New York University

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Snow and Ice Management SOW
INTRODUCTION

NYU is committed to having safe, clean, and well-maintained interior and exterior areas. This requires the NYU snow and ice management Contractor to maintain all areas, identified below, free of snow and ice. NYU considers effective and timely snow removal and ice control to be a business critical operation and strict adherence to these specifications is required. The following specification outlines the snow and ice control services that the Contractor shall provide to NYU. See Section F for definitions of the terminology used in this document.

A. NYU’S EXPECTATIONS

1. GENERAL EXPECTATIONS:

1.1 Contractor shall perform snow and ice control services as designated in this specification. All snow and ice control services listed in this document are included on a per event level rate (Level Rate) or per annual rate (Annual Rate) as set forth in the Rate Agreement. The per event Level Rate and Annual Rate include all labor, material, equipment, and taxes required to perform the services.

1.2 A slip free environment is absolutely essential for all students, family, employees and general public pedestrians, thus NYU expects the Contractor to be diligently pursuing this goal during any snow event, immediately after the snow stops falling, and during any time icy conditions may develop. NYU’s goal is bare pavement on the sidewalks, courtyards, steps and parking areas as outlined below in Section B.

1.3 This Scope of Work identifies work requirements for included NYU Buildings.

1.4 The Site Plan will delineate areas to be maintained under this Scope of Work. Areas included may be for NYU property only, or NYU plus additional areas. An example of this would be sidewalks located adjacent to but outside of the delineated property. Governmental requirements may obligate NYU to perform snow and ice control services in these areas. Contractor shall be solely responsible for determining and complying with any such governmental requirements – see Section C. 1.9.

1.5 Contractor shall proactively monitor and prepare for all weather events where services specified under this Scope of Work are likely to be required. Contractor shall alert NYU Facilities Management via email. For pending conditions that would be likely to create a Critical Event, a snow or ice event equal to or greater than a Level 5 as defined in Section F), Contractor shall establish a conference call for the purposes of providing NYU with an update on weather conditions and Action Plan to address critical snow or ice events.

1.6 Contractor shall be responsible for ensuring that reasonable and customary equipment, labor and materials are available and dispatched to the respective NYU locations in order to ensure that snow removal and ice control services are performed in a timely manner and in compliance with any time requirements contained herein.

1.7 It shall be the Contractor’s responsibility to ensure an adequate supply of salt and/or deicing agents is available throughout the event/season.
B. SNOW AND ICE CONTROL EXPECTATIONS - KEY PERFORMANCE INDICATORS

1. CRITICAL SERVICE AREAS and PRIORITY OF SERVICE:

1.1 While the following areas are deemed critical to NYU’s on-going business operations, the list is not meant to preclude any area from service nor dictate the manner, method or sequencing of Contractor’s snow removal and ice control activities. It is being provided solely to assist the Contractor in its establishment of an efficient and effective workflow program to achieve the services required herein. These areas include sidewalks between NYU buildings and the curbs, exterior steps, courtyard areas, parking lot entrances, building entrances, parking areas, truck dock areas and service drives to the truck dock areas, and pedestrian path of travel from parking to building entrances.

2. SIDEWALKS/STEPS/COURTYARDS/PARKING AREAS/LOADING DOCK AREAS

2.1 During Business hours: The following are considered critical service areas and are to be considered high priority areas. Contractor shall keep all areas such clean and free of snow and ice to the best of their ability during business hours. Contractor shall keep clear all sidewalks and steps, courtyards, parking lot entrances and parking lot drive aisles. Such work shall be performed in a manner so as to not to impede normal business operations, and to ensure a safe environment while entering and exiting the properties. Non-business hours: Beginning within one (1) hour of the snow event, Contractor shall begin removing snow and ice and must apply deicing agents as required to maintain the required safety level.

2.2 Business hours: Contractor shall clear parking lot drive aisles in a way not to block in cars or areas that need to be accessed. Non-business hours: Contractor shall clear parking drive aisles in a way not to block in cars or areas that need to be accessed by overnight or early morning commuters.

2.3 Business hours: If snow stacking is required, Contractor shall stack the snow away from the above mentioned areas, and in a location that does not impede parking or access to the buildings. Non-business hours: The Contractor shall stack snow in designated areas as defined in the Pre-Season Walk-through Meeting.

2.4 Business hours: Upon completion of the critical service areas, Contractor shall plow or sweep open parking spaces (5 or more together), with the front areas nearest to the building entrances being the highest priority. If the snow has stopped falling, the Contractor shall continue to plow parking spots as they become available. Non-business hours: The Contractor shall clear all parking spots.

3. SNOW STACKING/STAGING ON NYU PROPERTY:

3.1 Contractor shall stack snow on site in areas agreed to by NYU Facilities Management. This shall be determined in the Pre-Season Walk-Through.

3.2 Contractor may also stage equipment on-site during the snow season for equipment solely used in the snow removal and ice control activities performed on the NYU property. Vendor shall note location to stage equipment on the site plan during the pre-season walkthrough meeting. NOTE: NYU shall not be held liable for any damage, loss or claims resulting from NYU’s accommodation to allow on-site storage of Contractor’s equipment. NYU reserves the right to have Contractor relocate or remove equipment from the site. Contractor shall not perform maintenance activities on-site for any equipment building or staged. At the end of the season or no later than May 1, Contractor shall remove all equipment staged on site.
3.3 When stacking snow, care shall be taken to avoid damaging landscape. Any landscaping that is damaged as a result of stacking will be repaired/replaced at Contractor’s expense.

3.4 Contractor shall be responsible for complying with any and all local ordinances applicable to maximum height and locations for stacking snow.

3.5 Contractor shall keep drains clear and stack snow in higher areas to promote drainage.

3.6 Sidewalk Equipment: Contractor shall use non-steel tipped blades when plowing concrete sidewalk areas, contractor is encouraged to use alternative equipment to minimize rust stain damage to concrete sidewalks and curbs.

3.7 Contractor may not utilize equipment larger than a skid steer on sidewalks.

4. OFF-SITE SNOW REMOVAL/HAULING FROM NYU PREMISES OPTIONAL WITH CONTRACTED PRICING:
   Contractor shall contact NYU Facilities Management via cell phone to when in the event that hauling is required. If off-site hauling is required, contractor shall submit a proposal to NYU Contract Management for hauling. Vendor shall not proceed with hauler work prior to receipt of updated PO and work order.

5. ICE CONTROL:

5.1 Business Hours: Contractor shall maintain an ice/snow free (i.e. bare pavement) environment. See Section 2 - Sidewalks/Steps/Courtyard/Parking Areas/Loading Docks above for specific expectations.

5.2 Non-Business Hours: Beginning within one hour of the event, the contractor will maintain an ice/snow free (i.e. bare pavement) environment. See Section 2 - Sidewalks/Steps/Courtyard/Parking Areas/Loading Docks above for specific expectations.

5.3 Magnesium Chloride, (pellet or liquid), or equivalent, will be required on front sidewalks and any area within fifty (50) feet of entrance doors. Alternative de-icing product can be used in general areas.

5.4 No limit on minimum expected accumulation for this service to begin other than conditions must be hazardous enough to form ice. Contractor may pre-treat at its discretion to address conditions.

5.5 Contractor shall comply with local ordinances relating to specific de-icing agents that can and cannot be used and shall assume the full responsibility for determining permissible de-icing agents from governing bodies and complying with these ordinances.

5.6 Sand will only be used at below zero degrees Fahrenheit or when de-icing agent is ineffective.

5.7 No Sand Zone: No sand will be used within fifty (50) feet of the entrance doors. This area will be maintained using Magnesium Chloride only (unless the area is near sloped entrances).

5.8 “SAND ONLY” applications will only be permitted where local ordinances specifically prohibit the use of Magnesium Chloride to assist in ice removal.

5.9 Contractor is responsible to secure adequate supply of deicing agents, including but not limited to salt, sand and/or chemical treatments.

C. CONTRACTOR DUTIES AND RESPONSIBILITIES

1. DUTIES:

1.1 Contractor shall begin performing the snow and ice control services on an as needed basis. All snow and ice control services are to be charged on a Per Event (Level Rate), or Per Year (Annual Rate) at the rates set forth in the Rate Agreement.

1.2 Contractor shall perform services in a safe and professional manner and comply with all applicable federal and state OSHA regulations and guidelines.
1.3 Contractor shall perform all of its snow and ice control services in such a manner so as to not unreasonably interfere with business operations.

1.4 Contractor’s employees shall, at all times, be under the direct control of a supervisor whose responsibility it is to ensure that their employees perform all duties in accordance with the standards set forth in this document and in a professional manner. NYU has a zero tolerance level for unprofessional behavior and language. Contractor and its employees and or preapproved subcontractors performing work on NYU property are expected to perform in a professional and courteous manner. Failure to do so shall result in actions being taken against the Contractor including but not limited to non-compliance fees being assessed per violation or termination. See Section E-1.3.

1.5 Contractor shall use equipment reasonably required to provide the service required by this agreement. NYU may request, and Contractor must provide via email to NYU FM Leadership within 24 hours, a list of equipment used by site to verify performance expectations will be met. [See NYU Snow And Ice Management - Contractor Equipment List by Building Exhibit #1]

1.6 Contractor is required to have a list of all Subcontractors (if applicable) and two (2) emergency contacts which will be available twenty four (24) hours per day, seven (7) days per week. NYU will provide the template for providing this information to be input, and it shall be returned via email to NYU FM Leadership before October 1 of each year. Changes to the list will be provided to NYU within twenty-four (24) hours of any change via email to NYU FM Leadership. This list will include designated back-ups for snow and ice control. [Refer to Exhibit #2 – NYU Snow & Ice Management Contractor/Subcontractor Contact Listing]

1.7 If Contractor receives and acts upon building requests that are made directly to them without a issued work order for services for which pricing would apply, Contractor shall notify NYU Contract Management within twenty four (24) hours of action being taken, stating the nature of the work and the name/position of the requesting party. In these situations, for any work performed that is emergency in nature, NYU will make payment to Contractor at Level 1 pricing, at a minimum. For non-emergency situations, Requesters should be directed to contact NYU Facilities Management for a work order.

1.8 A member of the Contractor’s management team shall perform quality inspections, including a minimum of 5 digital pictures per snow event. These inspections shall be made during or immediately following a storm event. The inspection report shall be provided upon request by NYU within 48 hours via email to NYU FM Leadership. [Refer to Exhibit #3 – NYU Snow Event Inspection Report]

1.9 It is the responsibility of the Contractor to ensure all local ordinances are known and complied with when performing services, to include items such as; fire lane accessibility, overnight noise ordinances, city sidewalk ordinances, and egress/ingress issues.

1.10 It is the responsibility of the Contractor to understand and adhere to all local and state environmental regulations for snow stacking and storage of salt or other agents used in de-icing.

2. PRE SEASON WALK-THROUGH MEETING:

2.1 Contractor shall inspect all included areas with NYU Facilities Management by October 1. At this time, the NYU representative and the Contractor shall note the following items on the Site Plan [Refer to Exhibit #4 – NYU Snow and Ice Management Plan]:
- Existing damage: sidewalks, curbs, signs, planters, light poles, asphalt and landscaping
- Stacking/storage areas: on pavement and grounds. Snow will be stacked/staged on site in a manner that will maximize available parking and avoid any distractions and safety issues.

2.2 Deadlines for the pre-season meeting shall be set by NYU Vendor Management and communicated to the Contractor via email thirty (30) days prior to deadline. Photographs of existing damage and documentation on the Pre-Season Field Inspection Form [Refer to Exhibit #5 – NYU Snow and Ice
Management Pre-Season Inspection Form of this meeting must be given to NYU (via e-mail upon request within 48 hours to NYU FM Leadership) along with a color scanned copy of site plan showing included areas and snow storage areas.

2.3 Site plan will define perimeter of area to be maintained. Details within boundaries shall be finalized at Pre Season Walkthrough Meeting.

3. POST SEASON WALK-THROUGH MEETING:

3.1 Contractor and NYU shall survey all areas to identify any damage caused by the Contractor. Contractor shall complete all such repairs at its sole cost and expense. Walkthrough meeting shall be completed within 30 days of final snowfall of the season. Prior to pre-season walkthrough visit, contractor shall contact NYU Facilities Management to coordinate visit.

3.2 Contractor is responsible for removing and cleaning excess salt and sand.

3.3 The Post Season Field Inspection Form and the photographs created in the Pre-Season Walk-through will be used to resolve any discrepancies/disputes in what damage was caused, if any. Absence of documentation will be construed against contractor. [Refer to Exhibit #6 – Post Season Field Inspection – NYU Snow & Ice Management]

3.4 An NYU Representative may perform periodic checks during season on parking lots and report any damages to Contractor.

3.5 All damages shall be repaired or rebuilt to a condition at least equal to the condition prior to the commencement of services for the then current contract period. Such work shall be performed at no additional cost to NYU and to NYU’s reasonable satisfaction.

3.6 All such repair work shall commence within thirty (30) days after the Post Season Walk-Through Meeting and shall be diligently pursued to completion. In the event that the Contractor shall not have commenced with such repair and restoration work within the 30 day period NYU shall have the right to self-perform any and all cure activities required to rebuilding the site improvements to a condition equal to the condition such improvements were in immediately prior to the commencement of the season and recover all such costs from the Contractor. NYU reserves the right to pursue recovery of such costs through any means available to it including but not limited to offsetting such costs from any amounts that may be due and payable to Contractor.

4. VENDOR BUSINESS REVIEWS:

4.1 At NYU Facilities Management’s discretion, Contractor will participate in annual, or as required, Contractor Business Reviews with NYU Facilities Management. Vendor business reviews will be coordinated by NYU Facilities Management.

4.2 Contractors’ performance will be reviewed by factors including but not limited to: quality of services provided, timeliness of service provided, timeliness and accuracy of billing, and work order management.

4.3 Contractor is responsible for retaining work order data and Site Visit Reports for all assigned locations. This data may be utilized for Vendor Business Reviews. Contractor is responsible for filling out form in which information needs to be provided regarding current performance and status.

4.4 Metrics may be updated/changed at NYU’s discretion to more accurately reflect performance of Contractor. NYU will partner with Contractor if any changes are to occur and to communicate any updated documents/metrics.

4.5 Critical Vendor Reviews will be performed on an as needed basis upon notice to the Contractor. A Critical Vendor Review is a meeting held as a result of Contractor’s repeated or significant failure(s) at one or several buildings where indications would be that it has failed to meet the SOW requirements. NYU reserves the right to require an in-person meeting with appropriate business level partners.
D. PRICING • LEVEL OF SERVICE • STORM CLASSIFICATION: \{N/A-Cost included in the negotiated Price\}

1. PER EVENT PRICING (LEVEL RATE):

1.1 Base pricing: For a Per-Event Agreement, all prices and quotations on Rate Agreement will be based on a per-event basis. All de-icing application(s) will be included in single event pricing within each level. Only NYU Facilities Management is authorized to approve any extra service, which would generate a work order for services beyond the contract specifications.

1.2 PER EVENT (or per storm) will be henceforth defined as: A time period of continuous snowfall or freezing rain with a twelve (12) hour separation between storms before a new classification will be issued. See Per-Event Pricing [Refer to Exhibit #7 – NYU Snow & Ice Management Per Event Pricing Worksheet] for specific pricing breakouts.

1.3 CLASSIFICATION OF EVENT OR STORM FOR FREEZING RAIN, ICE CONDITIONS OR SNOW WILL BE AS FOLLOWS (as measured in the approximate middle of the affected areas):

   Level 1: Ice control/freezing rain services (anti or de-icing treatments only; no shoveling, sweeping or plowing is needed)
   Level 2: Slush/Ice control/freezing rain services less than 2”
   Level 3: Snow/Ice control/freezing rain services from 2” to 4”
   Level 4: Snow/Ice control services from 4-6” accumulation
   Level 5: Snow/Ice control services from 6-12” accumulation
   Level 6: Snow/Ice control services from 12-18” accumulation
   Level 7: Snow/Ice control services with accumulation greater than 18” will be priced per inch above

1.4 Vendor may be asked to verify snowfall totals for NYU at NYU’s discretion. These snowfall events will be verified with the National Weather Service, or similar nationally recognized weather data resource.

2. ANNUAL PRICING (ANNUAL RATE): \{N/A-Cost included in the negotiated Price\}

2.1 Paid in equal installments from January to December.

2.2 All snow removal and ice control services required under this Scope of Work Specification shall be included in the ANNUAL RATE pricing.

2.3 NEW BUILDINGS/CHANGES:
   NYU may periodically add or modify buildings or services to current locations. NYU will notify Contractor and both parties shall work in good faith to come to agreement on any pricing changes. Changes to the contract will be recorded with an amendment.

E. PENALTIES FOR NON-COMPLIANCE OF EXPECTATIONS - KEY PERFORMANCE INDICATORS:

1.1 Contractor will be notified by NYU Facilities Management if the services outlined in Scope of Work were not completed to expectations and will be given two (2) hours from issuance of the notice to complete the services. Non-compliance Penalties may be imposed after 1.) expiration of the two hour commences to cure period and Contractor has continued to fail to address the non-compliance infraction; and 2.) second occurrence of non-compliance (any aspect) at the same location during the same snow season.
1.2 Snow removal and ice control at NYU properties is business critical. NYU and Contractor will review non-compliance on a case-by-case basis. All Penalties will be applied per location, per event. Non-compliance Penalties are based on the snow and ice control specifications provided herein. Any Penalties levied shall not limit Contractor's liability related to property and personal injury.

1.3 Any Penalties assessed against the Contractor will be a monetary fee per event per location based upon severity of the failure as determined by NYU. Repeated failures are not acceptable to NYU and may result in termination, as determined by NYU in its sole and absolute discretion.

1.4 Any failure by Contractor to perform and deliver the results outlined in this agreement that cause NYU to incur additional expense will be deducted from Contractor’s payment including an administrative fee.

F. DEFINITIONS:

**Agreement Commencement Date** - exact date in which the Contractor is under contract with NYU

**Bare Pavement**- no ice and/or snow on the ground

**Facilities Management**- group that manages, supports, maintains, and enhances buildings for NYU

**Critical Event**- Anytime when snow accumulation amounts may be equal to or greater than a Level 5 Event (regardless of contract pricing – Level or Seasonal) within any 24 hour period – this may be multiple snow events within the 24 hour period).

**Data Sheet**- part of the agreement between NYU and Contractor

**Freezing Rain**- precipitation that freezes on the ground and creates slippery conditions

**Ice Control**- the process of dealing with ice, freezing rain and snow-pack

**Level Rate**- price for services per event, per level, per location basis (includes all labor, material, and equipment required to perform services) \{N/A-Cost included in the negotiated Price\}

**Location**- includes NYU Buildings

**Magnesium Chloride** - less corrosive anti/de-icing agent

**Rate Agreement**- part of the Agreement between NYU and Contractor that includes locations, pricing breakdown and additional information

**Seasonal Rate**- All inclusive price from January to December

**Site Plan**- graphical representation of area
EXHIBITS (to be developed by Contractor prior to bid award):

Exhibit #1 - NYU Snow and Ice Management - Contractor Equipment List by Building

Exhibit #2 - NYU Snow & Ice Management Contractor/Subcontractor Contact Listing

Exhibit #3 - NYU Snow Event Inspection Report

Exhibit #4 - NYU Snow and Ice Management Plan – Per Event

Exhibit #5 - NYU Snow and Ice Management Pre-Season Inspection Form

Exhibit #6 - NYU Snow & Ice Management Post-Season Field Inspection Form

Exhibit #7 - NYU Snow & Ice Management Per-Event Pricing Worksheet