

PROJECT SPECIAL PROVISIONS**GENERAL****SCOPE:**

This contract is for annual needs of providing fully operated equipment necessary for snow and ice control activities in all counties located in Division 5 on various interstate, primary and secondary facilities.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation *2024 Standard Specifications for Roads and Structures*, the North Carolina Department of Transportation *2024 Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*, with the exception that bid bonds are not required.

The quantities stated in the Bid Form are estimates and are not guaranteed.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2024 Standard Specifications*.

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):

(7-18-06) (Rev. 3-25-13)

SPD 01-300

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at **1:30 p.m. EST on Thursday, March 27th, 2025**, as an in-person and Microsoft TEAMS meeting. You will need to notify of **INTENT TO ATTEND** and provide contact email to Jewel Manuel-Nelson (jcmanuel-nelson@ncdot.gov) no later than **12:00 Noon EST. on Tuesday, March 25th, 2025**. Notification with meeting information will be sent to Email provided on **March 26th, 2025**. In person conference location is **2612 North Duke St., Durham, NC 27704**.

Contractors that can't attend the conference in person will have the option to call in by phone or join the meeting by video conferencing. It is recommended for the contractor to attend in person if possible.

If the contractor elects to call in by phone, they will be responsible to have a copy of the bid documents on hand for their reference. No other materials will be discussed.

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and

Section 108 of the *2024 Standard Specifications for Roads and Structures* and as directed by the Engineer.

The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

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.

The Intention of the Department is that the Contractor shall run each piece of equipment continuously during an event. This may be accomplished with two (12) hour shifts per day. Shift change locations will be coordinated with the Department.

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 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.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-21 of the *2024 Standard Specifications*, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

PAYMENT AND RETAINAGE

The Contractor shall submit requests for partial payments on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted by the last day of the approved pay period.

Requests for payment shall be made by Contractor's Invoice. All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

Please refer to Attachment B for suggested invoice format, Contractor will be provided form upon request.

All requests for payment shall be submitted to:

**NCDOT Division 5
Assistant Division Maintenance Engineer
2612 North Duke Street
Durham, NC 27704**

Due to the nature of the contract, no retainage will be withheld. However, the Department reserves the right to withhold payment for a specific location until after successful completion of the work as verified by the final inspection of that location.

CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with their performance of this Contract and shall be liable for any damages to persons or property resulting from negligence of the CONTRACTOR, its agents, servants, and employees in connection with the prosecution and completion of the Contract Items covered by this contract. The CONTRACTOR agrees that it will indemnify and hold the municipality, NCDOT and its employees harmless from all claims of any type and for any expenses and costs, including attorney's fees and court costs which may be incurred by the municipality, or the NCDOT, arising from the acts, errors, or omissions of the CONTRACTOR, its agents, servants and employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the indemnification. The indemnities set forth herein shall survive any termination of this Contract.

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or

supplemental agreement unit price will be based solely on the contract unit bid price with no adjustment.

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.

Operators of all trucks shall have a Commercial Driver's License. The Contractor shall provide enough operators to provide 24-hour operations (*if deemed required*), per day during a storm event. **Further**, operators are limited to a maximum 12-hour shift within a 24-hour period. ***This statement does not guarantee operators will work a full 12 hr. shift. But provides operator shift restrictions.***

All trucks provided by the Contractor shall be equipped with warning lights similar to those used by the Department. All dump trucks shall have headlights mounted to provide forward lighting over the snowplow. Communication devices shall be available in each piece of equipment so the operators can communicate with the Contractor's designated supervisor. All equipment shall also be equipped with reverse gear warning devices.

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 RATES

The Equipment Operating Rates paid to the Contractor shall be full compensation for labor, equipment, and incidentals necessary to complete the work, as stated in the Term of the Contract provision of this contract. These rates have been set by the Department and are shown on the Schedule of Values.

Shift end times will be documented as the time each individual truck has unloaded remaining salt at NCDOT designated locations. NCDOT Inspectors shall determine the end of shift time to be as soon as each contractor truck is fully unloaded. If contractor trucks have no remaining salt, recorded end time shall be the time the truck is instructed by NCDOT personnel to leave assigned routes

All charges shall be determined to the nearest one-quarter (1/4) hour based upon the time the equipment was in actual productive operation. The Contractor will not be paid for downtime due to meals, equipment failure, accidents, or other conditions.

MOBILIZATION AND DEMOBILIZATION

There is no separate payment for mobilization, or for demobilization, in this contract. The Contractor will be paid for three (3) hours at the appropriate Equipment Operating Rate, for each piece of fully operated equipment provided under this contract, plus three hours will be paid for the supervisor and pick-up truck. 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. The Contractor will be responsible for providing their own cleanup facility and will not be allowed to perform cleanup at the NCDOT maintenance facilities. The Contractor will be responsible for any modifications to their facility and/or permits in order to be in compliance with applicable laws and regulations.

CONTRACTOR/OPERATOR PREPARATION

The Department of Transportation shall provide training session(s) and dry run(s) to familiarize all 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. Payment for training session(s) shall be at the rate of \$26.00 per hour for each person in attendance. 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 two (2) Contractor supervisors. 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.

Dry runs include the use, inspection, calibration of equipment and plowing routes are reviewed and driven for operators to note potential plowing patterns and changes.

SCHEDULE OF VALUES

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	SP	Outfitting Fee—for snow removal equipment for each multi-axle dump truck	PER BID FORM (MIN 5)	EA		

1	SP	Non- Toll Facility Equipment Operation	960	HR	\$ 160.32	
2	SP	Pickup Truck with Supervisor Operation (Non-Toll)	240	HR	\$ 74.02	
3	SP	Training Contractor Forces per Person	216	HR	\$ 26.00	