

## **Special Provisions**

### **SCOPE OF WORK**

The Contractor shall furnish to the Department of Transportation the fully operated equipment described in this contract as needed during inclement weather to perform snow and ice control activities at such time, and at such locations as directed by the Engineer.

The Contractor shall furnish equipment in good operating condition and operated by properly trained and qualified personnel. The personnel operating the equipment shall be employees of the Contractor or approved Subcontractor and the Contractor shall be responsible for all operators during the performance of the contract. The personnel shall be subject to the directions of the Department of Transportation. The Department of Transportation may refuse delivery or may reject any equipment found to be defective and/or inadequately operated.

The Contractor shall conform to the guidelines as set forth in the Department of Transportation's Snow and Ice Control Plans, policies, operational practices, use of designated chemical/abrasive storage sites, etc. Copies of this information will be provided upon request

### **CONTRACT TIME AND RENEWAL**

**The date of availability for this project is November 1, 2007.**

**The completion date of this contract is October 31, 2008.**

No contract will be issued until all prerequisite conditions and certifications have been satisfied.

At the option of the Department of Transportation, based on the Contractor's satisfactory performance of the terms contained herein, this agreement may be extended additional periods of one (1) year each up to a maximum total contract time of five (5) years, with the same terms and conditions. Each renewal year, the Equipment Operating Rate, defined elsewhere in this contract, will be increased by three (3) percent. Only the Equipment Operating Rate will be adjusted. One payment in the amount of the contract unit bid price for "Outfitting Fee" will be made to the Contractor each year during the renewable term of this contract for each properly outfitted Plow and Spreader Truck provided under this contract

### **PROSECUTION OF WORK**

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations. The Contractor shall not perform snow and ice control activities for other entities until released from the work under this contract for any particular winter weather event by the Engineer.

## **COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS**

This contract is for storm related recovery work, and is not an exclusive contract. The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

### **PRESERVATION OF PROPERTY**

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition. No payment will be made to the Contractor for such restorative work.

### **EQUIPMENT REQUIREMENTS**

The Contractor shall provide the following types of equipment:

A minimum of SEVENTEEN (17) multi-axle dump trucks, with operators, equipped with 12.0-ft. snowplow, and 10.0 cubic yard (minimum truck capacity) material spreader.

Upon approval of the Engineer, the Contractor may provide additional units in accordance with the terms and conditions of this contract.

All snowplows provided under this agreement shall be hydraulic powered, reversible, hydraulic angling, moldboard type plows, with a dual trip spring assembly, which will automatically return the plow to the normal plowing position. The trip spring assembly is intended to reduce the potential for damage to the plowing equipment resulting from collision with roadway structures, such as, but not limited to, manholes and valve boxes. The Department will not be responsible for damage to the Contractor's equipment resulting from collisions with such structures.

All material spreaders provided under this agreement shall be truck engine driven, hydraulic pump powered, in-body style spreaders with a calibrated, adjustable, locking feed gate which controls the amount of material being discharged.

A copy of the DOT specifications for snowplows and material spreaders will be made available to the Contractor upon request.

The snowplows and material spreaders will be inspected and approved by the Engineer during the scheduled dry run(s). The Engineer will also periodically inspect all equipment provided. If, at any time, the Engineer finds that the equipment is not satisfactory, or has not been maintained in operating condition, the Contractor will repair or replace the unsatisfactory equipment at the Contractor's cost.

Operators of all trucks shall have a Commercial Driver’s License of the appropriate class. The Contractor shall provide enough operators, per piece of equipment provided under this agreement, to operate 24 hours per day during a storm event. Operators are limited to a maximum 12-hour shift within a 24-hour period.

All trucks provided by the Contractor shall be equipped with warning lights visible from 360 degrees in accordance with NCDOT standards. All trucks shall have headlights mounted to provide forward lighting over the snowplow. Lighting shall be installed and adjusted so as to minimize glare. Communication devices shall be available in each piece of equipment to accommodate continuous communication between operators and the Contractor’s designated supervisor. All equipment shall also be equipped with operable back-up warning devices. Each vehicle shall be equipped with a set of tire chains for at least one drive axle.

The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, snow plow blades, tire chains, equipment repairs, communication equipment, etc. The Contractor will be compensated for equipment operation and incidentals at the Equipment Operating Rate define elsewhere in this contract.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractor’s equipment (including vandalism, theft, fire and acts of God) arising out of, or relating to, work performed under this agreement.

### EQUIPMENT OPERATING RATE

The unit price of Eighty-seven dollars (\$87.00) per hour, for each piece of fully operated equipment provided under this contract, will be the Equipment Operating Rate paid to the Contractor. This operating rate shall be full compensation for labor, equipment, and incidentals necessary to complete the work. As stated in the Contract Time and Renewal provision of this contract, the Equipment Operating Rate will be increased three (3) percent each renewal period. The Equipment Operating Rates during each year will be:

Year 1	\$87.00
Year 2	\$89.61
Year 3	\$92.30
Year 4	\$95.07
Year 5	\$97.92

Payment for fully operated equipment provided in this contract shall be on an hourly basis. All charges shall be determined to the nearest one-quarter (1/4) hour based upon the time the equipment was in actual productive operation or authorized stand-by time. The Contractor will not be paid for downtime due to meals, equipment failure, accidents, or other conditions.

## MOBILIZATION AND DEMOBILIZATION

The Contractor will be paid for three (3) hours at the Equipment Operating Rate for the purpose of Mobilization and Demobilization for each weather event. These three hours will be paid as additional operating hours for each piece of fully operated equipment provided under this contract. These three additional hours shall be considered full compensation for all costs to mobilize and demobilize the equipment provided under this contract. Mobilization shall include rigging the dump truck with the specified appurtenances and having the trucks ready for operation (loading and plowing) at the designated Department facility. Demobilization shall include the cleanup of the trucks and appurtenances at the conclusion of the current storm event and unrigging the specified appurtenances from the dump trucks.

## CONTRACTOR/OPERATOR PREPARATION

The Department of Transportation shall provide training session(s) and dry run(s) to familiarize all of the Contractor's personnel (both operators and supervisors) with snow removal and ice control methods, equipment, and assigned routes. Training session(s) and dry run(s) will be scheduled and completed as determined by the Engineer. Typically, dry run(s) are held during the months of October and November each year. The Department will provide the Contractor with a minimum two (2) weeks notice of scheduled training sessions and dry runs.

Training sessions consist of classroom style instruction on snow removal and ice control methods and materials, snowplow and spreader operation, calibration and safety issues. Dry runs include the use of equipment. At a dry run, equipment is inspected, calibrated and plowing routes are reviewed and driven for operators to note potential plowing patterns and changes.

Payment for training session(s) shall be at the rate of **\$25.00** per hour for each person in attendance. **Unless otherwise approved by the Engineer**, The Department will pay the Contractor for a maximum of two (2) operators per piece of equipment provided under this agreement and for a maximum of one (1) Contractor supervisor. Payment will only be made for regularly scheduled training sessions provided by the Department of Transportation. No payment will be made for training provided to the Contractor's personnel due to operator or supervisor turnover or absence from regularly scheduled training.

Payment for dry run(s) shall be at the hourly operating rate for each piece of fully operated equipment used in the dry run(s). The Contractor will also receive compensation for mobilization/demobilization as described in this contract.

## **OUTFITTING FEE**

An annual capital recovery fee for investment and administrative costs associated with the purchase, installation, maintenance, storage of the equipment appurtenances (spreaders, snow plows, plow blades, etc.) specified herein will be paid to the Contractor. One payment in the amount of the contract unit bid price will be made to the Contractor each year during the renewable term of this contract for each properly outfitted Plow and Spreader Truck provided under this contract. Payments for this item will be made upon satisfactory inspection, and the completion of all scheduled training sessions and dry runs established by the Engineer. The snowplows and material spreaders will be inspected and approved by the Engineer during the scheduled dry run(s). The Engineer will also periodically inspect all equipment provided. If, at any time, the Engineer finds that the equipment is not satisfactory, or has not been maintained in operating condition, the Contractor will repair or replace the unsatisfactory equipment at the Contractor's cost. If the Contractor does not repair or replace the equipment within a reasonable timeframe, as established by the Engineer, this shall constitute grounds for termination of the contract and the Department shall invoice the Contractor for the repayment of all or a portion of, the outfitting fees paid for said equipment. The amount to be reimbursed will be prorated based upon the number of calendar days between the date of acceptance of the equipment and April 15 of the following year. All equipment covered by this pay item will remain the property of the Contractor upon the expiration or termination of the contract.

## **WORK NOTIFICATION**

The Engineer will notify the Contractor when impending inclement weather is forecast, and when timing of precipitation is forecast to mobilize equipment in preparation for work. Once the timing of precipitation is forecast, the Engineer will notify the Contractor a minimum of four (4) hours before equipment is needed for operation.

## **DEICING CHEMICAL SUPPLIES**

The Department of Transportation shall provide all necessary deicing chemical materials and/or abrasives necessary for snow and ice control operations. The Contractor's equipment will be loaded with deicing materials/abrasives in the same manner, and at the same locations as the Department of Transportation's equipment. The contractor shall return all unused materials to the Department.

### CONTRACT QUANTITIES

The contract quantities are estimated quantities established for bid purposes only. The actual quantities may vary from those shown below:

Outfitting Fee .....	Contract Unit Bid Price.....	17 EA
Training.....	\$25.00/Man Hour.....	144HR
Equipment Operation.....	See Special Provision.....	148HR