

**0001 – 451
LAWRENCE COUNTY**

**SNOW & ICE CONTROL SERVICES
INTERSTATE 90 AT EXIT 17 – PARK-N-RIDE**

SCOPE OF WORK

The Contractor shall provide personnel and equipment necessary to perform snow and ice control services on Interstate 90 at the Park-N-Ride Lot and Access Road at Exit 17 as awarded by this contract. Routine snow and ice control shall be done prior to 6:00 A.M., as directed by the Highway Maintenance Supervisor. Snow and ice removal shall be done at other times as directed by the Highway Maintenance Supervisor, and shall be completed within two (2) hours of notification by the Highway Maintenance Supervisor.

The Contractor shall spread sanding abrasives and/or deicing chemicals as provided by the South Dakota Department of Transportation.

The Contractor will work under the direction of the Highway Maintenance Supervisor (Supervisor) responsible for the maintenance on the highway section awarded by contract to the Contractor.

Before beginning operations, the Contractor shall provide employee equipment operation training to familiarize its employees with the equipment and its operation.

CONTRACT PERIOD: 1 YEAR

The Contract period is for the Winter of 2011 – 2012. The Contract may be renewed annually by C.C.O. if all parties are in agreement. The Contract renewal depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Contract will be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

The Contract start date is the date the Contract is awarded to the Contractor. The Contract completion date is the last date the Contractor performs services for the Department.

CONTRACT REQUIREMENTS

The Contractor is an Independent Contractor and is responsible for withholding and paying for all applicable employee taxes and benefits. All employees of the Contractor are deemed the Contractor's employees for the purposes of the Worker's Compensation Act and not employees of the State of South Dakota.

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two times the occurrence limit.

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

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CONTRACT REQUIREMENTS (CONTINUED)

Prior to commencement of work under this contract, the Contractor shall furnish the Department with properly executed Certificates of Insurance, which shall clearly evidence all insurance required in this Contract and provide that such insurance shall not be canceled, except on thirty (30) days written notice to the Department. The Contractor shall furnish copies of insurance policies if requested by the Department.

The Contractor shall hold harmless and indemnify the State of South Dakota, its officers, agents and employees from and against any and all action, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

The Contract work shall not be sublet, assigned or otherwise disposed of except with the written consent of the Department. In no case will it be permissible to sublet more than 50% of the work. Consent to sublet or assign a portion of the work shall not be construed to relieve the Contractor of any responsibility for fulfillment of the Contract.

The Contractor shall provide personal supervision of the work, or have a competent designee available at all times with authority to act for the Contractor.

Prior to beginning work, a conference shall be arranged with the Department. In this meeting, the Contractor shall outline the proposed maintenance procedure and submit a plan for performing the work.

EQUIPMENT REQUIREMENTS

Equip each vehicle with a flashing strobe light visible for a minimum of 500 Ft.

The Contractor's equipment shall meet all applicable laws regarding licenses, insurance, weight limits, etc.

Prior to beginning work, the Contractor's equipment shall be inspected and approved by the Department.

WORK REQUIREMENTS

The Contractor SHALL BE MOBILIZED AND READY TO RESPOND IMMEDIATELY to all sanding or plowing needs and to all emergency or maintenance calls received. The Contractor shall provide the name and telephone number of the responsible individual(s) whom the State is to contact to implement operations. This individual(s) will be required to carry a cellular phone. The individual(s) must be available at any and all times for maintenance activities.

The Supervisor must be able to immediately contact the Contractor's contact individual by telephone or cellular telephone 24 hours a day, 7 days a week, during periods requiring snow and ice control work. Once contacted, this individual will have 2 hours to complete the Contractor's snow and ice control operations.

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WORK REQUIREMENTS (CONTINUED)

The Contractor will work under the direction of the Highway Maintenance Supervisor.

The Supervisor, at the time of the Contractor's initial contact, will provide the Contractor with a diary. Information entered into this notebook will become the original source documentation information used for contract payment. At minimum, the notebook will contain the following information:

- 1.) Date and time the equipment reached the project.
- 2.) Total time of plowing and/or sanding operations.
- 3.) Date and time snow & ice control operations are complete.
- 4.) Contractor's Signature.

On Monday of each week, the Contractor shall provide to the Supervisor a copy of all daily records entered into the notebook for the previous week.

The Contractor shall conduct snow and ice control operations as follows and/or as instructed by the Supervisor:

- 1.) The Contractor shall consider and take precautions to ensure the safety of the traveling public first and foremost at all times.
- 2.) The Supervisor can suspend snow and ice control operations at anytime it is felt that continued operations is ineffective or unsafe.
- 3.) Advise the Supervisor immediately anytime snow and ice control operations are discontinued for any reason, i.e., operations done, conditions too bad, equipment breakdown, etc..
- 4.) Apply sanding abrasives and/or deicing chemicals to the parking lot and access road and repeat applications as instructed by the Supervisor or as needed to meet existing conditions and provide traction.
- 5.) Snow shall be removed from the parking lot to the south side of the parking lot.
- 6.) The parking lot is approximately 1100 sq. yds.. The access road is approximately 220 ft. long.
- 7.) Unless advised otherwise by the Supervisor, use the following mixture rates for sand operations:

| Temperature | Material Used (Provided by SDDOT) |
|--------------------|---|
| 32° F and Above | Use premixed stockpile material (Approximately 17% Salt, 83% Sand) |
| Below 32° F | Add additional salt/deicing chemical to the load (if necessary) at a Rate approved by the Supervisor. |

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WORK REQUIREMENTS (CONTINUED)

- 8.) Apply premixed stockpiled deicing material at a rate of 0.05 Lbs. per Sq. Yd.
Apply deicing material with added chemicals at an application rate that will result in a salt application rate of 0.10 Lbs. of salt per Sq. Yd.. The Supervisor may approve or request different application rates.

Snowplowing will be paid at the contract unit price per each snow or ice event, according to the depth of the snow or ice.

Payment is considered full compensation for the operation of the equipment to perform plowing and sanding operations and includes cost for operator, fuel, and all other maintenance costs necessary for operating the equipment.

Progress payments will be made monthly when authorized hours are documented in the notebook and verified by the Department representative.

The parking lot and access road shall be swept clean upon completion of the winter season. Sweeping shall be paid at the lump sum price for Incidental Work.