



Date of Issuance: 5/21/20

Solicitation No. 21-8-0001

Requisition No. 21-8-0001

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

ISSUED FROM:

Cheryl Emerson
Contracting Officer

405-522-3209
Phone Number

cemerson@odot.org
E-Mail Address

RETURN TO: cemerson@odot.org in Solicitation Response

Description of Amendment:

a. This is to incorporate the following:

Questions and Answers:
 Question 1: A.19 Tax Exemption - Will the contractor be tax exempt from sales tax on purchases?
 Answer: No. ODOT's tax exemption does not flow down to the Contractor. The Contractor will be responsible for paying sales tax on any purchases.

Question 2: Snow & Ice Operations – On the snow and ice table at the bottom of the page, should there be an equal number of plows and spreaders (25) to truck (28)?
 Answer: Please refer to the Revised Appendix A & B Div 8 Core General Maintenance and Snow & Ice SOW that is attached.

The following sections of the Solicitation Package should refer to Tulsa and parts of Rogers County and not Oklahoma and Canadian Counties:
 B.2. Execution of Contract (page 6);
 Section B.7.6. c) under Section B.7. Payments (page 8); and
 Section B.31.1. under Section B.31. Waiver of Subrogation (page 15).

THE REVISED APPENDIX B PAY ITEM SHEET SHOULD BE USE TO SUBMIT CONTRACTOR PRICING.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**) Date

Authorized Representative Name (**PRINT**) Title Authorized Representative Signature

APPENDIX A
REVISED - SCOPE OF SERVICES
“CORE and SNOW AND ICE”

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ODOT DIVISION 8, ROUTINE MAINTENANCE
TULSA AND PARTS OF ROGERS COUNTY

GENERAL MAINTENANCE OPERATION'S
INCLUDING CORE and SNOW AND ICE

SECTION 100. LOCATION OF SERVICE

- 100.1** This contract applies for general maintenance services for ALL interstates, U.S., and State highways within Tulsa and parts of Rogers County, unless otherwise specified by the DEPARTMENT. All routes are tabulated in the Control Section Maps and the Roadway Maintenance Subsections, published by the Oklahoma Department of Transportation. The CONTRACTOR shall be responsible for obtaining and being familiar with these two documents. Control Section Maps for Tulsa and parts of Rogers County are available from the DEPARTMENT. Reporting activities required by this contract will utilize these two documents.
- 100.2** The requirement for snow & ice operations shall apply for ALL interstates, U.S., and State highways within Tulsa and parts of Rogers County, unless otherwise specified by the DEPARTMENT.
- 100.3** Prior to bidding, it shall be the CONTRACTOR's responsibility to review and to become familiar with the condition of the roadway, rights-of-way and general distance that he will be required to provide service. **It is expected that all prospective bidders will have driven the entire jurisdiction of this contract prior to submitting a response.**

SECTION 101. SERVICES TO BE PROVIDED - General Maintenance Operations

- 101.1** The required maintenance activities will be as described within this Scope of Services. For each of the listed activities, the Activity Description and required Performance Standards are described within the Maintenance Manual distributed by the Maintenance Division of the Oklahoma Department of Transportation, latest revision. It shall be the CONTRACTOR's responsibility to obtain a copy of this manual.
- 101.2** The CONTRACTOR shall maintain manpower and equipment specified by the Contract, and shall respond to work orders and or request issued by the Oklahoma Department of Transportation, Division 8. It shall be the DEPARTMENT's responsibility to discover work that needs to be done and prioritize the work. This Contract will require a joint effort of the DEPARTMENT and the CONTRACTOR to find areas in need of routine maintenance. It is expected of the CONTRACTOR to use well trained employees and stress the importance of this partnering requirement. The DEPARTMENT will hold partnering meetings on a regular basis to instill this partnership and desires of the DEPARTMENT for the work necessary to provide the level of service necessary to the taxpayers. (However, work shall not be performed without expressed verbal or written consent of the DEPARTMENT.) It shall be the CONTRACTOR's responsibility to respond in a timely manner with the necessary manpower and equipment to effectively make those repairs. There will also be some scheduled work that will be on-going and no special work order will be necessary.
- 101.3** Unless contractually specified otherwise, the DEPARTMENT will provide all materials for maintenance work, including (but not necessarily limited to) asphalt, concrete, aggregate, sand, dirt, trash bags, and cement. All material will be furnished at the plant site and/or warehouse or yard; the CONTRACTOR will be required to supply trucks from the required equipment to pick up the material and haul it to the job site, the cost of which is to be considered included the lump sum bid.
- 101.4** The CONTRACTOR is responsible for all basic supplies to install the roadway repair materials. The DEPARTMENT will NOT provide supplies such as (but may not be limited to): cell phones or pagers, worker clothing, safety vests, gloves, oil/fuel for equipment, rakes, shovels, sledge hammer, etc., and various size steel plates and bolts for emergency bridge repairs.

- 101.5 All debris generated by maintenance activities shall become property of the CONTRACTOR and shall be disposed of in a manner approved by the DEPARTMENT, excluding materials deemed by the DEPARTMENT to be useful for maintenance operations at other locations (e.g., concrete rubble for future use as erosion control at bridges). The costs of the CONTRACTOR to haul and stockpile any such DEPARTMENT-designated debris shall be considered to be included in the lump sum bid.
- 101.6 If approved by the DEPARTMENT, the CONTRACTOR may be allowed to purchase materials needed to complete a project (such as forming wood for emergency bridge deck repair and sack/bag patch). This clause will only be enacted in an emergency situation where the DEPARTMENT deems it is necessary and vital to the safety of the public. The CONTRACTOR will be reimbursed for the actual cost of the materials used, per invoice, with no profit nor overhead.
- 101.7 The CONTRACTOR shall provide all traffic control for performing of his maintenance tasks required by this Contract, the cost of which shall be considered included in the lump sum bid. All traffic control shall be in compliance with MUTCD and applicable DEPARTMENT standards and overseen by an ATTSA certified traffic supervisor.
- 101.8 The CONTRACTOR is responsible for obtaining his yard and shop facilities. The CONTRACTOR shall have a yard and shop located within Tulsa County. The shop shall be large enough for working on and servicing at least ten large dump trucks concurrently during snow & ice events. **The shop facilities shall have an on-site backup power source (generator) in case of power failure during snow and ice events or other catastrophic events. This generator shall be capable of providing enough power to operate all communications as well as all necessary shop equipment including but not limited to welders, compressors, and other tools. This requirement is to ensure CONTRACTOR must be able to maintain all services during inclement weather.**
- 101.9 The DEPARTMENT will evaluate the CONTRACTOR's performance and withhold payment for substandard work, including applying liquidated damages referred to in this contract. The DEPARTMENT will inspect the work and require that deficiencies be corrected prior to payment. Deficiencies requiring correction and corresponding materials may be subject to replacement at the CONTRACTOR's expense, in a reasonable time designated by the DEPARTMENT. **It shall be the CONTRACTOR's responsibility to insure the work of his employees is done in a safe and professional manner that meets the DEPARTMENT'S satisfaction, specifications and requirements.**

SECTION 102. REQUIRED MANPOWER - general maintenance operations

- 102.1 Any generic reference by this Contract to "manpower", "men", "man" or "he" shall be interpreted to mean both male and female adults who are U.S. citizens or who are legally permitted to be in the United States. All individuals assigned on the Contract must have the ability to communicate in the English language.
- 102.2 The CONTRACTOR shall maintain at the DEPARTMENT's disposal a core group of twelve (12) individuals. (Note that the hours required of this core group is not applicable towards snow and ice operations.) **Of these 12 individuals, 8 shall possess a current Class A or B CDL licenses. Four (4) individuals shall possess Class D license. Remaining work force may be laborers. Additional requirements are:**
- a) Three (3) individuals shall be ATTSA-certified traffic control supervisors. One such traffic supervisor shall be present on any operation requiring traffic control. These traffic control supervisors shall be "working" superintendents/foremen on the job requiring traffic control at all times, capable of operating equipment and/or performing other labor necessary to complete the task. All four ATTSA-certified traffic supervisors shall have at least five years of experience each on ODOT and/or highway projects.
 - b) Six (6) individuals shall be certified equipment operators capable of operating all equipment specified by this contract, in addition to the three (3) listed above.
 - a) One (1) individual shall be designated project manager. The project manager shall have at least ten years of experience on heavy highway work with at least five years specific to a large metropolitan area with population greater than ½ million. Specific experience should include but not limited to, pavement repair/rehabilitation, bridge repair/rehabilitation, snow/ice control, and he or she too must be an ATTSA certified traffic control supervisor. This manager must be able to work directly with ODOT maintenance inspectors to coordinate the efficiency of all crews and directly plan, report and supervise all CONTRACTORS crews.

- b) Two (2) individuals shall be onsite working Supervisors/Foreman that can handle the daily work activities of a crew.
- c) The remaining workers may be general laborers.
- d) **All qualified personnel must be listed with references and copies of relevant licenses and certifications provided at qualification submittal.** All proposed personnel must be dedicated entirely to this contract, unless employment has been terminated. All replacement employees must meet the minimum qualification of those in which they are replacing and are subject to the approval of ODOT.

102.3 The DEPARTMENT may invoke the **additional manpower and equipment** bid items of this contract. These items may be used for overload of various activities similar to the activities of the “CORE” group, and is not intended to be used for the purpose of snow & ice removal. However, these items may also be used for items not specifically mentioned in this contract but are required in highway maintenance. In this instance, the following operations may be required. *If the DEPARTMENT chooses to use the additional manpower requirements they will either use hours from the “CORE” or use the additional manpower items by the hour.*

102.4 The CONTRACTOR’s employees, officers, agents, and subcontractors shall at no time identify themselves as being employees of the DEPARTMENT. Employees shall wear appropriate safety clothing (such as vests) that satisfy the **Manual of Uniform Traffic Control Devices latest addition.**

102.5 The CONTRACTOR’s employees shall be properly trained and professional in their performance of their duties. The DEPARTMENT may require that the CONTRACTOR remove from the job employees who endanger persons or property, display impolite and socially unacceptable behavior, or whose continued employment under this Contract is inconsistent with the interest of the DEPARTMENT and/or the traveling public.

SECTION 103. REQUIRED EQUIPMENT (for general maintenance operations)

103.1 Unless specified otherwise, this required equipment is NOT applicable for snow & ice operations.

103.2 The equipment listed below will be available for use by the core group at all times. **The CONTRACTOR shall not anticipate the use of this equipment on any other contract or project.** Price bid for Hourly Sum service shall include all costs associated for the use of this equipment by the core group.

(Equipment List Provided on Continuing Page)

Equipment Type	Minimum required number of pieces	Minimum Requirement / equivalent to or better than
1. Dump Truck (10 wheel) All Dump beds	3	50,000 lb.
2 Flat Bed Truck (6 wheel) With Arrow Boards	5	26,000 lb.
3. Grader	1	Deere 770 w/ EROPS
4. Dozer	1	Cat D5
5. Loader	3	Cat 926 - 2 ½ vd.
6. Haul Truck with dump bed.	1	80,000 lb.
7. Low Boy Trailer	1	30 ft. Dron
8. Crew Trucks	2	3/4 Ton
9. Skid Steer Loader w/pavement breaker, 36" grinder, bucket & broom	1	1,300 lb./36 HP
10. Arrow Board	3	Solar Powered
11. Changeable Message Boards	2	LED Solar powered
12. Truck - Mounted Attenuator	2	1 - Pc. Aluminum (60 MPH)
13. Asphalt Roller	1	4 Ton Vibrating
14.		
15. Rubber-tire Backhoe Loader	1	Deere 310
16. Self Propelled Broom	1	Broce Model RJ 350
17. Water Tank with Pump	1	1000 gal with 2" pump
18.		
19. High lift Truck	1	35' reach
20. Grade all	1	WD-30

NOTE: *The three 50,000-lb trucks, five 26,000-lb trucks, loader and grader listed above can be used as part of the snow & ice removal force, as outlined in the snow & ice section of this contract.*

Additional small equipment, to be used as required, includes: welder and all supplies, cutting torch, air compressor (185cfm minimum), jack hammers, chipping hammers, concrete saws (one self propelled 24" and one quickie type), chain saws and chain saw pole pruner, portable generator and 3 fixture light plant, concrete mixer, vibro plate compactor, hammer drill, e-z drill, gas powered concrete handsaw, circular saw, hand drill (3/8"), hand grinder, sand blasting pot, chipper/shreader capable of 9" limbs, crack-sealing pot, weed eaters, backpack style blowers and any other small equipment or tools that may be required to perform assigned tasks at no additional cost to the DEPARTMENT

Note: Liquidated damages for all required equipment not available by the contractor as outlined above, the Department reserves the right to assess a liquidated damages of five hundred (500.00) dollars a day each and every day until equipment is supplied to the worksite.

103.3 All equipment shall be in good working order and available for service 24 hours per day, seven days a week. The CONTRACTOR shall be prepared to promptly replace any down equipment, at any time. It should be noted that all equipment referenced will be dedicated to this contract and will not be available for other contracts. The DEPARTMENT reserves the right to inspect equipment and its usage, condition and availability at any time during the course of this contract. Any deficiencies not corrected immediately, or repeated deficiencies, will be considered to be a breach of contract.

103.4 The CONTRACTOR's equipment shall be identified with the name or logo of the CONTRACTOR. All equipment working on or adjacent to the roadway shall be equipped with the proper warning devices (i.e., strobe lights or flashing

lights, slow-moving symbols and arrow boards).

- 103.5** Pay items are provided herein for **additional** various equipment, to be used as-needed when authorized by the DEPARTMENT, and bid on an hourly, weekly and monthly rates. For additive equipment, the CONTRACTOR is guaranteed a four (4) hour minimum. The price bid for the various equipment rental (hourly, weekly and monthly rates) shall include fuel, oil, service and all insurance. **The price for hourly equipment shall include an equipment operator.**

Pay Item III	Equipment Type	Equivalent Type
A	Track Hoe w/bucket	Cat 320
B	Backhoe	Cat 416C
C	Dozer	D 5
D	10-wheel dump truck	50,000 lb.
E	Semi Tractor Trailer w/ Dump Bed	90,000 GVW
F	Crew Truck	3/4 Ton
G	Graders	Deer 770 w/EROPS
H	Front-End Loaders	2 ½ CY.
I	Dump Truck	26,000 lb.

For additional specialized equipment as needed by the DEPARTMENT, to be paid based upon Cost Plus 10%.

SECTION 104. INCIDENT AND EMERGENCY RESPONSE

- 104.1** All equipment and labor shall be on call 24-hours a day, if needed to respond to inclement weather (snow & ice), large traffic incidents and roadway emergencies such as potholes or holes in bridge decks.
- 104.2** The CONTRACTOR shall provide to the DEPARTMENT a “ONE” call number for the on-call personnel who will be available to initiate emergency response 24-hours a day, 7-days a week. Names and number’s of supervisor’s for Snow & Ice operations.
- 104.3** The required after-hours call-out time for the CONTRACTOR to arrive at the site and start setting traffic control (for applicable emergencies) shall be 45 minutes for any incident within a 10-mile radius of the ODOT Annex office, and 70 minutes for any incidents farther than that. The “clock” for emergency response shall start when the CONTRACTOR is notified by the DEPARTMENT.
- 104.4** The CONTRACTOR is expected to take an active role in any necessary communications with the State Troopers or local law enforcement on-site, with the intent that any required modifications of the traffic control layout can be handled quickly and efficiently.
- 104.5 Liquidated Damages:** The DEPARTMENT reserves the right to assess liquidated damaged to CONTRACTOR for non-response or slow response to incidents and emergency call-outs, at the rate of **\$1,000** per every 15 minutes of non-response beyond the time limits specified above in 104.3, up to a maximum liquidated damages of **\$8,000** per event. The need of the DEPARTMENT to assess liquidated damages shall be considered a deficiency on the part of the CONTRACTOR that will require “curing”, as detailed in Contract Section 18.

SECTION 105. REQUIRED MAINTENANCE ACTIVITIES

- 105.1** The required maintenance activities include (but may not be limited to) those listed in the DEPARTMENT’S Maintenance Manual. The following are examples of some of the required activities:
- a) **Permanent Hand/Machine Patching** - Removing old surface and/or base and/or subgrade, in areas of failure due to slipping, pumping, heaving, raveling or cracking, and replacing cut-out portions with suitable materials. Affected roadway surfaces include asphalt, concrete and old concrete overlaid with asphalt.
 - b) **Emergency Hand Patching** - Hand-patching of bowl-shaped holes of varying sizes with bituminous material as

an emergency or temporary deterrent to further localized disintegration of the roadway surface (asphalt or concrete).

- c) **Level Patching** - Leveling of surface distortions caused by edge settlement, rutting, grooving or other surface depression and irregularities using premixed bituminous material laid in-place with an asphalt lay-down machine or motor patrol.
- d) **Spot Sealing** - Sealing of localized areas of asphaltic surfaces or shoulders with liquid bituminous and aggregate to prevent further oxidization, raveling, water infiltration and to seal extensive areas of surface cracking.
- e) **Crack Pouring/Leveling** - Cleaning of joints and cracks and filling with liquid asphalt sealer on either p. c. pavement or asphalt surfacing. Crack leveling involves filling of shallow holes, settlements and depressions around cracks with liquid emulsified bituminous and aggregate as an emergency or temporary deterrent to further localized disintegration of the asphalt surface and to improve ride-ability.
- f) **Shoulder Grading** - Blading, shaping and smoothing of shoulders and side approaches. Including replacing soil material on shoulders and suitable material on mailbox turnouts and side approaches. This item also includes cleaning out and re-grading the ditches.
- g) **Cleand Drainage Channel** - Excavating and loading soil sediment from drainage channels and structures and then spreading onto shoulders and slopes along the roadway. Includes debris and log jam removal.
- h) **Erosion Control (Rip rap or sod)** - Includes loading, hauling and placing rip-rap (stone or broken concrete) or sod on cut/fill slopes, eroded ditches or ditch liners.
- i) **Brush Cutting and Tree Trimming** - Removing brush, tree limbs, and other coarse growth from the rights-of-way.
- j) **Bridge Deck Cleaning** - Removing all dirt, rock and foreign objects and thoroughly cleaning all types of bridge deck surfaces, using broom, water and/or air as required.
- k) **Removal and Disposal of Dead Animals from the Roadway** - Removal or on-site burial of dead animals.
- l) **Accident and Emergency Service** - Providing assistance at scene of accident or natural disaster, flagging traffic, placing traffic control signs, cleaning up roadway if required and temporary repairs necessary to restore the flow of traffic.
- m) **Repair or Replace Delineator** - Repair damaged delineator posts or installing new posts and attaching delineators.
- n) **Repair Bridge Deck** - Removing areas of deterioration or failure on concrete bridge decks and repairing with concrete, Rapidset, Duracal or similar material approved by the DEPARTMENT. Includes partial and full depth repair. Included in this item is the occasional need to place metal plates across holes in bridge decks, as an emergency repair.
- o) **Concrete Repair** - Permanent repairing of Portland concrete pavement failures using concrete mixtures to restore pavement to its original structural soundness. Need to expand on this significantly.
- p) **Maintenance of ODOT Facilities** - CONTRACTOR may be asked to do minor repairs to abandoned DEPARTMENT maintenance yards (including buildings, fence, pavement, etc.).
- q) **Guardrail Repair** - CONTRACTOR may be asked to make necessary repairs to guardrail and its posts, or other traffic attenuator devices.

105.2 All maintenance activities shall be performed in a workman like manner to conform with standards required by DEPARTMENT maintenance standards and/or the Standard Specifications for Highway Construction, latest addition.

Absent published guidance for particular maintenance activities or emergency repairs, work will be performed in a manner satisfactory to DEPARTMENT personnel.

105.3 DEPARTMENT personnel may require that substandard maintenance work be removed and replaced in a manner conforming with DEPARTMENT standards and specifications. All work required to be removed and replaced will be at CONTRACTOR expense as to equipment personnel and materials used.

SECTION 106. SNOW & ICE OPERATIONS

106.1 The contract bid sheet contains a “lump sum” (which is paid in equal monthly installments over twelve (12) months, item for “snow & ice operations” for interstates, US and State highways within Tulsa County and part of Rogers County, unless otherwise specified by the DEPARTMENT. For simplicity within this contract, the word “interstate” shall be interpreted to also include limited-access divided highways. **This lump sum shall be considered compensation-in-full for the contractual requirements herein stated. There should not be any difference in state highways or interstate, all have the same priority.**

106.2 The equipment listed below will be available for use by the CONTRACTOR at all times during the contract period July 1, 2020 through June 30, 2021. The CONTRACTOR shall not anticipate the use of this equipment on any other contract or project which would hinder his response in meeting the contract requirements for snow & ice removal.

106.2B All trucks used within this contract and any equipment used on road for snow and ice operation such as; Motor Graders, shall be equipped with GPS tracking and the CONTRACTOR will provide the DEPARTMENT unlimited users and unlimited access and to the website and all information generated by the GPS service so that trucks and equipment can be monitored at all times. ODOT will have the right to inspect equipment at any time to verify installation of the GPS equipment. The contractor shall provide ODOT with the following minimum GPS requirements:

- a) Live GPS tracking (10 second updates or faster)
- b) Hardwired Device with Outputs/ Inputs
- c) All inclusive monthly rate plan
- d) Ability to create (Unlimited # of) Geo Fences
- e) Data Storage for up to 365 days
- f) Ability to customize truck names
- g) Flexibility to purchase on (or OFF) contract
- h) Historical Playback feature
- i) Ability to create Alerts (by text or email) – Speeding, Ignition On/Off, Low Power & Route
- j) Mobile Web Site
- k) Start-Stop report
- l) Trip Detail Report to show time On/Off Location
- m) Live Weather and Traffic Overlay

Equipment Type	Minimum Required Number of Pieces	Minimum Requirement / Equivalent to or better than
Dump Truck (10 - wheel)	20	50,000 lb.
Dump Truck (6-wheel)	5	26,000 lb.
Grader	3	Deere 770 w/EROPS
Spreader	25	Hydraulic
Snow Plow	25	Hydraulic; 11' wide, reversible
Front End Loaders	5	Komatsu WA 200

NOTE: All Graders used in snow and ice operation shall have a shadow vehicle with flashing lights to accompany them while operating on the Highway’s, the cost will be included in the pay item cost for Snow and Ice operations.

The two 50,000-lb trucks, five 26,000-lb trucks, loader and grader listed in section 103.2 can be used to satisfy the snow & ice equipment minimums stated above.

- 106.3** The CONTRACTOR's equipment shall be identified with the name or logo of the CONTRACTOR. All equipment working on or adjacent to the roadway shall be equipped with the proper warning devices (i.e., strobe lights or flashing lights, slow-moving symbols and arrow boards). Furthermore, trucks shall be equipped with "Stay Back 200-ft Signs" and pattern lights (e.g., lights illuminating the back of the truck so that the driver can observe the pattern of his sand/salt coverage.) All trucks for snow & ice operations shall have an identification number clearly marked on three sides.
- 106.4** All equipment shall be in good working order and available for service 24 hours per day, seven days a week. The CONTRACTOR shall be prepared to promptly replace any down equipment, at any time. Based on past experience, the CONTRACTOR should expect to have to replace equipment with backups due to prolonged repairs and/or accidents in the field involving Contractor equipment. It should be noted that all equipment referenced will be dedicated to this contract and will not be available for other contracts. The DEPARTMENT reserves the right to inspect equipment and its usage, condition and availability at any time during the course of this contract. Any deficiencies not corrected immediately, or repeated deficiencies, will be considered to be a breach of contract. During snow and ice operations, no equipment shall be down for more than 1 hour without being replaced. CONTRACTOR will replace any equipment down for more than 1 hour with like equipment. CONTRACTOR should anticipate having to replace equipment with backup(s) during extended snow/ice events.
- a) During snow & ice operations, should fleet numbers drop below the DEPARTMENT-specified minimum (per equipment list in section 106.2), then the DEPARTMENT reserves the right to assess a liquidated damages of \$500/hour rounded to the nearest 30 min. per deficient truck count until the minimum truck count is achieved again. Liquidated damages will be assessed for trucks that are parked or not moving for more than 45 minutes, location not withstanding, including along the highways, at salt/sand locations, DEPARTMENT facilities, CONTRACTOR facilities, etc. once freezing precipitation begins and conditions are such that the roadways require treating and until all highways in Tulsa and part of Rogers Counties are clear of the frozen precipitation as determined by the DEPARTMENT. Liquidated damages will not be assessed and payment will be made for trucks parked along the highways when directed by the DEPARTMENT for staging purposes in anticipation of freezing precipitation and prior to the beginning of such precipitation. The assessment of liquidated damages will be made using the GPS equipment required in Section 106.2b.
- 106.5** SUBCONTRACTORS trucks should have necessary modifications to support/operate hydraulic plows and spreaders. Trucks to be used for snow and ice events shall be equipped with heavy duty bumpers that will accommodate 12' articulating snow plows. The trucks shall also be equipped with hydraulic systems capable of operating plows and spreaders of each truck. Any trucks requiring hydraulic retrofits shall be completed on or before Oct. 1, 2020. CONTRACTOR and SUB-CONTRACTOR shall provide a schedule with shop names performing this work. SUBCONTRACTOR should acknowledge in agreement that he has read and understands all requirements for snow/ice operation as outlined in this scope of work. The DEPARTMENT will work with the CONTRACTOR on an agreed snow-and-ice plan that coincides with the minimum equipment requirements of this contract. This plan will draw upon past DEPARTMENT experience in snow-and-ice fighting techniques. The CONTRACTOR must understand that this plan serves only as a minimum guideline, and that he may have to supplement any given route with additional equipment and manpower to meet the performance requirements of this contract. The CONTRACTOR will be responsible for assigning the actual truck and driver to any route. The CONTRACTOR will be responsible for insuring that the drivers are familiar with their routes prior to the onset of adverse weather.
- 106.6** The CONTRACTOR shall calibrate his spreaders in a dry-run prior to an actual snow & ice event. Although the DEPARTMENT's manuals specify minimum application rates (550 #/lane/mile for salt/sand mixture and 180 #/lane/mile for pure salt), the actual application rate for salt or sand will vary depending on the weather and condition of roadway. Historically the DEPARTMENT has had good success with a 1 part sand to 1 part salt ratio mix. It may become necessary in adverse weather conditions to go to 2-1 or 1-1 mix. The DEPARTMENT reserves the right to strengthen the salt portion of the mix. In extremely cold temp, the DEPARTMENT may ask the CONTRACTOR to use straight salt to break the ice. When this measure is put in effect the CONTRACTOR will be instructed to lower the gate of his spreader to 1" to 1 ½" opening, and will be instructed where to apply this straight salt. **However, intentional wasting or misuse of material shall not be tolerated**, and any such occurrences shall require an action-plan from the CONTRACTOR on how he will act to correct said abuses.

- a) To adequately monitor material usage, the CONTRACTOR shall maintain log of quantities and times when each vehicle is loaded with material, with said log to be made available to the DEPARTMENT at any time. After each storm, the CONTRACTOR is to supply the DEPARTMENT with this log in an electronic format acceptable to the DEPARTMENT. Failure to provide log 2 days after the storm will result in \$500.00 a day damage, which will be deducted from that months snow and ice operation installment.
- b) After a storm event, the CONTRACTOR shall sweep up any piles of wasted sand or salt that may be left upon the shoulders (e.g., as may be left if a truck was parked on the shoulder for an extended period, with its spreader still going). This material shall be loaded into trucks and deposited at the appropriate salt/sand storage locations. It shall not be swept onto the right-of-way. Also, due to an environmental issue, the CONTRACTOR will be responsible for the clean-up of salt/sand residue at salt sites after snow and ice storms.

106.7 To operate the above-mentioned equipment for snow & ice operations, the CONTRACTOR shall maintain additional CDL drivers. The associated costs shall be considered in the lump sum price bid for Snow & Ice Operations.

106.8 The CONTRACTOR is expected to be pro-active in continuously monitoring weather and anticipated ice and/or snow. Although the DEPARTMENT retains the right to contact the CONTRACTOR and specify that there be a call-out to combat a snow& ice event, the CONTRACTOR is expected to perform his own weather monitoring and activate a stand-by or callout on his own, without the need for the DEPARTMENT to do so.

NOTE: It is conceivable that there may be several occurrences in which the CONTRACTOR mobilizes, yet no precipitation occurs.

106.9 The CONTRACTOR will be expected to meet the following performance standards, in respect to ice & snow incidents:

- a) When humidity, precipitation and temperatures become favorable for the threat of icing conditions, the CONTRACTOR shall mobilize trucks and personal to monitor and place sand and/or salt to maintain skid resistance on all bridges, roads and ramps. The CONTRACTOR needs to be aware that bridges and overpasses usually ice up first, prior to the roadways. **The intent is to place these materials prior to ice formation.**
- b) After precipitation ends, all driving lanes on the interstate, state routes and shoulders must be cleared within 18 hours, and remain free of ice and snow.
- c) When inclement weather is reasonably expected, the CONTRACTOR shall be expected to arrange to have sufficient crew ready at the yard and or staged on highways and interchanges to respond in a timely fashion when the inclement weather hits. **It shall be insufficient to operate solely on the procedure of keeping employees at home and only calling them out after the inclement weather is already occurring.**
- d) The desired condition is to have the roads safe and passable at all times. When heavy adverse storm conditions persist, at least 50% of the travel lanes should be passable at all times, in both directions of traffic.
- e) **Liquidated Damages:**
 - e.1) For any given highway or associated ramps per county (as denoted by route designation), if all driving lanes are not free of ice/snow within 18 hours after the end of precipitation, the DEPARTMENT reserves the right to assess a flat-rate liquidated damages of \$10,000. **After 19 hours, a liquidated damages of \$1,000 per hour may be assessed until all the driving lanes are clear, up to a total liquidated damages of \$20,000 for that storm event, per roadway, per county.**
 - e.2) For any given highway or associated ramps per county (as denoted by route designation), if the DEPARTMENT determines that icy driving lanes are allowed to occur without any proactive and/or post-reactive action on the part of the CONTRACTOR, the DEPARTMENT reserves the right to assess a flat-rate liquidated damages of \$10,000. After 1 hour of icy conditions without any sand/salt treatment, a liquidated damages of \$1,000 per hour may be assessed until sand or salt is placed in a manner to restore skid resistance, up to a total liquidated damages of \$20,000 for that ice event, per

roadway, per county.

- e.3) The need of the DEPARTMENT to assess a liquidated damages shall be considered a deficiency on the part of the CONTRACTOR that will require “curing”, as detailed in Section B.7.5.of the Solicitation Package..
- e.4) Any liquidated damages shall be assessed against the total aggregate sum of this contract, and shall not be constrained by the bid amount for any individual pay item in which the liquidated damages was incurred.

106.10 The DEPARTMENT will order salt and sand and will cause its delivery to the various salt sheds within the Tulsa County area. The DEPARTMENT will also meet the deliveries, tell the delivery truckers where to dump and will perform any further stockpiling of the deliveries into the sheds. There are presently three such permanent and one temporary salt sheds, located at the following locations:

- a) 145th E. Ave and Admiral, Tulsa
- b) 5409 W. Edison, Tulsa
- c) US-75 and SH-20, Tulsa

106.11 It shall be the CONTRACTOR’s job under this contract to:

- a) Manipulate the sand and salt into the ratio specified by the DEPARTMENT and stockpile same, if the DEPARTMENT has not already done so.
- b) To load the sand and/or salt into the trucks during snow/ice events and keep the log specified in Section 106.6. This loading will be for all the ice & snow operations, as required under this Appendix A.
- c) The equipment and man-hours to perform the above work (including the loading of trucks for non-interstate snow & ice operations) shall be considered to be included in the price bid for “Snow & Ice Operations for interstates”.
- d) Should the CONTRACTOR damage the DEPARTMENT’s salt shed or related facilities, then the cost to repair said damage will be deducted from the CONTRACTOR’s payments.

106.12 The CONTRACTOR will be expected to straighten up excess loose materials at the salt shed facilities and perform any general yard clean-up, after the storm, to the satisfaction of the DEPARTMENT.

SECTION 108. RADIO COMMUNICATIONS

It is imperative that the CONTRACTOR is able to communicate with all maintenance personnel at all times. All licensed equipment (whether for general maintenance services or for snow & ice operations) shall be equipped with two-way radios, capable of reaching all of the 3-county service area. Hand-held radios shall be supplied to operators on heavy equipment. CB radios are NOT acceptable. Five (5) hard-wired mobile radios and three (3) hand-held radios w/ chargers shall be provided to ODOT personnel to communicate with the CONTRACTOR as needed. All supervisors shall be equipped with a local cellular phone as well for communication with ODOT staff.

SECTION 109. SPECIAL EVENTS

There is a pay item for “Special Event”, payment per each event, for the CONTRACTOR to set up a stage, chairs and a public-address system for various dedications and other STATE events. Manpower for these events may come from the core group; the price bid for “Special Event” shall be considered payment-in-full for any rental or other associated costs. The stage platform shall be suitable for 12 people, with up to 100 chairs being required.

APPENDIX B
REVISED PAY ITEM BID SHEET
ODOT DIVISION 8, ROUTINE MAINTENANCE
TULSA COUNTY AND PART OF ROGERS COUNTY
GENERAL MAINTENANCE SERVICES
“CORE”

Contract I.D. No. _____

PAY ITEM.....	QUANTITY	BID PRICE	UOM	EST. YEARLY EXTENSION
I. CORE GROUP				
1. Manpower, equipment and facilities [Appendix A]	33,600	\$ _____	HOR	\$ _____
Bid for core crew is for required manpower and equipment to be paid by the actual hours worked and paid monthly after month is completed				
II. ADDITIONAL MANPOWER (PER MAN HOUR): [Appendix A. Section 103]				
2. Foreman / Operator	250	\$ _____	HOR	\$ _____
3. Laborer	250	\$ _____	HOR	\$ _____
4. Certified ODOT Welder	25	\$ _____	HOR	\$ _____
5. CDL Truck Driver	250	\$ _____	HOR	\$ _____
6. Concrete Finisher	50	\$ _____	HOR	\$ _____
III. ADDITIONAL EQUIPMENT. ALL PRICES TO INCLUDE FUEL AND INSURANCE. THE HOURLY RATE INCLUDES OPERATOR, EXCEPT PICKUPS. ALL UNIT PRICES ARE PER “EACH” PIECE OF EQUIPMENT: [Appendix A. Section 103.]				
A) Track Hoe w/bucket (Cat 320)				
7. By the Hour (4 hour minimum)	150	\$ _____	HOR	\$ _____
8. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
9. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
B) Backhoe (CAT 416C)				
10. By the Hour (4 hour minimum)	100	\$ _____	HOR	\$ _____
11. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
12. By the Month (up to 175 hours month)	6	\$ _____	MO	\$ _____
C) Dozer (D-5)				
13. By the Hour (4 hour minimum)	100	\$ _____	HOR	\$ _____
14. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
15. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
D) 10-Wheel Dump Truck (50,000 lb)				
16. By the Hour (4 hour minimum)	250	\$ _____	HOR	\$ _____
17. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
18. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
E) Semi-Tractor Trailer w/Dump Bed 80,000 GVW				
19. By the Hour (4 hour minimum)	250	\$ _____	HOR	\$ _____
20. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
21. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____

PAY ITEM.....	QUANTITY	BID PRICE	UOM	EST. YEARLY EXTENSION
F) Crew Truck (3/4 ton)				
22. By the Hour (4 hour minimum)	125	\$ _____	HOR	\$ _____
23. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
24. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
G) Graders (Deere 770 w/ EROPS)				
25. By the Hour (4 hour minimum)	500	\$ _____	HOR	\$ _____
26. By the Week (up to 40 hours week)	10	\$ _____	WKR	\$ _____
27. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
H) Front End Loaders (2-1/2 Cubic Yard)				
28. By the Hour (4 hour minimum)	250	\$ _____	HOR	\$ _____
29. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
30. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
J) Dump Truck (26,000 lb)				
31. By the Hour (4 hour minimum)	250	\$ _____	HOR	\$ _____
32. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
33. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
K) Additional Specialized Equipment			<u>Cost + 10%</u>	
IV. SNOW AND ICE OPERATIONS				
34. Per Year [per Appendix A. Section 106]	1	\$ _____	LSUM	\$ _____
Lump Sum divided by 12				

TOTAL BID (LUMP SUM CONTRACT)..... \$ _____

CONTRACTOR'S NAME: _____

BID AWARD: The STATE reserves the right to award the contract to the lowest and best responsible bidder. In the event of math errors, the unit price shall remain unchanged; only the price extension will be corrected prior to evaluating the bids. A bid may be rejected if a "bid unit price" is unbalance; before awarding the contract, the STATE reserves the right to request cost breakdowns for any of the contract pay items.

The STATE may use less, more or none of these pay items.

This contract is in effect for 12 months originally, and may be renewed annually for 12 months, for up to four total renewals, *Upon mutual agreement by the STATE and the CONTRACTOR, this contract may be renewed for another year, for up to four total renewals*, at a negotiated price escalation not to exceed 2% may occur at the time of renewal.

BID BOND: A bid bond in the amount of \$5000.00 must be submitted with the bid.