

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

Bidder is required to bid all Items.

Fleet Services Augusta & Region 2
Fleet Bridge Crane & Hoist Inspections & Repair Work
October 29, 2019

Item Description	Estimated Quantities & Units	Unit Price	Bid Amount \$/Per Line Item
Annual Inspection per ANSI Standard – 4 and 5 Ton Bridge Crane with 2 Hoists (per unit)	12 each	Unit Price for Each Inspection/Test \$ _____	\$ _____
Annual Inspection per ANSI Standard – 1 Ton Bridge Crane with 1 Hoist (per unit)	4 each	Unit Price for Each Inspection/Test \$ _____	\$ _____
Annual Inspection per ANSI Standard – Chain Slings (per unit)	107 each	Unit Price for Each Inspection/Test \$ _____	\$ _____
Annual Inspection per ANSI Standard – Synthetic Slings (per unit)	58 each	Unit Price for Each Inspection/Test \$ _____	\$ _____
Annual Inspection – ½ ton Jib	1 each	Unit Price for Each Inspection/Test \$ _____	\$ _____
Hourly travel rate – hours from your facility to 66 Industrial Drive for a service/repair call & return.	Enter # of travel hours 1 way _____	Hourly Travel Rate \$ _____	Est.12 trips-multiply total travel hours by hourly rate = \$ _____
Mileage charge per round trip visit – miles from your facility to 66 Industrial Dr, Augusta for a service/repair call & return	Enter # of round trip miles _____	Price Per Mile \$ _____	Est.12 trips-multiply total travel hours by hourly rate = \$ _____
Hourly Labor rate for repair work (time spent at DOT facility)	40 hours	Hourly Labor Rate \$ _____	\$ _____
TOTAL BID for all Items			\$ _____

Signature

Date

- Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

(Print Bidder's Name and Title)

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

See bid instructions on page three of the bid book.

Contract Administrator The Contract Administrator for this contract will be:

Mike Colson, Heavy Equipment Supervisor
MaineDOT, Fleet Services
State House Station #26
66 Industrial Drive
Augusta, ME 04333-0026

Tel#: (207) 624-8207
Email: Mike.Colson@maine.gov

The Contractor shall contact the Contract Administrator, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

Contractor Requirements

- Work shall be performed by skilled technician, qualified with prior bridge crane & hoist inspection experience.
- The Contractor shall have the necessary personnel and equipment mobilized and be on site within 6 hours or less when MaineDOT has determined repair Work is needed.
- The Contractor shall provide and maintain a current contact list with phone numbers and e-mail addresses in order to be contacted 24 hours a day, 7 days a week for emergency repairs.
- The Contractor shall work effectively with minimum supervision.
- The Contractor shall adhere to of all national and local Codes, Industry Standards and OSHA requirements and have the knowledge to do so.
- The Contractor shall provide all tools and equipment, including man lifts and ladders, needed to perform required Work.
- The Contractor shall provide reliable transportation for employees to and from job site. Vehicle shall carry all tools, supplies, and equipment needed for job duties.
- The Contractor shall comply with established safety guidelines and procedures and provide all Personal Protective Equipment needed to perform job duties.

Contract Time

The Contractor shall be allowed to commence work on or after the execution date.

Inspections shall be performed between September 1st and September 30th, of each contracted year. Work shall be scheduled and coordinated prior to this date with the Contract Administrator.

Repair Services – Contractor will be notified by Contract Administrator or Representative when repair Work is needed.

Scope and Specifications of Work to be Performed

Annual Inspections - shall be completed on the structural, mechanical and electrical components to check compliance with current codes and identify items requiring maintenance and service. Minor adjustments and repairs including brake adjustments and hoist chain lubricants shall be performed. Inspections are to include labor, equipment, materials, parts, supplies, and other incidentals necessary to perform the Work.

1. Contractor shall perform annual bridge crane, hoist and jib inspections in accordance with the following criteria:
 - Inspections shall be performed all at the same date at the MDOT Fleet facility located in Augusta and Region 2.
 - Chain and Sling inspections shall be done at Fleet Services concurrent with the crane inspections.
 - Inspections shall be performed in accordance with ANSI requirements.
 - Inspections shall meet requirements and comply with OSHA CFR 29, Part 1910.79, National Electric Code, and CMAA specifications.
 - Contractor shall provide annual Inspection reports and picture(s) of all defects to the Department with written report of all notable, visible deficiencies and recommendations and corrections.
 - Certificates shall be submitted upon completion of inspections.
 - Questions regarding repairs that may result in unit(s) failing or being placed in an “Out of service” status shall be directed to the Contract Administrator.
 - Inspections shall be performed between September 1st and September 31st each year.
 - Inspections shall be performed in accordance with the crane manufacturer’s specifications.
 - The Contractor shall provide all tools, parts and equipment to perform and complete the Work.
2. Repair Work
 - Repair Work shall be on an as needed basis.
 - Repair Work shall include work not included or performed during annual inspection, but may include work discovered, recommended and approved during inspection time. Work shall be approved by Contract Administrator prior to being performed.
 - Parts used for repairs shall be manufacturer original or recommended.
3. Service reports: Service reports stating date, time, technician’s name, work completed, location of unit, unit type and noting any obvious problems or recommendations for repairs shall be

completed with one copy submitted to the Contract Administrator. Completed service shall be approved and reports signed by the Department before processed for payment.

Bridge Crane, Hoists & Jib Inspection location

All bridges cranes and equipment requiring inspections shall be performed at MaineDOT Fleet Services Facilities in Augusta and Region 2. All inspections shall be performed at the same time during the time frame specified in the Contract. The list of equipment and quantities are listed in the “Schedule of Items”.

Allowable Work Times

The Department will furnish inspection schedules following award. The inspection schedules will have a primary date and secondary dates for above location. Contractor shall be responsible for performing the inspections within the contracted time. The Contractor shall perform work only during regular business hours Monday through Friday, 7:00AM through 4:00 PM except for they may not work on holidays as defined in Appendix B, or government closure days, unless an emergency repair is requested by the Department outside of these.

Measurement and Payment

Assigned work shall be performed at the bid rates as stated in the “Schedule of Items”. Any item not contained in this “Schedule of Items” will be decided and agreed upon between the MaineDOT and the Contractor in accordance with the terms of this Contract.

Annual Inspections and Service Work will be paid for at the contract unit price, performed and accepted. Payment will be full compensation for supervision, labor, equipment, materials, parts, supplies, and other incidentals necessary to perform the Work. When performing annual inspections, travel and mileage is incidental and will not be measured for payment.

The Contractor will be paid for approved and accepted Repair Work by the hour for each hour Repair Work is performed at the contract unit price per hour. Overtime, time worked outside of regular business hours, will be paid at the contract unit price per hour at time and ½. Sundays and Holidays will be paid at the contract unit price per hour at double time.

For the purpose of billing the Contractor shall begin billing their Work time from the time they arrive at 66 Industrial Drive, Augusta, until the Contractor has left the job site. The total amount of hours will be rounded off to the nearest ¼ hour.

Travel time will be measured by time spent getting to 66 Industrial Drive and the number of hours will be rounded off to the nearest ¼ hour.

The Contractor shall not begin performing any additional work beyond the scope and requirements listed in the Assignment and Appendix A, without first obtaining written approval from the Department. In the event of additional work, the Contractor shall present a written proposal to perform

the additional work to the Department. The proposal shall provide justification for the necessity of the additional work and estimated cost of parts, material and labor.

Payment for replacement parts for repair work will be the actual documented cost (invoice cost from the manufacturer) plus an additional mark-up of 15%. The cost associated with the replacement part(s) shall not include installation. Installation cost will be paid for at the appropriate hourly labor rate bid price. Payment for the shipping and handling of replacement parts associated for Additional Work will be the actual documented cost (invoice cost from the manufacturer) with no mark-up allowed. **Miscellaneous items and materials such as rags, gloves, cleaning chemicals shall not be billed separately, but shall be considered incidental to related items.** The Department reserves the right to require the Contractor to obtain competitive quotes for parts, were applicable.

Invoices and Payments

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 Augusta Maine Department of Transportation Fleet Services Office, for services monthly and acceptance of the finished material. 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.

Default and Termination

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 assure the timely Completion of the Work,
- 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. (optional) Discontinues the prosecution of the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

- 1st Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.
- 2nd Incident: The Department will issue a written warning.
- 3rd Incident: 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.

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.