Statement of Work (Standard Contracts)

EJMT Boiler Preventative Maintenance, Repairs, and Replacement Services

1. Definitions

The following terms used in this Exhibit are defined as follows:'

A. EJMT – Eisenhower Johnson Memorial Tunnel

B. Callback - a "Callback" is defined as a failure due to a technician's inability, negligence or lack of knowledge to perform services.

Any references to defined terms that are not specifically defined above shall have the same meaning as those set forth in the Contract and its other Exhibits.

2. Contract Overview

A. Background

i. The Colorado Department of Transportation (CDOT) is conducting a competitive procurement to award a Services Agreement for preventative maintenance, repair, and replacement services for the Eisenhower Memorial Johnson Tunnel Boiler System.

B. Objectives

i. Contractor must provide preventive maintenance, repair, and replacement services for the six (6) Boilers located at the CDOT Eisenhower-Johnson Memorial Tunnel Facility in Dillion, Colorado.

ii. Contractor must provide all labor, materials, equipment, tools and transportation required to perform these services. All boiler repair work and maintenance shall follow the manufacturer's recommendations.

3. Work Requirements

Contractor shall perform the following Services for the State:

A. Contractor must perform a monthly preventative maintenance inspection, all annual maintenance per the manufacturers guidelines, and any repairs services required on the boiler systems.

B. Contractor must provide replacement parts for boilers within seventy-two (72) hours from the date and time of notification by CDOT. The Project Manager must approve exceptions to this.

C. Contractor must purchase and provide all manufacturer replacement parts for each model of boiler. After-market parts are not to be used unless approved by the Project Manager.

D. All maintenance, repair, and replacement work must comply with the applicable rules and regulations of the Colorado Division of Oil And Public Safety (OPS Boiler Inspection Program).

E. Contractors must give 24 hours notice to the Project Manager before they are coming up, unless it is an emergency.

4. Deliverables

A. Contractor must provide hourly pricing for service technicians, percentage over cost of materials, and percentage over MSRP (Manufacturer's Suggested Retail Price) for replacement boilers. listed on Appendix B – Pricing Sheet.

B. Contractor must provide the following Services and Materials to the State:

i. All major and minor boiler repairs, including, but not limited to, the following: diagnostic, rebuilds, overalls, teardowns, retrofits, re-tubes and replacements.

ii. Annual maintenance performance per the manufacturer's guidelines for each boiler.

iii. Removal and disposal of all trash and oil from floors when job is completed for the day.

iv. Appropriate off-site disposal of used parts and trash.

v. Reporting any observed equipment deficiencies to the Project Manager on the same day that they have been observed.

C. Contractor must provide all labor, materials, equipment, tools and transportation required to perform these services. All boiler repair work and maintenance must follow the manufacturer’s recommendations.

D. Contractor is to perform Callback Service at no additional cost to CDOT, regardless of whether the work is performed during normal working hours or after hours. Contractor shall maintain a complete, orderly written report of all Callbacks. These "Callback Reports" shall indicate the time, date, name of personnel, problems reported and corrective measures taken to complete or repair all problems. A consolidated Callback Report is to be furnished to CDOT as soon as the service is provided.

E. Any unacceptable work or work not in accordance with the Contract, discovered by the Project Manager, that is not remedied by the Contractor, shall not be deemed an acceptance thereof, nor a waiver, of CDOT's right to full performance of the contract.

F. Contractor shall be held to have examined all properties at which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work,

including elements subject to damage or movement during the performance of services under this Contract.

G. Contractor shall adequately protect the work, CDOT's property, and the public. In the event of damage to facilities because of Contractor's operations, Contractor shall take immediate steps to notify the Project Manager and subsequently repair or restore all services to the satisfactory approval of the Project Manager. Further, Contractor shall engage any additional outside services, which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. The Project Manager may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on CDOT property.

5. Personnel Requirements

A. Contractor must provide fully trained and qualified personnel with the necessary level of expertise to perform the Work required under this Contract.

B. Contractor must work cooperatively with State staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The State may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the State's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.

C. Contractor must provide qualified key personnel as necessary to perform the Work throughout the term of the Contract. Contractor shall provide the State with a final list of all key personnel assigned to the Contract and appropriate contact information for those individuals. Contractor shall not voluntarily change individuals in key personnel positions without the prior written approval of the State. Contractor shall supply the State with the name, resume, and references for any proposed replacement whenever there is a change to key personnel. Any individual replacing key personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by the State. Contractor shall designate qualified people to hold the following key personnel position(s):

i. Contract Manager

D. Contractor must abide by all procedures and rules as conveyed by the Project Manager regarding security requirements of the property where work is to be

performed. Contractor employees must wear either uniforms or appropriate clothing identifying them as employees of the Contractor at all times when working in CDOT facilities. Shorts and/or muscle shirts shall not be worn at any time. Contractor personnel must have a CDOT supplied identification badge visible at all times when working in CDOT facilities.

E. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Project Manager. Contractor shall conduct operations in strict observation of the access routes and other established areas. Under no circumstances shall any of Contractor's employees, vehicles, or equipment enter or move upon any area not authorized by Project Manager for access by the Contractor.

6. Compliance Requirements

Contractor shall comply with all applicable federal, state and local laws and regulations, including:

a. Colorado Division of Oil And Public Safety (OPS Boiler Inspection Program)

7. Transition of Services

Upon request by the State prior to the expiration or earlier termination of this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Work from Contractor to the State or any replacement provider designated by the State without any interruption of or adverse impact on the Work. Contractor shall cooperate fully with the State or any replacement provider and shall promptly take all steps required to assist in effecting a complete transition of the Work designated by the State. Contractor shall perform all Work related to such transition at no additional cost beyond what would be paid for the Work under this Contract.

8. State Responsibilities

The State will provide the following resources to Contractor to aid in the performance of the Work:

A. CDOT shall designate a "Project Manager" for this Contract who will serve as the point of contact between CDOT and Contractor. The instructions of the Project Manager and/or the Project Manager's designated representative (hereinafter collectively referred to as "Project Manager") are to be strictly and promptly followed by the Contractor at all times.

i. The Project Manager may inspect and audit the Contractor's supplies, equipment, and work products at any time. The Contractor is to afford the Project Manager all necessary assistance during those inspections and/or audits.

ii. The Project Manager will decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.

iii. The Project Manager will determine the amount of work performed and materials furnished which are to be paid under this Contract.

9. Payment Terms

A. Extension Terms

If the State exercises its option to extend the performance of the Contract beyond the Initial Term, the Contract Funds for such Extension Term will be encumbered upon the execution of the option letter for such Extension Term.

B. Invoices

Unless specifically allowed by State Fiscal Rules, Contractor will be paid for Work only after the Contractor has successfully completed that Work.

i. All invoices should be sent to dot_r1_sec9_accounts_payable@state.co.us.

ii. Labor Invoicing: Contractor shall bill for labor monthly in arrears. Each invoice must include a breakdown containing:

a. Labor category of personnel;

b. Itemized man hours worked per day;

c. A concise narrative description of the tasks performed, cross-referenced to the Services described in this Exhibit; and

d. The contractually agreed-upon hourly rate.

Each invoice must reference the Contract Number and PO Number referenced on the Cover Page of the Contract. Contractor shall not invoice the State for a month prior to the last day of that month. At the request of the State, Contractor shall provide backup documentation supporting all charges listed on each invoice. All payment processing timelines shall begin upon the acceptance

of a correct invoice by the State and the delivery of Goods or completion of the Services provided.

All invoices must be emailed to: dot_r1_sec9_accounts_payable@state.co.us

10. Prices and Rates

See attached document, Appendix B – Pricing Sheet