

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Maintenance, Repair, and Refurbishment of Maine State Ferry Service Vessels

Contractor _____

The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed,
- c) the unit price/lump sum price is unreadable.

Do not make handwritten changes to the bid documents.

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. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

Bidders are required to bid all Items.

SCHEDULE OF ITEMS

Item #	Description	
1	Dry-Docking – Work associated with furnishing a facility to remove the vessel from the water for inspection and/or repair and returning it to the water (see Special Provision)	\$_____/EA
2	Labor rate - straight time up to 8 hours per weekday, except State Holidays as defined in Appendix B	\$_____/HR
3	Labor rate - time and one half after 40 hours per week	\$_____/HR
4	Labor rate - double time – Holidays as defined in Appendix B	\$_____/HR

Item #	Description	% mark up of invoice price
5	Parts & Materials charges – Inventory Items and Stock Items	33%
6	Subcontractor work and outside purchases	15%

(Print Respondent's Name and Title)

Signature

Date

Contract Administrator The contract administrator for this contract will be:

Name: Mark Higgins
Title: Maine State Ferry Service Manager
Address: Maine State Ferry Service
P. O. Box 645
Rockland, Maine 04841-0645

Scope and Specifications of Work to be Performed

Contract is for maintenance and repair of Maine State Ferry Service vessels. This work will include routine maintenance, emergency repairs, and normal vessel repair and refurbishment as directed by the contract administrator.

Work will include but is not limited to welding repairs by certified welders, paint and sandblast of vessels, cleaning and preserving tanks, plumbing repairs, electrical repairs, mechanical repairs to machinery, pumps, and motors, and working with owner's representative and USCG to accomplish inspections as required by code of federal regulations.

Dry-docking of vessels for repair, inspection and maintenance of underwater portions of hulls. Propeller and shaft replacement and repair as required.

The procurement of materials and equipment to support above repairs will be done in a timely manner to accomplish non-interrupted work schedules.

Dockside repairs may also be required at MSFS facilities in the towns of Swan's Island, , Bass Harbor (Tremont), Rockland, Vinalhaven, North Haven, Lincolnville, and Islesboro.

Materials Obtained and Stored

Acting upon a request from the Contractor and accompanied by Receipted bills, the Department will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department.

Assignment Letters

The dollar amount of this Contract is in no way a guarantee that the Department will Assign Work for any or all of the total amount. Labor rates will be paid at hourly prices and Materials will be paid at rates stated in Appendix A, Schedule of Items.

As Work arises, the Department will notify Contractor of the Assignment, the nature of the Work, and any time constraints, following the process defined in Special Provision 103 of this contract. Work will be performed as agreed upon for each assignment. The Contractor shall be paid by the hour for each hour Work is performed. The total amount of hours will be rounded off to the nearest $\frac{1}{4}$ hour. The Work described in this letter will become part of the Contract.

Insurance

The Contractor shall supply proof of insurance as detailed in Appendix B – Insurance before this Contract will be signed by the Department.

Invoices, Price and Payment:

The contract amount will be determined by the actual work performed by the Contractor and authorized by the Department. The contract is for time and material and will be based upon the hourly man hour rates stated in Appendix A. Materials will be invoice plus

mark up as stated in Appendix A for all materials purchased. Invoices shall be submitted by the Contractor to the Department for payment. The Contractor shall submit an itemized bill for work accomplished at the completion of the project. Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates of Service
Quantity of Items

Partial payment against letters of assignment may be made upon mutual agreement between the Contractor and the Department .

Method of Measurement

The Contractor shall be paid by the hour for each hour Work is performed and for time they travel to or from the project site to provide services to the Department. The total amount of hours will be rounded off to the nearest ¼ hour. Travel among the islands serviced by MSFS from Rockland may be required. If overnight lodging is required and approved by the Department, Lodging & Meal Expenses shall be reimbursed at Department diem rates.

Maintenance and Repair work will be measured for payment by the actual hours used to perform the work and the for the total cost of parts and materials needed to complete the maintenance and or repair. Waste and unauthorized use of the material will be deducted from the final quantity amount.

Basis of Payment The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator in the Rockland Ferry Service Office, for services at the completion of the work and acceptance of the work.

The accepted quantity of Labor will be paid for at the contract unit price for the appropriate type of service performed. Authorized Parts and Materials required to complete the maintenance and or repair shall be itemized and invoiced as stated in Appendix A. The total man hours at the bid rates along with all parts and materials with appropriate mark-up complete and accepted, shall be full compensation for furnishing all labor, parts and materials necessary to perform the maintenance and or repairs on the ferry vessels; under the contract items.