___ | <input type="checkbox"/> | Damp wipe Harmonics cabinet and wipe with spray wax every 4 <sup>th</sup> week.<br><b>Do not open Harmonics Cabinet</b>   |
| ___/___/___ | <input type="checkbox"/> | Clean <u>Inside</u> Windows only (make sure they are securely locked before proceeding)   |
| ___/___/___ | <input type="checkbox"/> | Wash Walls CK Box completed: <input type="checkbox"/> East wall <input type="checkbox"/> West wall<br><input type="checkbox"/> North Wall <input type="checkbox"/> South Wall |
| ___/___/___ | <input type="checkbox"/> | Add Item(s) you feel need cleaned but not listed  |
-

# CASCO BAY BRIDGE CLEANING CHECKLIST

## KITCHEN, BATHROOM & ENTRYWAY LEVEL DUTIES

**1 MBT to stay on kitchen or Tower Level monitoring phone/marine radio and clean on those floors.**

**DATE & *Print* INITIALS IN BOX WHEN COMPLETE**

- |             |                          |   |
|-------------|--------------------------|---|
| ___/___/___ | <input type="checkbox"/> | Complete "Items that need attention" form for the week & complete daily Inventory form  |
| ___/___/___ | <input type="checkbox"/> | Sweep and/or vacuum floors & rugs & wash kitchen floor & stairs to M.C.C. room.   |
| ___/___/___ | <input type="checkbox"/> | Clean kitchen counter and appliances (refrigerator, microwave, range etc...)  |
| ___/___/___ | <input type="checkbox"/> | Thoroughly clean bathroom; floor, toilet, under & around toilet floor, under sink cabinet & countertop and storage cabinets   |
| ___/___/___ | <input type="checkbox"/> | Wipe down lockers & PLC cabinet (tops also) and wipe with spray wax every 4 <sup>th</sup> week. <b>Do not open PLC Cabinet</b>  |
| ___/___/___ | <input type="checkbox"/> | Dust all equipment and items that collect dust  |
| ___/___/___ | <input type="checkbox"/> | Wipe down stone window sill's and apply oil soap  |
| ___/___/___ | <input type="checkbox"/> | Clean & monitor refrigerator for old product  |
| ___/___/___ | <input type="checkbox"/> | Wash walls - CK Box completed: <input type="checkbox"/> East wall <input type="checkbox"/> West wall<br><input type="checkbox"/> North Wall <input type="checkbox"/> South Wall |
| ___/___/___ | <input type="checkbox"/> | Clean inside kitchen/bathroom/entryway floor  |
| ___/___/___ | <input type="checkbox"/> | Dust blinds   |
| ___/___/___ | <input type="checkbox"/> | Clean <u>inside</u> Windows only (make sure they are securely locked before proceeding)   |
| ___/___/___ | <input type="checkbox"/> | Check first aid kit in medicine cabinet   |
| ___/___/___ | <input type="checkbox"/> | Entryway door mat with drain, Vacuum then rinse with bucket of water only. Pull up to clean if necessary.   |

# CASCO BAY BRIDGE CLEANING CHECKLIST

## MOTOR CONTROL CENTER 3<sup>rd</sup> LEVEL DUTIES

1 MBT to stay on kitchen or Tower Level monitoring phone/marine radio and clean on those floors.

DATE & *Print* INITIALS IN BOX WHEN COMPLETE

- |             |                          |  |
|-------------|--------------------------|--|
| ___/___/___ | <input type="checkbox"/> | Complete daily inventory form  |
| ___/___/___ | <input type="checkbox"/> | Sweep and/or vacuum floors & rugs & Wash MCC floor & stairs to 4 <sup>th</sup> floor   |
| ___/___/___ | <input type="checkbox"/> | Dust all equipment and items that collect dust.  |
| ___/___/___ | <input type="checkbox"/> | Wipe down stone window sill and apply oil soap   |
| ___/___/___ | <input type="checkbox"/> | Wash Walls   |
| ___/___/___ | <input type="checkbox"/> | Dust blinds  |
| ___/___/___ | <input type="checkbox"/> | Clean <u>Inside</u> Windows only (make sure they are securely locked before proceeding)  |
| ___/___/___ | <input type="checkbox"/> | Lockout main buss disconnect and damp wipe all MCC buckets, transformers, motor drive cabinets and storage cabinets & wipe with spray wax once every 4 weeks |

**APPENDIX B  
SPECIAL PROVISIONS  
FOR STATE FUNDED TRANSPORTATION RELATED MAINTENANCE WORK**

1. **BENEFITS AND DEDUCTIONS** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

2. **INDEPENDENT CAPACITY** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

3. **DEPARTMENT'S REPRESENTATIVE** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail Work if necessary to ensure proper execution of the Contract, to take actions needed to assure that the Contractor's Work conforms with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work, to reject Unacceptable or Unauthorized Work and to refuse to approve Progress and Final Payments until Unacceptable or Unauthorized Work is corrected. The Contract Administrator shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor. Unless authorized by the Contract Administrator, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract.

The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

4. **CONTRACT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Contractor shall be submitted to the Department's Project Manager who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

5. **CHANGES IN THE WORK** The Department shall have the right to alter the nature and extent of the Work as provided in the Contract, the Contract Amount being adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the

Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontractor. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of the Contract shall in any case release the Contractor of its liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of Work to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

- g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis pursuant to this Contract any personnel who are or have been at any time during the period of this Contract in the employ of the State of Maine, except regularly retired employees, without the written consent of the Department. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of MaineDOT who has not been retired for at least one year without the written consent. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State of Maine at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or at any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **WARRANTY OF NO COLLUSION** The Contractor hereby certifies that it did not, directly or indirectly, enter into any agreement, participate in any collusion or otherwise take any action in restraint of competitive bidding in connection with this Contract. For breach or violation of this warranty, MaineDOT shall have the right to annul this Contract without liability. Further, MaineDOT shall have the right to recover the full amount of such fee, commission, gift, or the value of consideration that may have been transferred by the Contractor in violation of this clause.

12. **RECORDS; ACCESS** The Contractor and its subcontractors shall maintain all books, documents, payrolls, papers, accounting records and information of any type on any medium ("Project Records") that pertain to this Contract for such period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Upon request by MaineDOT, the Contractor and its subcontractors shall make Work Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

13. **TERMINATION AND FAILURE TO PERFORM** The Department may terminate this Contract with or without cause upon 60 days written notice. Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices.

If for any reason the Contractor is unable to complete the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. Any

delay by the Department in providing a written Notice of Default shall in no way constitute a waiver by the Department of any provision of the Contract. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed.

In addition the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner.

14. **GOVERNMENTAL REQUIREMENTS** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

15. **GOVERNING LAW** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

16. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Claims to which this indemnification applies include, but are not limited to, the following: (i) claims suffered or incurred by any Contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as Department employees.

17. **NOTICE OF CLAIMS** The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

18. **INSURANCE** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

**Workers' Compensation** For all Work performed by the Contractor and any subcontractor, the Contractor and each subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

**Commercial General Liability** With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per person and occurrence and \$5,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures. The Department shall be named as additional insured on the Commercial General Liability insurance policies carried by the Contractor that are applicable to the Work.

**Automobile Liability** The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

**Professional Liability** The Contractor shall maintain a Professional Liability policy for errors and omissions that provides a minimum liability of \$1,000,000 per claim and annual aggregate. This policy shall cover "Wrongful Acts," meaning negligent acts, errors or omissions by the Contractor, or any entity for whom the Contractor is legally liable, arising out of the performance of, or failure to perform, professional services.

**Claims.** Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

19. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. **INTEGRATION** All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority:

Contract Agreement, Transportation Related Maintenance Work  
Bid Amendments (most recent to least recent)

Appendix A – Request for Proposals and Special Provision Specifications of Work to be Performed

Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work

Any remaining appendices in alphabetical order.

Any remaining Special Provisions

The Department’s Notice to Contractors and any amendments

State of Maine, Department of Transportation, Standard Specifications, November 2014 as updated through advertisement.

21. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

22. **FURNISHING OF OTHER PROPERTY RIGHTS, LICENSES AND PERMITS** The Contractor shall acquire, at its sole expense, all property rights outside the Project Limits needed for construction staging, yarding, construction, waste disposal, or other Project-related purpose. The Contractor shall also acquire, at its sole expense, all licenses, Permits and other permissions that are necessary or appropriate to perform the Work that are not furnished by the Department.

23. **Intentionally Omitted.**

24. **SET-OFF RIGHTS** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT’s right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. **WORKERS AND EQUIPMENT** \_The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals as needed to perform the Work in Conformance within the Contract Time. The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Contract Administrator. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Contract Administrator may suspend the Work by written notice until such orders are complied with.

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

## 26. ENVIRONMENTAL REQUIREMENTS

Temporary Soil Erosion and Water Pollution Control If the Work involves excavation or placement of soil, the Contractor shall stabilize the area on a daily basis and comply with all applicable federal, state, and local laws, rules, regulations, permit requirements and conditions.

Hazardous Materials If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

Waste Materials All waste materials shall be disposed of in accordance with all federal, State, and local laws.

Environmental Non-compliance - Remedies and Costs The Contractor shall be in non-compliance if it, or Subcontractors at any tier, fail to comply with the terms of this Contract or any applicable environmental or land use law or regulation including Project specific permit conditions.

If the Contractor is in non-compliance, the Department may, at its discretion:

- A. Withhold all Progress Payments, or any portion thereof, during the period the Contractor is in non-compliance;
- B. Remedy such non-compliance using State forces or another Contractor and deduct all costs incurred by the Department from Progress Payments. Such costs include direct costs, Project Engineering costs, and Contractor costs from amounts otherwise due the Contractor, and/or
- C. Suspend the Work for cause and without cost or liability to the Department. Said suspension shall continue until the Contractor has addressed all non-compliance issues as directed by the Department.

The Contractor shall be responsible for any fines and penalties assessed by environmental or land use regulatory agencies due to such non-compliance. Such penalties may be withheld from amounts otherwise due the Contractor.

27. **QUALITY AND STANDARDS** Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

28. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the Work will be free from warranty defects for one year or as otherwise specified in this Contract. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department.

The Contractor hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

29. **PAYMENT** The Contractor shall submit an itemized invoice to the Department for Work monthly or as otherwise noted in the Contract documents for approval and payment. At a minimum, invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Work
- Description and Location of Work
- Quantities at the Prices contained in the Contractor's Bid
- Deductions for deficiencies at the rates given in the Deficiency and Penalty Table.

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Acceptance by the Contractor of the final payment, as evidenced by cashing of

the final payment check, constitutes a release to the Department from all claims and liability under the Contract.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Incomplete or missing reports,
- D. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- E. Damage to a third party,
- F. Claims filed or reasonable evidence indicating probable filing of claims,
- G. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- H. Regulatory non-compliance or enforcement,
- I. Failure to submit Documentation
- J. All other causes that the Department reasonably determines negatively affect the State's interest.

30. **RESPONSIBILITY FOR DAMAGE TO WORK** Except for damage to Project caused by Uncontrollable Events, the Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures, and all other items or Materials not yet incorporated into the Work.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged Work or otherwise make good any losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to Promptly commence and continue such rebuilding, etc., the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor.

31. **RESPONSIBILITY FOR PROPERTY OF OTHERS** The Contractor shall not enter private property outside the Project Limits without first obtaining permission from the Owners.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The preceding sentence includes damage to vehicles passing through the Work area.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

32. **NOTICE REQUIRED** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Contract Administrator within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to Contract requirements without a timely Notice of Issue for Consideration.

33. **ENTIRE CONTRACT** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

SPECIAL PROVISIONS  
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

101.2 Definitions ADD the following:

“Apparent Highest Scored Bidder A Bidder that receives the Evaluation Committee’s highest total score using the weighted criteria in the bid documents. The Apparent Highest Scored Bidder may not be Awarded the Contract if a) the Bid is later found to be non-responsive in accordance with Section 102.11, b) the Bidder is found to be not responsible, c) the Bidder fails to comply with all applicable pre-Award Conditions, other pre-execution requirements of the Contract, or d) the Department chooses not to Award a Contract.”

101.2 Definitions Apparent Low Bidder Delete the section in its entirety.

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“Apparent Successful Bidder The Bidder with the highest scored responsive Bid as determined by the Department. A responsive responsible Bidder, usually the Apparent Highest Scored Bidder, that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Contract Completion Date Delete the entire section and replace with the following:

“The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form.”

101.2 Definitions Contract Execution Delete the entire section and replace with the following:

“Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department.”

101.2 Definitions Contractor Delete the entire section and replace with the following:

“After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder in a low Bid process or the successful Proposer in

a best value type of Contract becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, "Contractor," with a lower case "c," may mean a firm engaged in construction Work.

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

"Successful Bidder The highest scored, responsive, responsible bidder to whom the Department intends to award the Contract. This status is evidenced by a "Notice of Intent to Award" Letter sent to the Successful Bidder."

## SPECIAL PROVISION SECTION 102

### BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Work location, Title, and the words "Bid Enclosed". As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.11.2 Curable Bid Defects A. Change "Contract Agreement Offer and Award forms" to Contract form.

102.11.2 Curable Bid Defects ADD the following:

"F. The check boxes in the Schedule of Items, Appendix A, Section 2: Economic Impact within the State of Maine have not been completed.

Upon Notification, the Contractor may be given 5 business days to complete the check boxes in the Schedule of Items, Appendix A, Section 2. After the 5 days has elapsed, the points will be awarded and scored per Appendix A, Section 2."

## SPECIAL PROVISION SECTION 103

### AWARD AND CONTRACTING

103.4 Notice of Award Delete the section in its entirety and replace with the following:

"The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance, special certifications, and other information from the Apparent Highest Scored Bidder. If a notice of Intent to Award is not sent within 30 days of receipt of the Bid Opening, the Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. If the Department and the Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5 Award Conditions."

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SUPPLEMENTAL SPECIFICATION  
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

**SECTION 101**  
**CONTRACT INTERPRETATION**

101.2 Definitions

Page 1-5 – Remove the definition of Bridge in its entirety and replace with:

**“Bridge A structure that is erected over a depression or an obstruction, such as water, a highway or a railway, and has an opening measured along the centerline of the Roadway of more than 20 feet between: The faces of abutments; spring line of arches; extreme ends of openings of box culverts, pipes or pipe arches; or the extreme ends of openings for multiple box culverts, pipes or pipe arches.”**

Page 1-12 – Remove the definition of Large Culvert in its entirety and replace with:

**“Large Culvert Any structure not defined as a Culvert or Bridge that provides a drainage or non-drainage opening under the Roadway or Approaches to the Roadway, with an opening that is 5 feet but less than 10 feet.”**

Remove the definition of Minor Span in its entirety and replace with:

**“Minor Span Same definition as Bridge, except having an opening of between 10 feet and 20 feet, inclusive.”**

**SECTION 104**  
**GENERAL RIGHTS AND RESPONSIBILITIES**

104.5.5 Prompt Payment of Subcontractors Add the following paragraph to this subsection:

**C. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.**

**SECTION 105**  
**GENERAL SCOPE OF WORK**

105.4.5 Special Detours Remove this subsection in its entirety and replace with:

**“105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours,**

prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others.”

105.6.2.4 Department Verification Add the following to the end of the first sentence: “or other approved method, such as reference staking, to allow the Department to independently verify the accuracy of the work, as approved by the Department.”

## **SECTION 108** **PAYMENT**

108.3 Retainage - Remove the paragraph beginning with “ The Contractor may withdraw...” in its entirety.

## **SECTION 109** **CHANGES**

109.5.1 Definitions - Types of Delays In Paragraph ‘A’ delete “Equitable Adjustment” and replace with “adjustment of time”.

## **APPENDIX A TO DIVISION 100**

Remove Section D in its entirety as this is now covered in Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

## **SECTION 203** **EXCAVATION AND EMBANKMENT**

### 203.02 Materials

At the bottom of page 2-12, add as the first item in the list:

**Crushed Stone, ¾ inch      703.13**

### 203.042 Rock Excavation and Blasting

On page 2-16, add the word “**No**” to the third sentence in Section 5 Submittals, Subsection V, 1 so that it reads:

**“No blasting products will be allowed on the job site if the date codes are missing.”**

## **SECTION 304** **AGGREGATE BASE AND SUBBASE COURSE**

### 304.02 Aggregate

Remove the sentence “Aggregate for base and subbase courses shall be material meeting the aggregate type requirements specified in the following table” in its entirety and the table that follows it with headings of ‘Material’ and ‘Aggregate Type’.

304.02 – Aggregate Add the following sentence before the sentence starting with “When designated on the plans...”: **“Aggregate Base Course – Type C will be capped with 2” of millings or Untreated Aggregate Surface Course – Type B. Payment for this material will be made under 304.16”**

## **SECTION 307** **FULL DEPTH RECYCLED PAVEMENT**

Remove this Section in its entirety and replace with:

## **SECTION 307** **FULL DEPTH RECYCLING** **(UNTREATED OR TREATED WITH EMULSIFIED ASPHALT STABILIZER)**

**307.01 Description** This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding an emulsified asphalt stabilizer (if required) to the depth of the pulverized material specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

### **MATERIALS**

**307.02 Pulverized Material** Pulverized material shall consist of the existing asphalt pavement layers and one inch or more as specified of the underlying gravel, pulverized and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.

**307.021 New Aggregate and Additional Recycled Material** New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas requiring depths greater than 2 inches. New aggregate, will be measured and paid for under the appropriate item.

Recycled material, if required, shall consist of salvaged asphalt material from the project or from off-site stockpiles that has been processed before use to 100 percent passing a 2 inch square mesh sieve. Recycled material shall be conditionally accepted at the source

by the Resident. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 307.09. No additional payment will be made for material salvaged from the project.

Recycled material supplied from off-site stockpiles shall be paid for as described in the contract, or by contract modification.

**307.022 Emulsified Asphalt Stabilizer.** If required, the emulsified asphalt stabilizer shall be grade MS-2, MS-4, SS-1, or CSS-1 meeting the requirements of Subsection 702.04 Emulsified Asphalt.

**307.023 Water** Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.

**307.024 Portland Cement** If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

**307.025 Hydrated Lime** If required, Hydrated Lime shall meet the requirements of AASHTO M216.

## EQUIPMENT

**307.03 Pulverizer** The pulverizer shall be a self-propelled machine, specifically manufactured for full-depth recycling work and capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.

**307.04 Liquid Mixer Unit or Distributor.** If treatment of the recycled layer with emulsified asphalt is required by the contract, a liquid mixing unit or distributor shall be used to introduce the emulsified asphalt stabilizer into the pulverized material. The mixing unit shall contain a liquid distribution and mixing system which has been specifically manufactured for full-depth recycling work, capable of mixing the pulverized material with an evenly metered distribution of emulsified asphalt into a homogeneous mixture, to the depth and width required.

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd<sup>2</sup> with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd<sup>2</sup>. Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

**307.041 Cement or Lime Spreader** If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

**307.05 Placement Equipment** Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

**307.06 Rollers** The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum contact area per foot of 17 inch<sup>2</sup>, and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

#### MIX DESIGN

If treatment of the recycled layer with emulsified asphalt is required by the contract, the Department will supply a mix design for the emulsified asphalt stabilized material based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

1. Percent of emulsified asphalt to be used.
2. Quantity of lime or cement to be added.
3. Optimum moisture content for proper compaction.
4. Additional aggregate (if required).

After a test strip has been completed or as the work progresses, it may be necessary for the Resident to make necessary adjustments to the mix design. Changes to compensation will be in accordance with the Mix Design Special Provision.

#### CONSTRUCTION REQUIREMENTS

**307.06 Pulverizing** The entire depth of existing pavement shall be pulverized together with 1 inch or more of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 2 inch square mesh sieve.

**307.07 Weather Limitations** Full depth recycled work shall be performed when;

- A. Recycling operations will be allowed between May 15<sup>th</sup> and September 15<sup>th</sup> inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

**307.08 Surface Tolerance** The complete surface of the Full Depth Recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of 3/8 inch.

**307.09 Full Depth Recycling Procedure** New aggregate or recycled material meeting the requirements of Section 307.021 - New Aggregate and Additional Recycled Material, shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes. The Resident may add other locations while construction of the project is in progress. The Contractor will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 inch size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.

Should the Contractor be required to add new aggregate or recycled material to restore cross-slope and/or grade after the initial pulverizing process, those areas will require re-processing to blend into a homogenous mass passing a 2 in square mesh sieve.

Sufficient water shall be added during the recycling process to maintain optimum moisture for compaction.

The resultant material from the initial pulverizing processes shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of 3/8 inch. Areas not meeting this tolerance will be repaired as described in Section 307.091. The initial pulverizing process density requirements will be the same as Section 307.101 unless otherwise directed by the Resident.

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of

the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section 307.041. The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

After final compaction, the roadway surface shall be treated with a light application of water, and rolled with pneumatic-tired rollers to create a close-knit texture. The finished layer shall be free from:

- A. Surface laminations.
- B. Segregation of fine and coarse aggregate.
- C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer, or any layers to be placed upon it.

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt overlay placement.

307.091 Repairs Repairs and maintenance of the recycled layers, resulting from damage caused by traffic, weather or environmental conditions, or resulting from damage caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.

For recycled layers stabilized with emulsified asphalt, low areas will be repaired using a hot mix asphalt shim. Areas up to 1 inch high can be repaired by milling or shimming with hot mix asphalt. Areas greater than 1 inch high will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

## TESTING REQUIREMENTS

307.10 Quality Control The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random

numbers to be used on the project shall be provided to the Resident. All field supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.
- B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.
- C. Testing Plan.
- D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.
- E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.
- F. Method of grade checks.
- G. Examples of Quality Control forms.
- H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.
- I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate the full depth reclamation process in accordance with the following minimum frequencies:

**MINIMUM QUALITY CONTROL FREQUENCIES**

<b>Test or Action</b>	<b>Frequency</b>	<b>Test Method</b>
Density	1 per 1000 feet / lane	AASHTO T 310
Air Temperature	4 per day at even intervals	
Surface Temperature	At the beginning and end of each days operation	
Yield of all materials (Daily yield, yield since last test, and total project yield.)	1 per 1000 ft/lane	

The Department may view any QC test and request a QC test at any time. The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, to the Department's onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

The Contractor shall cease recycling operations whenever one of the following occurs:

- A. The Contractor fails to follow the approved QCP.
- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.
- C. The finished product is visually defective, as determined by the Resident.
- D. The computed yield differs from the mix design by 10 percent or more.

Recycling operations shall not resume until the Department approves the corrective action to be taken.

**307.101 Test Strip** The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

- A. Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions.
- B. Determine the effect on the gradation of the recycled material by varying the forward speed of the recycling machine and the rotation rate of the milling drum.
- C. Determine the optimum moisture necessary to achieve proper compaction of the recycled layer.
- D. Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target density. The Contractor and the Department will both conduct testing with their respective gauges at this time.

The test strip shall be at least 300 feet in length of a full lane-width (or a half-road width). Full recycling production will not start until a passing test strip has been accomplished. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor's expense.

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing several additional density tests and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

Following completion of the test strip, compaction of the material shall continue until a density of not less than 98 percent of the test strip target density has been achieved for the full width and depth of the layer. During the construction and compaction of the Full Depth Recycled base, should three consecutive Acceptance test results for density fail to meet a minimum of 95 percent of the target density, or exceed 102 percent of target density, a new test strip shall be constructed.

**ACCEPTANCE TEST FREQUENCY**

<b>Property</b>	<b>Frequency</b>	<b>Test Method</b>
<b>In-place Density</b>	<b>1 per 2000 ft / lane</b>	<b>AASHTO T 310</b>

**308.102 Curing.** No new pavement shall be placed on the full depth recycled pavement until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, or a curing period of 4 days has elapsed, whichever comes first.

**307.11 Method of Measurement** Full Depth Recycled Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be measured by the square yard.

**307.12 Basis of Payment** The accepted quantity of Full Depth Recycled Asphalt Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.

The addition of materials to restore profile grade and/or cross-slope in areas shown on the plans or described in the construction notes will be paid separately under designated pay items within the contract. No additional payment will be made for materials salvaged from the project.

Payments will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
<b>307.331 Full Depth Recycled Pavement (Untreated) Yard</b>	<b>Square</b>
<b>307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 5 in. depth Yard</b>	<b>Square</b>
<b>307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 6 in. depth Yard</b>	<b>Square</b>

**SECTION 411**  
**UNTREATED AGGRAGATE SURFACE COURSE**

**411.02 – Aggregate** Add the following to the end of the first sentence: “- Type A”

**SECTION 502**  
**STRUCTURAL CONCRETE**

502.05 Composition and Proportioning

Replace Table 1 with

TABLE 1

Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entrained Air (%)		Notes
			LSL	USL	
S	3,000	N/A	N/A	N/A	4,5
A	4,000	14	6.0	9.0	1,4,5
P	-----	-----	5.5	7.5	1,2,3,4
LP	5,000	17	6.0	9.0	1,4,5
Fill	3,000	N/A	6.0	9.0	4,5

In the list of information submitted by the contractor for a mix design:

Item J Replace “Target Coulomb Value.” with “Target KOhm-cm Value.”

**Note #1** - Remove, “...Standard Specification Section 711.05, Protective Coating for Concrete Surfaces, and per the manufacturer’s recommendations, at no additional cost to the Department.” and replace with, “...Standard Specification Section 515, Protective Coating for Concrete Surfaces, at no additional cost to the Department.”

502.1703 Acceptance Methods A and B

In the paragraph that starts with “The Department will take Acceptance...” Remove the word chloride from chloride permeability in the last sentence.

Replace the paragraph starting with “Rapid Chloride Permeability specimens...” With the following:

“Surface Resistivity specimens will be tested by the Department in accordance with AASHTO TP-95 at an age  $\geq$  56 days. Four 4 inch x 8 inch cylinders will be cast per subplot placed. The average of three concrete specimens per subplot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations.”

502.1706 Acceptance Method C

Remove in its entirety and Replace with:

**502.1706 Acceptance Method C** The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete with a failing permeability as indicated by the surface resistivity test may be tested for permeability in accordance with the Rapid Chloride Permeability Test AASHTO T-277 averaging the results from two specimens cut from the samples prepared for the surface resistivity test. Method C concrete not meeting the requirements listed in Table 1 or if the Rapid Chloride Permeability test results in values exceeding 2000 coulombs for Class LP or 2400 for

**Class A, shall be removed and replaced at no cost to the Department. At the Department's sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.**

502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove "Rapid Chloride" from the section heading.

In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

Remove "Chloride" from the heading and from the first sentence.

Replace the sentence that starts with "values greater than..." and replace with "values less than 10 KOhms-cm for Class A concrete or 11 KOhms-cm for Class LP concrete shall be subject to rejection and replacement, at no additional cost to the Department."

502.194 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content, Methods A and B

Remove the word "Chloride" from the section heading and from the equation for CPF.

502.195 Pay Adjustment Method C

Table 6: Method C Pay Reductions (page 5-53)

Under "Entrained Air" for "Class Fill", in the first line, change from "< 4.0 (Removal)" to "< **4.5 (Removal)**"

In Table 6: Method C PAY REDUCTIONS remove the word 'Chloride' from 'Chloride Permeability'.

**SECTION 619**  
**MULCH**

619.07 Basis of Payment

In the list of Pay Items add "**619.12 Mulch**" with a Pay Unit of "**Unit**".

Change the description of 619.1201 from "Mulch" to "**Mulch – Plan Quantity**"

In the list of Pay Items add "**619.13 Bark Mulch**" with a Pay Unit of "**CY**".

Change the description of 619.1301 from "Bark Mulch" to "**Mulch – Plan Quantity**"

In the list of Pay Items add "**619.14 Erosion Control Mix**" with a Pay Unit of "**CY**".

Change the description of 619.1401 from "Erosion Control Mix" to "**Mulch – Plan Quantity**"

**SECTION 621**  
**LANDSCAPING**

621.0002 Materials - General

In the list of items change "Organic Humus" to "**Humus**".

621.0019 Plant Pits and Beds

c Class A Planting

In the third paragraph beginning with “ The plant pit...” change “½ inch” to “**1 inch**”

**SECTION 626**  
**FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR HIGHWAY  
SIGNING, LIGHTING AND SIGNALS**

626.034 Concrete Foundations

On Page 6-85, add the following paragraph before the paragraph beginning with “Drilled shafts shall not be...”.

**No foundation design will be required for 18- and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. A foundation design prepared by a Professional Engineer licensed in accordance with the laws of the State of Maine will be required for all other foundations. Precast foundations will be permitted for 18 and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. Where precast foundations are permitted flowable concrete fill shall be used as backfill in the annular space, and placed from the bottom up. Construction of precast foundations shall conform to the Standard Details and all requirements of Section 712.061 except that the concrete shall have a minimum permeability of 17 kOhm-cm and the use of calcium nitrite will not be required.**

On Page 6-86, add the following to the paragraph beginning with “Concrete for drilled shafts...” so that it reads as follows:

**“...The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. Concrete for drilled shafts shall be placed in accordance with Section 502.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class A in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section. Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow.....”**

**SECTION 652**  
**MAINTENANCE OF TRAFFIC**

652.3 Submittal of Traffic Control Plan On page **6-148**, note **f**, in the last sentence change the 105.2.2 to 105.2.3 so that the last sentence reads, “**For a related provision, see Section 105.2.3 – Project Specific Emergency Planning.**”.

## **SECTION 656** **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.2 If No Pay Item Add the following to the end of the first paragraph:

**“Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 will result in a violation letter and a reduction in payment as shown in the schedule list in 656.5.1. The Department’s Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”**

## **SECTION 660** **ON-THE-JOB TRAINING**

660.06 Method of Measurement

Remove the first sentence in its entirety and replace with “ **The OJT item will be measured by the number of OJT hours by a trainee who has successfully completed an approved training program.**”

660.07 Basis of payment to the Contractor

Remove the last word in the first sentence so that the first sentence reads “ The OJT shall be paid for once successfully completed at the contract unit price per **hour.**”

Payment will be made under

Change the Pay Item from “660.22” to “**660.21**” and change the Pay Unit from “Each” to “**Hour**”.

## **SECTION 677**

On page 6 - 203 change “636.041” to “677.041”

## **SECTION 703** **AGGREGATES**

703.0201 Alkali Silica Reactive Aggregates

Remove this section in its entirety and replace with the following:

**703.0201 Alkali Silica Reactive Aggregates. All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.**

**As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.**

**Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:**

**Class F Coal Fly Ash meeting the requirements of AASHTO M 295.**

**Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.**

**Densified Silica Fume meeting the requirements of AASHTO M 307.**

**Lithium based admixtures**

**Metakaolin**

**Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.**

703.06 Aggregate for Base and Subbase - Remove the first two paragraphs in their entirety and replace with these:

**“The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the 1/2 in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.**

**The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may**

**be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. “**

703.19 Granular Borrow

Remove the gradation requirements table, and replace with the following:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Material for Underwater Backfill	Material for Embankment Construction
6 inch	100	
No. 40	0-70	0-70
No. 200	0-7.0	0-20.0

703.33 Stone Ballast - In the third paragraph, remove the words “less than” before 2.60 and add the words “**or greater**” after 2.60.

**SECTION 717**  
**ROADSIDE IMPROVEMENT MATERIAL**

717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with “Liquid lime...” change the Specification for Nitrogen (N) from “15.5 percent of which 1% is from ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen” to read “**15.5 % of which 1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen**”