

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.

Bidders are required to bid all Items and perform Work at all locations.

Item Description	Estimated Quantities & Units	Unit Price for Each Inspection/Test	Unit Price Each Round Trip	Bid Amount
Annual Crane Inspections per ANSI Standard (per unit)	17	\$		\$
Dielectric Test per ANSI Standard (per unit)	2	\$		\$
Travel Charges for 1 Round Trip to Scarborough and back from the Contractor's facility	1		\$	\$
Travel Charges for 1 Round Trip to Augusta and back from the Contractor's facility	1		\$	\$
Travel Charges for 1 Round Trip to Bangor and back from the Contractor's facility	1		\$	\$
TOTAL BID for all Items				\$

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder 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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature _____ *Date*

 (Print Bidder's Name and Title)

2022 Crane Inspections

If unable to contact the name listed, please contact Dan Rolfe (207) 441-3291

Scarborough MaineDOT Fleet Services, 61 Pleasant Hill Road: Dave Larrivee (207) 441-3291

<u>TRUCK</u>	<u>Lift Model</u>	<u>Tec Spec #</u>	<u>Lift Model</u>	<u>Make</u>	<u>Serial #</u>	<u>Type of Service</u>
T07-076	6x4 Crane Truck	VOLCR08	IMT 17/117	17/117SLK4	1060318	Inspection
T07-110	AUGER / BUCKET	FORAUG5512	Versalift #5042			Inspection
T07-072	Venturo Electric Crane	NA	Venturo CT2004FB	Venturo	22977	Inspection
T28-251	Genie Man Lift	N/A	TZ-50 Hybrid	Terex	5D8AA2310F	Inspection

Augusta MaineDOT Fleet Services, 66 Industrial Drive: Ben Loiko (207) 592-0232

<u>TRUCK</u>	<u>Lift Model</u>	<u>Tec Spec #</u>	<u>Lift Model</u>	<u>Make</u>	<u>Serial #</u>	<u>Type of Service</u>
T07-120	Auger/Crane		Elliot 2695	Elliot	00-6225	Inspection
T07-106	BOOM/CRANE	VOLCR06	MT16/117K3	IMT	861125	Inspection
T07-117	Digger -Derrick		Hercules 5042	UTV	H5042-1512-C-419	Inspection
T07-121	Digger -Derrick	FORF5H18	Hercules 5042	UTV	H5042-1810-C-508	Inspection
T07-123	Bucket	FORSRV12	Versalift V029I		BE9911	Inspection and Dielectric Test
T07-033	1T REG CAB BUCKET	FOR5510	VTLI46A	SKY TEL	VTLI31944	Inspection and Dielectric Test
T07-077	6x4 CRANE TRUCK	VOLCR10	IMT42/269	42-269	360887	Inspection

Bangor MaineDOT Fleet Services, 185 Hogan Road: Wade Copitts (207) 557-1378

<u>TRUCK</u>	<u>Lift Model</u>	<u>Tec Spec #</u>	<u>Lift Model</u>	<u>Make</u>	<u>Serial #</u>	<u>Type of Service</u>
T01-161	BOOM/CRANE	STECRN04	National N205	N205	35581	Inspection
T01-162	BOOM/CRANE	STECRN04	IMT 3251235K	IMT	350392	Inspection
T07-122	Digger -Derrick	FORF5H18	Hercules 5042	UTV	H5042-1810-C-508	Inspection
T07-107	6x4 Crane Truck	VOLCR06	MT16/117K3	IMT	861126	Inspection
T07-111	AUGER / BUCKET	FORAUG5512	Versalift #5042			Inspection
T07-030	Venturo Electric Crane	NA	206WRELLS	Venturo	V642W87	Inspection

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.

Contract Administrator The Contract Administrator for this contract will be:

Dan Rolfe, Transportation Operations Manager
MaineDOT, Fleet Services
State House Station #26
66 Industrial Drive, Augusta, ME 04333-0026
Tel. # (207)624-8259
Email: Daniel.rolfe@maine.gov

The Contract Coordinator shall coordinate the Work with the Contractor.

Contract Coordinator:

Loren Niemi
MaineDOT, Fleet Services
State House Station #26
66 Industrial Drive, Augusta, ME 04333-0026
Tel. # (207)624-8260/Cell # (207)441-0168
Email: Loren.j.niemi@maine.gov

The Contractor shall submit invoices to the Contract Administrator as described in this contract.

Scope and Specifications of Work to be Performed

Contractor shall perform annual crane inspections and dielectric tests in accordance with the following criteria:

- Inspection to be performed at the 3 sites listed under “Vehicle Inspection Location”.
- Inspection shall be performed in accordance with ANSI requirements.
- Contractor shall be qualified person with prior crane inspection experience.
- 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.
- Install annual inspection decal.
- Dielectric test must be performed for aerial trucks.
- The dielectric test decals must be installed by the Contractor.
- 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 start May 1st.
- Inspections shall be completed by June 30th.
- Inspections shall comply with applicable regulations, safety codes and standards for the type of crane.
- Inspections shall be performed in accordance with the crane manufacturer’s specifications.

Vehicle Inspection location

All vehicles requiring inspections will be brought to 3 locations to perform inspections. The list of equipment is attached to Appendix A stating what the equipment is and the type of inspections required.

- **Scarborough:** MDOT Fleet Services, 61 Pleasant Hill Road, Scarborough, Maine 04074.
4 Inspections.
- **Augusta:** MDOT Fleet Services, 66 Industrial Drive, Augusta, Maine 04330.
5 Inspections and 2 Dielectric tests. The equipment will be brought from Augusta Fleet, Augusta Traffic, Mid-Coast and Western Dixfield areas.
- **Bangor:** MDOT Fleet Services, 185 Hogan Rd. Bangor, Maine 04401
6 Inspections. The equipment will be brought from Eastern and Northern areas.

Effort will be made to have all equipment needing inspection and testing be brought to the scheduled location all on the same day. This does not guarantee that and may require the Contractor to return to the location on another day to complete the remaining Work.

Method of Payment

The Inspections and Dielectric Tests will be measured by each unit, tested and accepted.

Round trips will be measured by each trip to the MaineDOT Facility from the Contractor's facility and return. Each round trip will be paid at bid price. Additional fuel and truck charges will not be paid but considered incidental to the Contract.

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 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.

Allowable Work Times The Department will coordinate with the Contractor to finalize inspection schedules following award. The inspection schedules will have a primary date and secondary dates for above location. The Contractor shall perform the inspections within the contracted time. The Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B.

Changes: The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual Work authorized and performed at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

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 scheduled and in the timeline 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. Continues to perform Work after the Department directs that Work be stopped,
- G. 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 14 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.

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:

“Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

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 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.”

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".

102.11.1 Non-curable Bid Defects Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

“The unit price and bid amount is not provided if (1) the item quantity is not one or lump sum or, (2) the lump sum contract price is not provided or, (3) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.

All other Defects that do not create a significant question as to the Bidder’s total Bid amount or the Bidder’s ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

“If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department.”

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.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

“The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.

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.”

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section 109.1.2.