This RFP package contains necessary information for bidders to submit their proposal to replace precipitator skin on the B precipitator during our upcoming October outage.
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INSTRUCTIONS TO BIDDERS

The following instructions are provided in order for the bidder’s proposal to be complete and include all information required for ecomaine’s proper and timely evaluation of the bids for the total firm price for the supply and installation of B Precipitator Walls.

Preparation and Submission of Proposals

Proposals shall be submitted in electronic format or hard copy as follows:

Hard Copy: One (1) original and one (1) printed copy of the BID PROPOSAL and BID FORMS provided, along with all required documents.

Submit your proposal at the ecomaine address below no later than 3:00 pm on September 18, 2015 (Bid Due Date).

All original documents shall be properly executed by an individual authorized to legally bind the bidder, all blank spaces shall be filled in, and any interlineations, alterations or erasures shall be fully explained and initialed by the bidder. Failure to comply with any of these requirements may be cause for rejection of the proposal. Proposals received after the Bid Due Date and time will be disqualified.

Proposals shall be addressed as follows:

Mail to: ecomaine
64 Blueberry Road
Portland, Maine 04102

Attn: Kevin Trytek
Plant Manager

Email: Winfield Stratton (ecomaine contact person)
stratton@ecomaine.org

Hard copy bids shall be submitted in a sealed envelope, bearing the address shown above.

Partial, obscure or conditional proposals may not be considered. Proposals shall be in strict conformity with this Request for Proposals, including all attachments, bid forms, drawings and any applicable addenda (hereinafter, “Bid Package Documents”). It is the
sole responsibility of the bidder to ensure that its proposal is submitted by the Bid Due Date.

The attached Bid Forms must be completed and submitted with the bidder’s Proposal. The bidder may, however, duplicate the form on its own letterhead.

Each Proposal shall show the full legal name and business address of the bidder, including its street address if it differs from its mailing address, and shall be dated and signed by a person or persons authorized to legally bind the bidder.

The preparation of all Proposals shall be at the expense of the bidder.

Each bidder submitting a Proposal is responsible for examining the complete Bid Package Documents, including all addenda and drawings, and is also responsible for informing itself of all conditions that might, in any way, affect the amount or nature of the Work, the cost of the Proposal, or the performance of any Work. Any failure of a bidder to so examine and inform itself will be at the sole risk of the bidder and no relief will be given for errors or omissions by the bidder.

Each bidder is responsible for conducting such investigations as it deems appropriate in connection with its Proposal, regarding the condition of existing facilities and Site conditions, keeping in mind the provision set forth above regarding assumption of risk by the bidder. The bidder’s receipt of information furnished by ecomaine does not relieve the bidder of such responsibility to investigate.

The drawing package for individual projects is a tool to assist the bidders in the bidding process. Before submitting its specific project proposals, the bidder shall be responsible for (a) examining the Site, (b) comparing the Site with the drawings as provided and (c) familiarizing itself with the conditions existing at the Site. Bidders are reminded that the only opportunity to visit and view the site will be at the mandatory pre-bid meeting. No individual site visits will be allowed.

Submission of a Proposal will be considered presumptive evidence that the bidder is familiar with (a) Site facilities and conditions, (b) all the requirements of the Bid Package Documents, (c) all pertinent local, State, and federal laws, and (d) prevailing local labor and material markets, and has made due allowance in its Proposal for all contingencies.

Alternate proposals the bidder wishes to submit should be sent as an attachment to the bid forms, clearly outlining the reasons for the alternatives and any cost or other benefits associated with them. Bidders are required to respond to the basic bid as described in this Request for Proposal, any alternate proposal shall be in addition to the basic bid.
Questions and Addenda

Each bidder shall be responsible for carefully reviewing the Bid Package Documents and any Addenda (including drawings) issued by ecomaine and, as soon as possible, for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision that the bidder fails to understand. Failure of any bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by ecomaine. If a bidder identifies any mistake, error, omission or ambiguity at any time during the procurement process in any of the documents supplied by ecomaine, the bidder shall promptly notify ecomaine of the recommended correction in writing. All significant questions and their answers will be issued by ecomaine as written Addenda and sent to all bidders. No alleged oral interpretation shall be held valid.

ecomaine reserves the right to issue Addenda until three (3) working days prior to the Bid Due Date, but with the cooperation of the bidders, it is anticipated that all clarifications of the bidding documents can be completed well in advance of the Bid Due Date.

All Addenda issued during the bidding period supersede previous information and automatically becomes part of the Bid Package Documents. The existence of all addenda must be acknowledged in the bidder’s Proposal.

All questions and correspondence must be directed in writing via e-mail to Winfield Stratton at stratton@ecomaine.org no less than five (5) working days before the Bid Due Date.

To ensure that emails are being correctly received, please confirm your first email to Winfield Stratton with a personal telephone call at (207) 773-1738.

Upon receipt of this RFP, any communication regarding this project not directed via e-mail to stratton@ecomaine.org, but rather directed either by e-mail, by telephone or any other means to ecomaine employees, consultants, or representatives, is prohibited and may be considered grounds for disqualification.

The Quotation

The bidder’s proposal to provide the requested services is to be in strict conformance with ecomaine’s requirements as set forth in the Bid Package Documents and all Addenda. Failure to comply with this requirement may be cause for rejection of the proposal.

Proposal Validity Period

Bidder’s Proposal for this contract shall be binding and valid for a period of at least 90 (ninety) days from the Bid Due Date. Bidder agrees to accept an order based on the
terms of the submitted Proposal in the event that a written or oral notification of award is received on or before expiration of the 90 day period.

A bidder may modify its Proposal at any time prior to the Bid Due Date by submitting such modified Proposal to the address to which the original Proposal was submitted.

A bidder may, without prejudice, withdraw its Proposal by written request, at the address to which the original Proposal was submitted, provided that the request is received by ecomaine prior to the Bid Due Date. The bidder may submit a new Proposal, provided that it is received by ecomaine prior to the Bid Due Date.

**Basis of Award**

ecomaine reserves the right to accept or reject any or all proposals submitted in response to this RFP. ecomaine is not obligated to select or accept the lowest price proposal. If only one proposal is received, it may be selected, accepted or rejected at ecomaine’s sole discretion.

ecomaine reserves the right to select any proposal considered by it to be in its best interest or the most satisfactory. By submitting a proposal, the bidder agrees that if its proposal is selected by ecomaine, the bidder will negotiate in good faith with ecomaine for a reasonable period.

In assessing a proposal, ecomaine may take into account, and may select, accept or reject any proposal based on the following criteria, in no particular order:

- The bidder’s safety record and program.
- The bid price.
- The level of experience, ability and qualifications of the bidder and its proposed contractors and subcontractors.
- The qualifications of the bidder’s project manager and field supervisor proposed to be assigned to the project.
- Any previous work the bidder or its contractors or subcontractors have performed for ecomaine.
- The extent to which the bidder will utilize local labor and/or suppliers.
- Any other factor considered appropriate by ecomaine in its sole discretion.

ecomaine specifically reserves the right to reject all proposals if none are considered to be satisfactory and, in that event, at its option, to call for additional proposals. ecomaine may select one or none of the proposals.
ecomaine shall be entitled, at its sole discretion, to waive any irregularity, informality or non-conformance with these instructions in any proposal received by ecomaine or to reject any proposal containing any such irregularity or non-conformity.

No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of ecomaine or on any other basis which is inconsistent or in conflict with the foregoing provisions.

Compliance with Terms and Conditions

The SERVICE AGREEMENT and GENERAL TERMS AND CONDITIONS (Attachment 1 to the Bid Package Documents) shall apply to any contract award arising out of this invitation to bid. If the bidder takes any exceptions to the AGREEMENT or TERMS AND CONDITIONS, such exceptions must be clearly itemized in Bid Form E along with reasons for the exceptions, identified by page and paragraph. Provide the specific language for the change requested.

Wholesale substitution of the bidder’s terms and conditions for ecomaine’s general terms and conditions may cause the Proposal to be disqualified.

No terms and conditions other than those contained in the bid package shall be binding upon ecomaine, unless specifically agreed to in writing.

The successful bidder will be required to submit proof of insurance in the amounts shown in Attachment 3.

General Proposal Information

The Contractor is advised that a complete RFP response is required.

The successful bidder will be required by ecomaine to execute and deliver the SERVICE AGREEMENT and GENERAL TERMS AND CONDITIONS, which must be executed and delivered by an individual or individuals authorized to legally bind the bidder.

Mandatory Pre-bid Meeting

ecomaine will hold a mandatory Pre-Bid meeting associated with this RFP on August 26, 2015 starting at 10:00 am at the ecomaine waste to energy facility. The pre-bid meeting will be held in the first floor conference room.

Bids received from parties that did not attend the pre-bid meeting will not be considered.
Respond with intent to bid within one week following pre-bid meeting.
BID PROPOSAL

Proposal Requirements
This RFP is for B Precipitator skin replacement sometimes referred to as the “Work.” The undersigned, having examined the RFP package in its entirety, including any RFP Addenda, the Service Agreement, General Terms and Conditions, all other contract documents, and considering all factors affecting the Work, proposes to furnish all project engineering, materials, management, supervision, labor, tools/equipment, environmental and safety supplies and equipment necessary to complete the Work in accordance with the Contract Documents. Any aspect of the scope of Work that bidder intends to exclude from the Proposal shall be expressly stated in writing by the bidder.

Safety Information
Provide all the safety information listed below. If the requested information is not available, provide an explanation. Provide the information for the on-site installation contractor(s).

- Provide your company's SIC Code.
- Provide your Current OSHA YTD Incident Rate.
- Provide your Incident Rate for the years 2011, 2010 and 2009 (Include both Total Case Incident Rate and Days Away Restricted Transferred).
- Provide your Current Worker's compensation Modification Record.
- Provide your Worker's Compensation Modification Factor for the years 2011, 2010 and 2009.
- Provide OSHA 300 log information for 2011, 2010 and 2009 (Include Total Injuries & Illnesses, Lost Work Day Cases, Restricted Day Cases, and Total Hours Worked.)
- Provide any OSHA Citations during the past 3 years.
- Provide your policy on the frequency of safety meetings.
- Provide a copy of your safety rules.
- Provide copies of process and forms used for your Risk/Hazard Assessment Process.

The Contractor agrees to place the highest priority on safety and do everything possible to ensure the safety of all involved with the project. The Contractor will plan safety into every aspect of their work.

As an expert in the Contractor’s field of work, the Contractor’s supervisor and safety personnel have sole control over all requirements for doing the Work safely and the ecomaine is not responsible in any manner for the safety of the Contractor’s work. If the Contractor fails to correct unsafe procedures, acts, or conditions Contractor will be
considered to be in breach of the Services Agreement. ecomaine may (but has no contractual obligation to do so) correct the unsafe practice and back-charge the Contractor for these costs. Conditions which constitute “imminent danger” to any person will result in an immediate stoppage of work. No extension of time or additional compensation will be granted as a result of any stop order so issued. Repeated failures to correct unsafe practices will result in default and termination of this contract.

In the event the Contractor receives a penalty from OSHA as a result of a violation, as provided by the Services Agreement, Contractor will be required to agree to protect, defend, indemnify and hold harmless ecomaine from the imposition of any fines and/or penalties by OSHA, in all cases, in connection with the Work to be performed by the Contractor or its Subcontractors.

**Qualifications and Experience of Firm, Including Subcontractors/Subcontractors**

The bidder shall provide information regarding its experience specific to Precipitator structural and casing replacement. Provide the requested information for two or more similar projects that the bidder has completed.

- Project Name
- Owner (Company)
- Owner Contact (name, address, phone number)
- Description of Project
- Total project cost & Percent of Total Cost Billed by Bidder
- Original and As-built Schedule

**Qualifications and Experience of Project Team, Including Subcontractors**

For this RFP, the bidder shall designate a project team comprised of experienced professional and technical staff to competently and efficiently perform the Work on schedule with either their own personnel or subcontractors. The proposal shall identify the project team composition, project leadership (i.e. principal, project manager), reporting responsibilities, and address how subcontractors will fit into the management structure. As a minimum, the principal in charge, project manager, and on-site superintendent(s), shall be designated (bidder shall specifically note if more than one of the listed roles is held by the same person). Other key personnel may also be designated.

Attach a project organization chart and indicate the name of the Project Manager in charge of the project. The project organization chart shall identify all subcontractors and the role/responsibility each will take in the performance of the Work.

Key personnel shall not be changed without written approval by ecomaine.
Identify the Project Manager/Superintendent proposed for this project
Provide a project organization chart

Project Execution Plan & Schedule
The bidder shall demonstrate an understanding of the generalized scope of services for the Work. The bidder shall set forth how they propose to accomplish this Work with minimum disruption of the working environment in the work area.

The Plan should include a proposed project schedule from contract signing to completion of the project.

- Provide a Project Execution Plan
- Provide a proposed Project Schedule

Quality Control System
Each Bidder shall submit a description of their methods and systems to meet the Quality Control requirements of the specifications.

- Provide a written description of the Quality Control System to be used for the project.

Compensation
The bidder shall provide firm pricing for the Work in accordance with the Bid Form A in the BID FORMS Section. Payment shall be based on the completion of each identified milestone as shown in the Milestone Payment Schedule. ecomaine will withhold 10% from each paid invoice, to be paid upon satisfactory completion of the entire Scope of Work as described in Section 13 of the General Terms & Conditions.

Bidders should note that BID FORM A submitted with this RFP, while providing separate price breakdown detail for certain items, represents their entire Lump Sum Bid for the Project.

The response to this RFP must be complete.

The lump sum price shall be inclusive of all taxes, duties, fees and charges of any kind that are imposed or will be imposed with respect to the Project.

The bidder’s proposal shall be “all inclusive” of any cost(s), rate(s) or taxes that may apply to this Work. Cost(s) or rate(s) not included, or made part of the proposal, will not be considered reimbursable for any Work performed.

By submitting a proposal, the bidder acknowledges and agrees that it has independently determined that the information supplied by ecomaine presents a feasible concept for the Project that can and shall be used as the basis for the completion of the Project, and
agrees that it shall have no right to seek additional compensation or a time extension, except as specifically permitted in the Contract.

The bidder further acknowledges and agrees that ecomaine shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost, expense or cause of action whatsoever suffered by the bidder, its employees, agents, officers or subcontractors or any other persons for whom the bidder may be legally or contractually responsible, by reason of any use of any information contained in the information supplied by ecomaine or any action or forbearance in reliance thereon, except as may be provided in the Contact.

- Provide the all-inclusive firm price using Bid Form A.

Milestone Payment Schedule
The bidder shall include a proposed milestone payment schedule (BID FORM B) such that each of the payment milestones reflects a measurable work activity that has been completed. Fractional percentage of completion of the project or a major work item will not be considered a valid payment milestone.

The Contractor shall report on Work progress and in a format acceptable to ecomaine. The frequency of reporting will depend on the duration and level of activity of the project, and will be established by the ecomaine at the time of project kickoff.

- Provide a proposed milestone payment schedule using Bid Form B

Time and Material Rates
Bidder shall provide billing rates for labor and equipment and markups to be applied to purchased materials and subcontracts for any Out of Scope work (BID FORM C).

- Provide Time and material billing rates on Bid Form C

Subcontractors and Subcontractor Services
Subcontractors that may perform any Work on this project must be approved in writing in advance by ecomaine which reserves the right, at its own discretion, to reject any Subcontractor.

Upon request, references supporting the subcontractor’s experience, qualifications and capabilities, including a financial statement shall be submitted to ecomaine.

List all subcontractors that are proposed to perform any portion of the Work (BID FORM D). For each sub-contractor, list the sub-contractor’s function on the project and the approximate percentage of the total project assigned to that sub-contractor.
• Provide a list of all subcontractors using Bid Form D

Exceptions
Any exceptions regarding the drawings, or contract documents submitted for bidding purposes should be included in bidder’s proposal (BID FORM E).

In the case of exceptions to the Services Agreement or Terms and Conditions, provide specific wording requested.

In the absence of defined exceptions, this proposal will be accepted as in total compliance therewith.

• Provide any technical or commercial exceptions using Bid Form E.

Addenda
The bidder’s proposal will recognize all Addenda (BID FORM F). Bidder shall tabulate all addenda received and thereby acknowledge inclusion in bidder’s proposal. No addenda will be issued prior to the mandatory pre-bid meeting. Following the pre-bid meeting, any addenda will be issued on the ecomaine web site, with email notification to each pre-bid meeting attendee.

• Acknowledge all addenda using Bid Form F.

Complete Proposal
A complete proposal shall consist of Bid Forms A through F and all supporting information and submittals listed above. Each section above includes one or more bulleted items at the end of the section. Submittal of all these items represents the bidder’s complete proposal.
BID FORMS

Bid Form A – Compensation

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Item Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Staging</td>
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<tr>
<td>2</td>
<td>Insulation</td>
<td></td>
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<tr>
<td>3</td>
<td>Materials</td>
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<td>4</td>
<td>Demo and Installation</td>
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<td>5</td>
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<td></td>
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<td>6</td>
<td></td>
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<tr>
<td>7</td>
<td>Miscellaneous (Please describe below)</td>
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</tr>
</tbody>
</table>

TOTAL FIXED PRICE

Cost of Payment and Performance Bond (Not to be included in Total Fixed Price)

See Section 29 in General Terms and Conditions for information on Performance Bond

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### Bid Form B – Milestone Payment Schedule

<table>
<thead>
<tr>
<th>Payment Milestone</th>
<th>Payment ($)</th>
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</table>

Add as many milestone lines as needed. Milestone payments shall be based on quantifiable and measurable milestones.
Bid Form C – Time and Material Rates

Insert labor, equipment and material rates and markups for Out of Scope work.
**Bid Form D – Sub-contractors**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Function</th>
<th>Approx. percentage of total</th>
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</thead>
<tbody>
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</table>
Bid Form E – Exceptions

List any exceptions to the technical or commercial documents. Exceptions to the commercial documents must provide specific substitute language. General exceptions will not be accepted.
**Bid Form F – Addenda**

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Description</th>
<th>Date Received</th>
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List all addenda received.
Bid Form G – Bidder Contact Information and Signature

In compliance with this Request for Proposal and to all conditions imposed herein, the undersigned offers and agrees to furnish the services and materials in accordance with the attached signed proposal. By signature hereto, the proponent certifies that all representations and certifications contained in its proposal are complete and accurate as required.

Company: __________________________________________
Address: __________________________________________
Contact Person: ______________________________________
Phone Number: (  ) ________________________________
Fax Number (  ) ________________________________
Email address: ______________________________________
Authorized Signature __________________________________
Name (Print): ______________________________________
Title ______________________________________________
ATTACHMENTS

Attachment 1 – SERVICE AGREEMENT & GENERAL TERMS AND CONDITIONS
Attachment 2 – Safety Information Worksheet
Attachment 3 – Technical Specification
Attachment 4 – Contractor Daily Sign In Sheet
Attachment 1 – Services Agreement & General Terms and Conditions to Agreement

Separately Attached
Attachment 2 – Safety Information Worksheet

Separately Attached
Attachment 3 – Technical Specification

General Site Conditions
1. Provide requirements for utilities and gases to be supplied by ecomaine. (Electric power, water, compressed air, etc.) Ecomaine will supply welding and cutting gases.

2. Provide requirements for lay down and storage areas. Designated areas must be approved by ecomaine contact person prior to commencement of project.

3. For Work during ecomaine annual outages: Contractor parking will be off site, crew will have walking access through the gate. Parking is allowed for one company vehicle at a time inside the gate. Parking is limited during off outage times. At no time is parking allowed in the area of the front entrance or in employee parking spaces.

4. Contractor to provide:
   1. Temporary office space / break area if needed
   2. Restroom / wash facilities
   3. Material handling equipment
   4. Proper storage for welding and cutting gas
   5. Employee parking

The Owner will designate the areas for the above. Delivery, size, quantity, location shall be preapproved prior to site delivery.

One week after award of project, the awarded contractor to supply:
   1. Detailed written final schedule, includes milestones, crew size, proposed shifts (# of shifts, shift duration, and start time).
   2. Work plan, including proposed lay down area,
   3. Risk assessment / safety plan for work.

Site Safety
All contractor personnel shall review ecomaine required Contractor Training, complete examination, and forward signed attestation and exam sheets to ecomaine contact person. Hard hat stickers will be issued to personnel that have successfully completed the training. Personnel without hard hat stickers affixed to their hard hat will not be allowed on site. Written site / work safety plan shall be reviewed with ecomaine contact person prior to the commencement of work. Plan shall include risk assessment, job safety analysis for Work, methods and procedures to mitigate / eliminate hazards identified in risk analysis, and means to ensure compliance. Show specific planned procedures for rigging / crane work. Provide completed copy of accident, near miss, and incident reports to ecomaine, immediately after occurrence of all incidents. Include adjustment, if appropriate, to safety plan.
Daily Work Plan
During all site work, the contractor shall conduct crew meeting prior to each shift. Discussions shall include scheduled work for the shift and job safety assessment for the work. Ecomaine may attend these meetings.

The contractor’s on site supervisor shall inform the ecomaine plant contact person of the day’s planned activities, and discuss safety in every aspect of the work. The ecomaine plant contact person shall inform the contractor of plant operations or activities that will impact the day’s planned activities. Construction activities that will affect plant operations or scheduled events shall be discussed at least 2 days in advance.

Schedule Changes and Daily Progress Reporting
Contractor shall report to their ecomaine contact person on a daily basis with updated progress, conformance to schedule, payment / schedule milestones, and 2 day (minimum) look ahead.

Contractor to issue daily personnel sign in sheets (Attachment 4) with complete list of employees on site, provide immediate updated list with all personnel changes.

Contractor will provide recovery plan for any change or delay in schedule. Plan to include means and methods to meet schedule dates. Changes to schedule are to be reported to ecomaine contact as soon as recognized. Contractor shall give advanced notice whenever possible of events that could or will impact schedule.

Change Notice
A written change notice for out of scope work is required to be submitted by contractor and approved by ecomaine prior to commencement of out of scope work. Change notice will include description of additional work – services and materials provided, fixed or T&M pricing cost (as directed by ecomaine), and impact to schedule. Costs in addition to original contract will not be recognized without approved and signed Change Notice.

Change Notices will be considered only for out of (original contracted) scope work.

Housekeeping
Contractor will maintain work site in orderly and neat condition at all times. At completion of project, site will be restored by Contractor to original condition or better.

The Work
Ecomaine wishes to replace corroded precipitator skin on the B precipitator during the maintenance outage scheduled for October 26th to November 7, 2015. Area for replacement starts at the hot roof area and extends 8 feet down on 3 sides of the precipitator – inlet side is excluded. As the skin is structural for the penthouse, sections shall be demoed and re-installed one sheet at a time. Contractor is responsible for staging and removal / re-installation of insulation. Include supplying and installing joint seal for roll joint at hot roof shown on DWG 24S-102 Detail 1-1. Demoed materials shall be disposed on site in ecomaine provided dumpsters.

All welds exposed to flue gas shall be seal welded, new plates shall be seal welded on the inside or backing strip used if welding is done from the outside. It is acceptable to leave a 1/8” backing strip in place after welding. New plates shall be 5/16” thick.
Structural shapes and plates shall be ASTM A36. Care shall be taken in the removal and temporary storage of siding to avoid damage. Siding shall be stored in a nearly vertical position under cover. Appearance of the facility is very important to ecomaine.

Schedule:
Mandatory Pre- Bid  August 26, 2015
Bid Due Date  September 18, 2015
Outage Begin Date  10/26/15
Fans Secured – Access to Fireside  10/27/15
Contractor Daily Sign In Sheet – Submit to ecomaine contact daily, and every staff change

Date / Time

<table>
<thead>
<tr>
<th>Personnel on Site</th>
<th>Contractor / Work Area</th>
<th>Supervisor</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
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