

Order 185-13/14

Passage: 7-0 (Hinck, Marshall absent) on 4/7/2014

Effective 4/17/2014

MICHAEL F. BRENNAN. (MAYOR)
KEVIN J. DONOGHUE (1)
DAVID A. MARSHALL (2)
EDWARD J. SUSLOVIC (3)
CHERYL A. LEEMAN (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

JOHN R. COYNE (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L).

**ORDER APPROVING MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT FOR PROPOSED IMPROVEMENTS TO
MARTIN'S POINT BRIDGE**

ORDERED, that the Maine Department of Transportation Municipal/State Agreement for Proposed Improvements to Martin's Point Bridge by and between the City of Portland and Maine Department of Transportation is hereby approved in substantially the form attached hereto as Attachment 1; and

BE IT FURTHER ORDERED, that the City Manager is authorized to execute the Municipal/State Agreement and any other related documents necessary or convenient to carry out the intent of said Agreement.

**MUNICIPAL/STATE
AGREEMENT
BETWEEN THE
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF PORTLAND
AND THE
TOWN OF FALMOUTH
REGARDING THE
INSTALLATION, OPERATION & MAINTENANCE
OF BRIDGE, HIGHWAY, AND PATH LIGHTING, AND A
BICYCLE/PEDESTRIAN PATH WITHIN THE PROJECT LIMITS
FOR
THE MARTIN'S POINT BRIDGE
OVER
PRESUMPSHOT RIVER
US ROUTE 1
UNDER
FEDERAL AID PROJECT NO. – BR -1673(100)X
PROJECT IDENTIFICATION NUMBER (PIN) – 16731.00**

This AGREEMENT is entered into by and between the STATE OF MAINE DEPARTMENT OF TRANSPORTATION (hereafter the **DEPARTMENT**) and the CITY OF PORTLAND and the TOWN OF FALMOUTH, municipal corporations located in the County of Cumberland (hereafter the **CITY and Town**) regarding the installation, operations and maintenance of bridge, highway, and path lighting (collectively, the “Lighting”), and a bicycle pedestrian path (the “Bicycle/Pedestrian Path”) under Federal Aid Project No. BR-1673/ (100) Project Identification Number 16731.00, (hereafter **PROJECT**) as follows:

A. OPERATION AND MAINTENANCE OF BRIDGE AND APPROACH LIGHTING.

- 1) The **DEPARTMENT** agrees to furnish and install the Lighting as part of the **PROJECT** in accordance with the plans and specifications developed for the **PROJECT** (collectively, the “Plans”), to which reference is hereby made for a more particular description thereof. The **DEPARTMENT** shall retain ownership of the Lighting and all equipment appurtenant thereto and agrees to be responsible for any repair or replacement necessary to correct any manufacturer’s defect or faulty workmanship therein during the warranty period unless agreed otherwise by the parties hereto.
- 2) The **CITY and Town** agrees to operate and maintain the Lighting from the Portland/Falmouth Town line to the end of the approach work within the City/Town limits installed under the

PROJECT in such a manner as is necessary to preserve the use and function thereof as designed and intended by the **PROJECT** as follows:

- a. The **CITY and Town shall** repair or correct all malfunctions and deficiencies in the Lighting expeditiously. Any failure to correct the Lighting to function as designed could, upon written notification from the **DEPARTMENT**, result in the **DEPARTMENT** making all necessary repairs at the **CITY's** expense.
- b. The **CITY and Town agrees** to be responsible for the electrical service for the Lighting and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service.
- c. The **CITY and Town shall** preserve and maintain the visibility of the Lighting at all times by removing all visual impairments thereto.
- d. The **CITY and Town shall** make no operational changes or modifications to the Lighting without the express written approval of the **DEPARTMENT**.
- e. The **CITY and Town shall** notify the **DEPARTMENT** in writing prior to any removal or replacement of the Lighting.

- f. The **CITY and Town agrees** to maintain the Lighting with equipment technology equal to or greater than what has been installed.
 - a.
 - b. The **CITY and Town agrees** to be responsible for the electrical service for the Bridge Lightning and agrees to execute any necessary documentation required to establish such service and provide any local permits necessary for the installation of such service. The City and Town further agrees to share in the operational expenses for the electrical service and operational costs for the Bridge Lighting Equipment.
 - c. The **CITY and Town agrees** to maintain all pavement markings and all traffic control signs as furnished under the project within the Bridge structure.

B. OPERATION AND MAINTENANCE OF BICYCLE / PEDESTRIAN PATH

- 1) The **DEPARTMENT** agrees to construct the sidewalk and Bicycle/Pedestrian Path for the **PROJECT** in accordance with the Plans.
- 2) **CITY and Town agree** to remove snow from all sidewalks and the Bicycle / Pedestrian path within the municipal limits, built on the bridge structure as part of this project.
- 3) The **CITY and Town** accepts all maintenance responsibility for the sidewalks and bicycle pedestrian paths not located on bridge structures. If at a point in the future the sidewalks or bicycle / pedestrian path require extension or other improvement, the **DEPARTMENT** will share in such cost in accordance with the policy in effect at that time.

C. TRAFFIC CONTROL PLAN

- 1) The **CITY and Town shall** implement and use a Traffic Control Plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) including a provision for **CITY** employees and/or contractors entering the State's right-of-way for long-term maintenance.

D. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

This Agreement imposes an obligation of good faith and fair dealing on all parties in the execution, performance, interpretation, and enforcement of the Agreement. With a positive commitment to honesty and integrity, the **CITY and Town** and the **DEPARTMENT** agree to function within all applicable laws, statutes, regulations, MUTCD, OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

The parties hereto agree to be bound by the terms and conditions of this Agreement and hereby execute this Agreement in duplicate effective on the day and date signed by the Department.

CITY OF PORTLAND

Witness: _____

DATE: _____

By: _____

Mark H. Rees
City Manager

Town of Falmouth

DATE: _____

By: _____

Nathan Poore
Town Manager

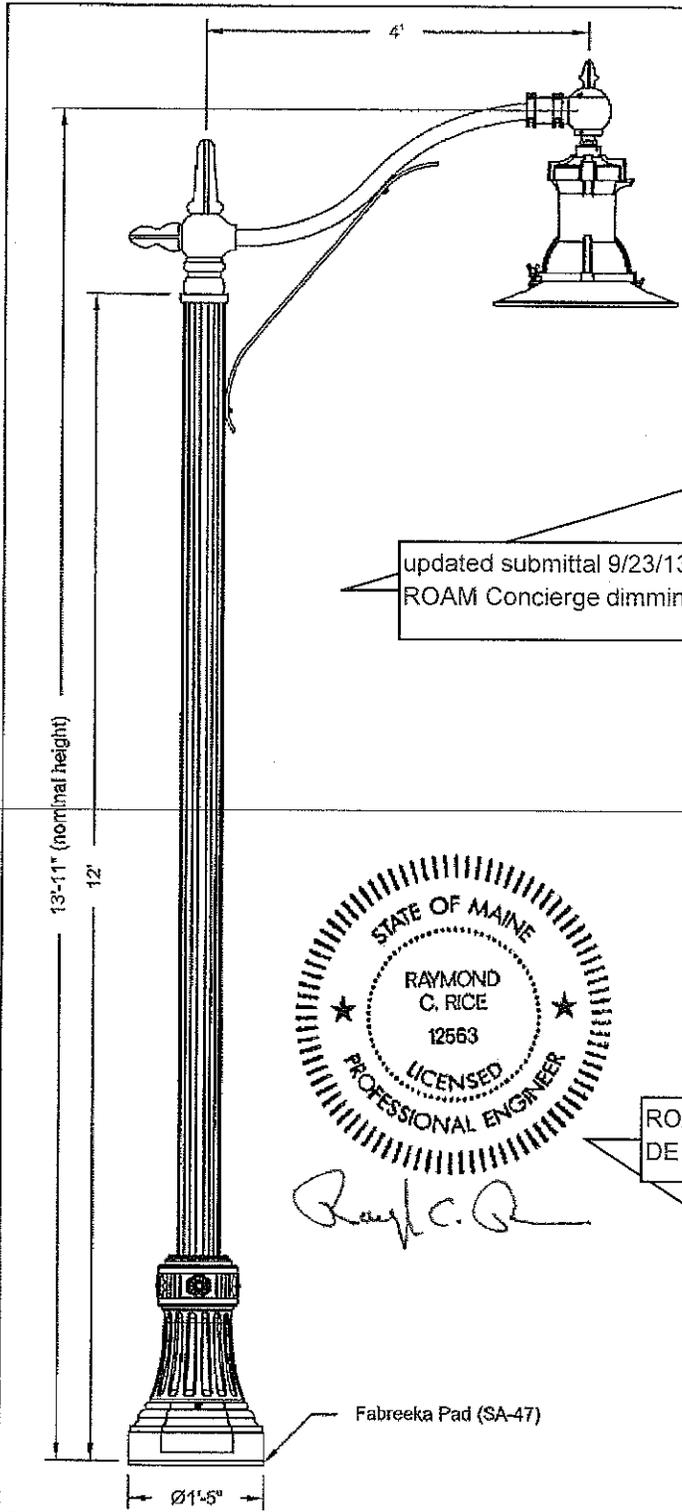
**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Witness: _____

DATE: _____

By: _____

Dale F. Doughty
Director, Maintenance & Operations



Specifications

POST DESCRIPTION
The lighting post shall be all aluminum construction consisting of a pole cap and a decorative fluted cast aluminum base. The post will be provided with a Fabreeka pad and washers.

MATERIALS
The base shall be heavy wall, cast aluminum produced from certified ASTM 356.1 Ingot per ASTM B-179-95a or ASTM B26-95. The shaft shall be extruded from aluminum, ASTM 6061 alloy. All hardware shall be tamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

DIMENSIONS
The post shall be 12'-0" in height with a 10" base.

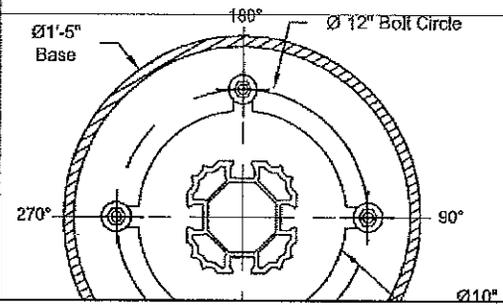
INSTALLATION
The post shall be provided with four, hot dip galvanized L-type anchor bolts to be installed on a 12" diameter bolt circle. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

FINISH
The entire assembly shall have a Holograph black finish.

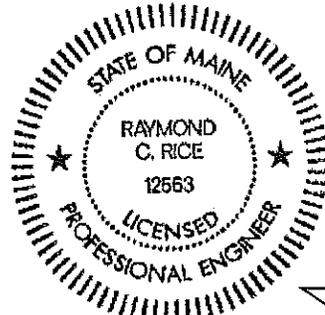
LUMINAIRE
- Esplanade Pedestrian LED
- 55W 700mA 4K CCT
- Auto-Sensing 120-277V
- Shallow Asymmetric Optics
- Deep Skirt, 0-10V Dimming
- Roomview Dimming Control
For complete specifications see LUM_ESPL.

updated submittal 9/23/13. Fixture to be supplied for ROAM Concierge dimming control

Anchorage Detail



ROAM Concierge catalog number- change the VE to DE (see luminaire spec sheet)



Raymond C. Rice

Catalog #'s:
ESPL0554KASB7DMDSVE - BHC48/CABKH - BHLF200RCABK - NYA12L5J17P08ABGBK - FABREEKA PAD AND WASHERS RFD151722

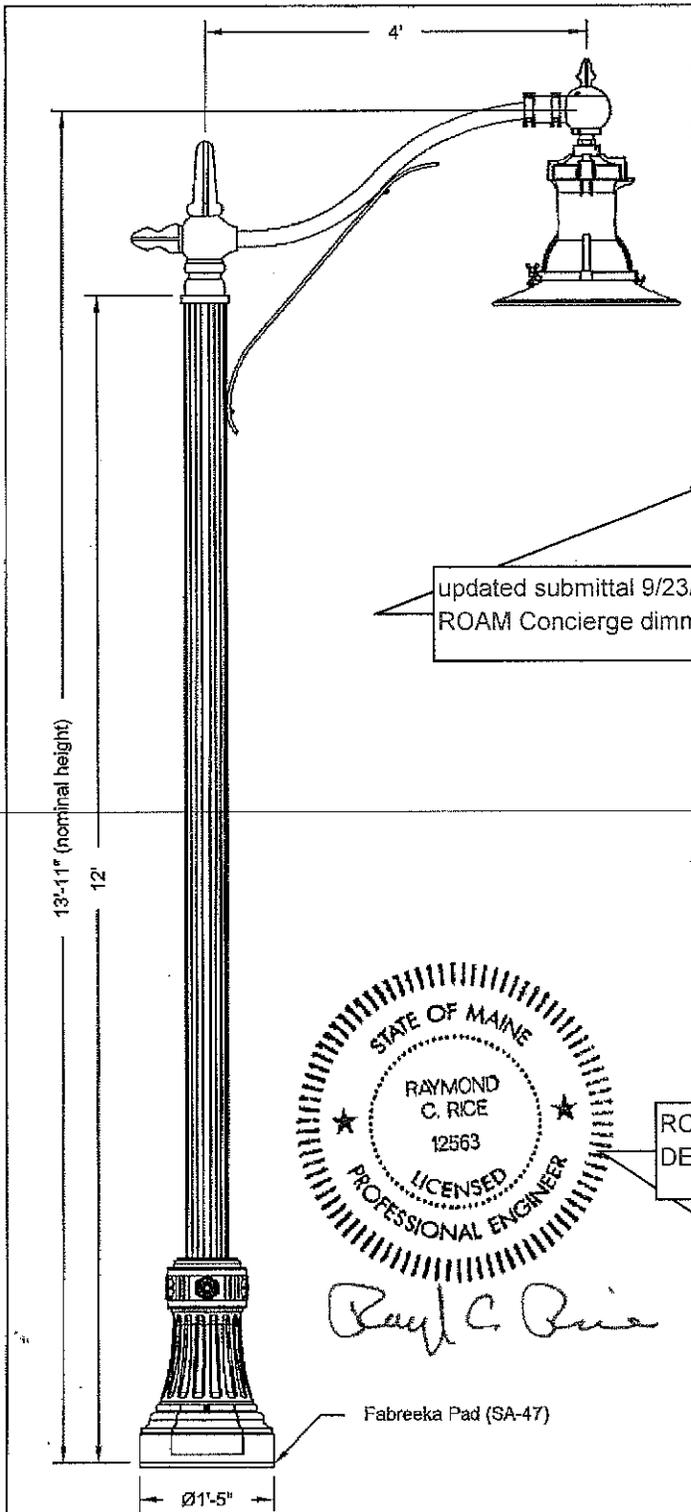
Customer Signature _____ Date _____



Martins Point Bridge Portland, Maine

ORDER #: 2066-11-10171-7	TYPE: Bridge	DRAWING #:
REVISION:	REVISION DATE:	TSG 007685
DRAWN: KRW	ORIGIN DATE: 6/12/13	PAGE: 1 of 2

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.



Specifications

POST DESCRIPTION
The lighting post shall be all aluminum construction consisting of a pole cap and a decorative fluted cast aluminum base. The post will be provided with a Fabreeka pad and washers.

MATERIALS
The base shall be heavy wall, cast aluminum produced from certified ASTM 366.1 (ingot per ASTM B-179-95a or ASTM B26-95). The shaft shall be extruded from aluminum, ASTM 6061 alloy. All hardware shall be temper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

DIMENSIONS
The post shall be 12'-0" in height with a Ø17" base.

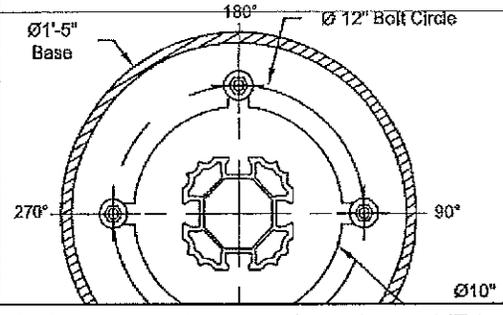
INSTALLATION
The post shall be provided with four, hot dip galvanized L-type anchor bolts to be installed on a 12" diameter bolt circle. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

FINISH
The entire assembly shall have a Holophane black finish.

LUMINAIRE
- Esplanade Pedestrian LED
- 55W 700mA 4K CCT
- Auto-Sensing 120-277V
- Shallow Asymmetric Optics
- Deep Skirt, 0-10V Dimming
- Roomview Dimming Control
For complete specifications see LUM_ESPL

updated submittal 9/23/13. Fixture to be supplied for ROAM Concierge dimming control

Anchorage Detail

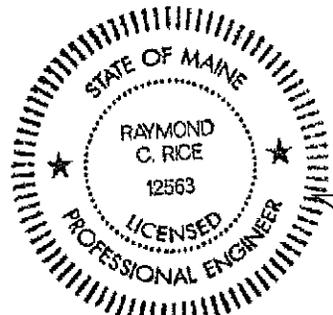


ROAM Concierge catalog number- change VE to DE (see luminaire spec sheet)

DO NOT USE TO SET ANCHOR BOLTS
CONTACT CUSTOMER SERVICE FOR TEMPLATE

Catalog #'s:
ESPL0654KASB7DMD5VE - BHC48/1CABKH - BHLF200RCABK -
NYA12L5J17P08ABGBK - FABREEKA PAD AND WASHERS
RFD151723

Customer Signature _____ Date _____



Raymond C. Rice

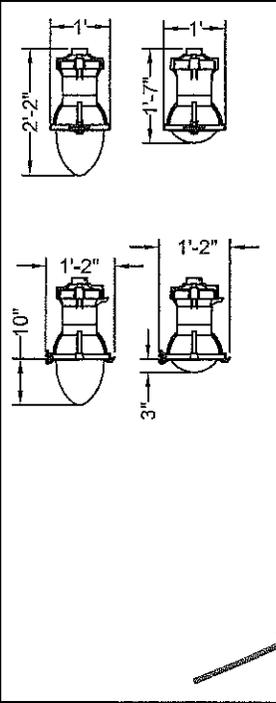
Fabreeka Pad (SA-47)



Martins Point Bridge Portland, Maine

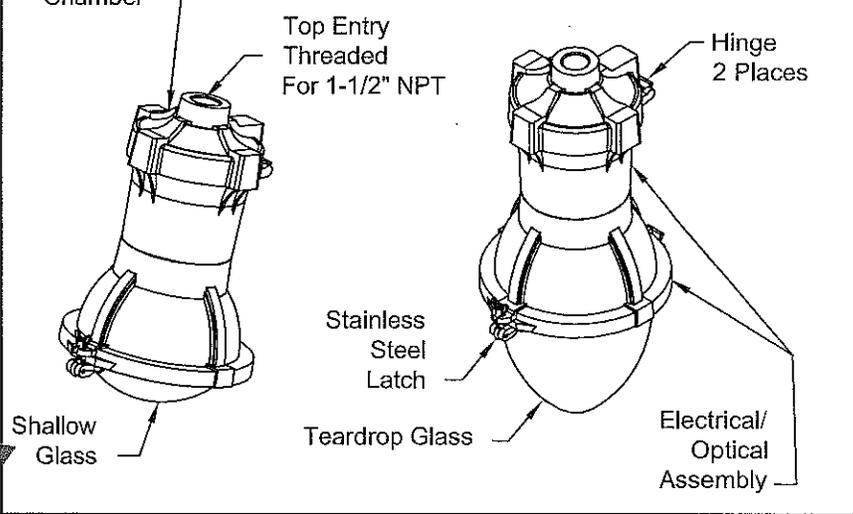
ORDER #: 2066-11-10171-7	TYPE: Off Bridge	DRAWING #:
REVISION:	REVISION DATE:	TSG007685
DRAWN: KRW	ORIGIN DATE: 6/12/13	PAGE: 2

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Maximum Effective Projected Area - 1.43 ft²
Maximum Weight - 39 lbs.

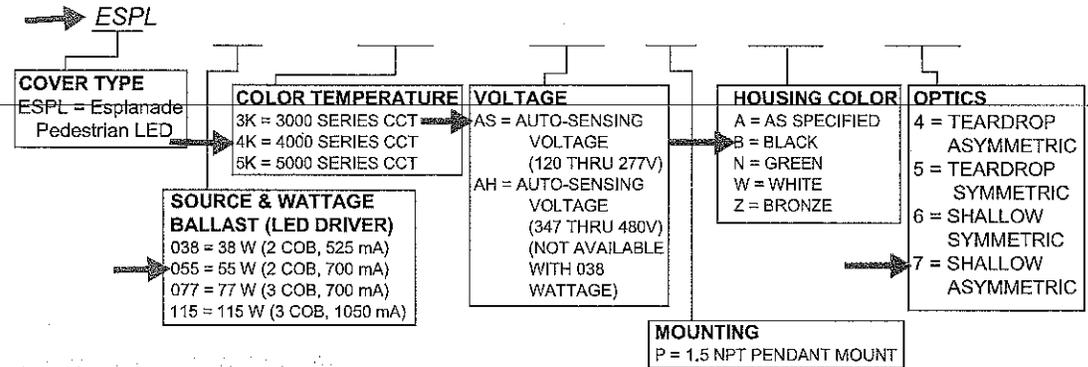
Martins Point Bridge
 MDOT
 Revised submittal 9/23/13 for ROAM
 Concierge Dimming Control



Esplanade[®]
Pedestrian LED

**DECORATIVE
 OUTDOOR**

ORDERING INFORMATION:



OPTIONS

- DS = DEEP SKIRT
- SS = SHORT SKIRT
- DM = 0-10V DIMMING (NOT AVAILABLE WITH 038 WATTAGE)
- PND = 0-10V PART-NIGHT DIMMING (NOT AVAILABLE WITH 038 WATTAGE OR AH VOLTAGE)
- DE = ROAM CONCIERGE DIMMING CONTROL (NOT AVAILABLE WITH 038 WATTAGE OR AH VOLTAGE)
- VE = ROAMVIEW DIMMING CONTROL (NOT AVAILABLE WITH 038 WATTAGE OR AH VOLTAGE)
- L1H = 1.5 FT. PREWIRED LEADS
- L03 = 3 FT. PREWIRED LEADS
- L10 = 10 FT. PREWIRED LEADS
- L20 = 20 FT. PREWIRED LEADS
- L25 = 25 FT. PREWIRED LEADS
- L30 = 30 FT. PREWIRED LEADS

- FOR TWIST-LOCK PHOTOCONTROL OPTIONS
 SEE DECORATIVE FITTERS**
- R = TWIST-LOCK PHOTOCONTROL RECEPTACLE
 - PCS = SOLID-STATE LIGHTING PHOTOCONTROL 120-277 VOLT (MUST BE USED WITH R OPTION)
 - P34 = TWISTLOCK PHOTOCONTROL 347 VOLT (MUST BE USED WITH R OPTION)
 - P48 = TWISTLOCK PHOTOCONTROL 480 VOLT (MUST BE USED WITH R OPTION)
 - PSC = SHORTING CAP (MUST BE USED WITH R OPTION)

ACCESSORIES

- SPDPLUGIN = REPLACEMENT SURGE PROTECTOR 120-277V
- SPDPLUGIN-48 = REPLACEMENT SURGE PROTECTOR 347-480V

HOLOPHANE[®]
 LEADER IN LIGHTING SOLUTIONS
 An Acuity Brands Company

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE AND EXHAUSTIVE SPECIFICATION FOR THE PRODUCT DESCRIBED ON THE ORDER NOTED ABOVE. A LIST OF SIMILAR DESIGNATIONS MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. HOLOPHANE AND/OR SOLITE LIGHTING PRODUCTS WILL BE PROVIDED AS PART OF THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

NOTE
 Actual performance may differ as a result of end-user environment and application.
 Actual wattage may differ by +/- 8% at operating temperature.
 347-480V version wattage may differ by +/- 10% at operating temperature.
 Specification subject to change without notice.

ORDER #: _____
 TYPE: _____
 DRAWN: JRM
 DATE: 5/2/13
 DWG NO: LUM_ESPL

1 of 2

Specifications

DESCRIPTION

The Esplanade Pedestrian luminaire is styled to replicate the "teardrop" luminaires that lighted boulevards in the first half of this century. Designed for light control and ease of installation and maintenance, the Esplanade Pedestrian has a precision optical system for true street lighting performance.

WIRING CHAMBER

The wiring chamber has a 1-1/2 inch NPT threaded entry for pendant mounting. A stainless steel set screw locks the unit in position. A three station terminal block will accept #16 through #8 wires and is prewired to one half of the plug assembly that connects to the removable electrical module.

ELECTRICAL / REFLECTOR ASSEMBLY

The unitized electrical assembly, composed of the electronic driver, surge protection device, and other selected components is mounted on a removable tray. The assembly is easily accessible by loosening the optical wing nut and opening the optical door. The disconnect plug connect the driver to the terminal block located in the upper housing wiring chamber. On the underside of the electrical assembly facing downward is the LED module, which is sealed to the door assembly cradling the glass lens.

LED MODULE / REFRACTOR DOOR ASSEMBLY

The cast aluminum door cradles a teardrop or shallow prismatic, thermal resistant borosilicate glass refractor that controls the light to provide the desired asymmetric or symmetric distribution. The refractor (and optional decorative skirts) hinges form the main electrical housing and is latched by a corrosion resistant, captive, wing nut assembly. There are two or three COB (Chip on Board) LED's (dependent upon wattage package desired) mounted to an aluminum heatsink for optimum thermal operating characteristics. The LED's are covered and sealed by individual borosilicate glass lens', designed to provide the appropriate asymmetric or symmetric distribution in conjunction with the main teardrop or shallow refractor.

DRIVER

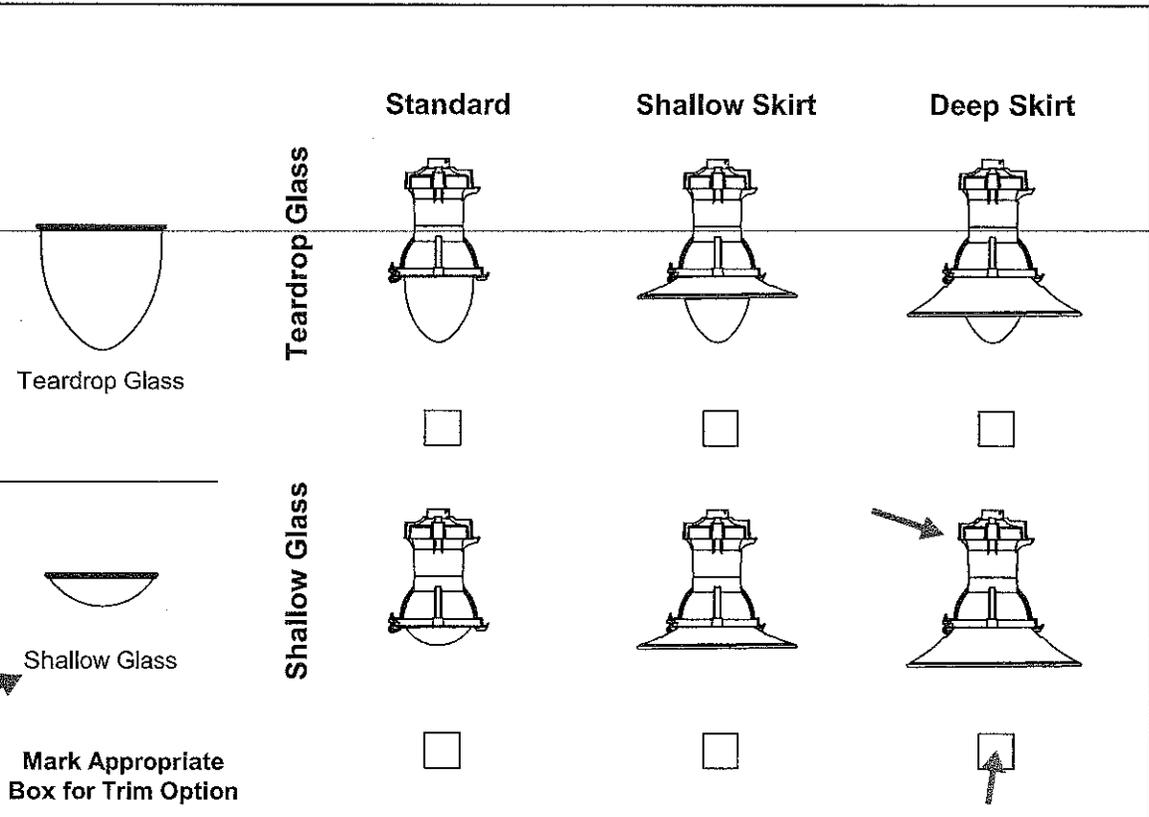
See driver specification sheet for operating details.

FINISH / MATERIAL

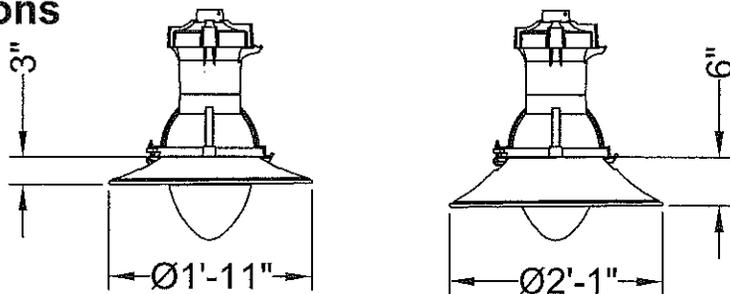
The luminaire is finished with polyester powder paint to insure maximum durability. All castings utilize low copper aluminum for maximum corrosion resistance and all exposed hardware is stainless steel.

CSA LISTING

CSA listing suitable for wet locations up to 30 degree C for the 115W version and 40 degree C for the 38W, 55W, and 77W versions.



Skirt Dimensions



Esplanade[®]
Pedestrian LED

DECORATIVE
OUTDOOR

HOLOPHANE[®]
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE DRAWING FOR THE MANUFACTURE OF THE LUMINAIRE. THE ORDER NOTED ABOVE, A SET OF SUCH AS DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON FILE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

ORDER #:	
TYPE:	
DRAWN:	JRM
DATE:	5/21/13
DWG NO:	LUM_ESPL