



CITY OF NEWBURYPORT

DEPARTMENT OF PUBLIC SERVICES

SNOW REMOVAL AGREEMENT

WINTER 2019 – 2020

The City of Newburyport and the Department of Public Services (DPS) is pleased to offer this agreement for providing your services for snow plowing and removal during the Winter Season of 2019 – 2020. This agreement consists of the terms and conditions the Newburyport Department of Public Services is requiring of all snow removal contractors.

It is important to be aware all equipment used for plowing or hauling of snow within the City of Newburyport shall be available on a 24 hour/7 day basis. No premium shall be paid for Saturdays, Sundays, or Holidays under this agreement.

- A. The vehicles must be available with a qualified driver at all times; day, night and weekends from November 1, 2019 to April 15, 2020.**
- B. Trucks must be equipped with the following:**
 - a. Plow frame and plow, in good working order
 - b. A minimum of one (1) Amber Warning light
 - c. A minimum one-quarter inch (1/4") tread on tires
 - d. All plows must have a replaceable cutting edge in good condition
 - e. One (1) complete set of vehicle chains
 - f. Cell phone
 - g. Reflectorized ANSI Class II safety vest or jacket or better
 - h. Valid Registration in vehicle
 - i. Valid Insurance as stated in Agreement
 - j. Valid Inspection Sticker
- C. The driver of each vehicle must physically sign-in and sign-out at the dispatch Office.** The driver of each vehicle must sign out, regardless of reason for leaving (breakdown, etc.), to be paid.
- D. All contractors will be paid from the time the equipment and operator arrives at the Department of Public Services, 16A Perry Way, Newburyport and checks in.** Contractors are required to report within 60 minutes from notification from DPS.
- E. Contractors that repeatedly arrive after 60 minutes may be considered unresponsive and replaced at the discretion of the Director.** Increased travel times may be allowed with the prior approval of the Director or their representative.
- F. All contracted vehicles will pick up at each storm, (2) magnetic Newburyport Contractor door signs.** These signs shall be attached to the vehicle during the entire time while under contract with the City. Failure to not attach or remove these signs shall result in non-payment and/or dismissal at the sole discretion of the Director or their representative. Signs must be returned at the end of the snow event.

- G. All vehicle operators are allowed a 15 minute paid break every four hours and a 30 minute paid break every 8 hours. All breaks must be requested and approved through the dispatch office.
- H. Any contractor who must exit their vehicle for any reason is required to wear a reflectorized ANSI Class II safety vest or jacket or better.
- I. Anytime a driver leaves the vehicle, the driver **MUST** contact the Dispatch Office **BY MOBILE** phone. The driver will also notify the Dispatch Office when plowing resumes.
- J. All contractors are required to stay on assigned routes and only plow designated roadways. No private or residential plowing is authorized while under contract during plowing operations. Performing other work or being outside assigned work area during plowing operations will result in termination and forfeiture of payment.
- K. Trucks must be equipped as stated upon arrival at the Department of Public Services Facility, 16A Perry Way Newburyport, Massachusetts. The City will supply sand for ballast if needed.
- L. When snow and/or ice conditions make it impossible to plow snow, the vehicles chains must be installed immediately thereafter by the Contractor at no additional cost to the City.
- M. **All equipment signed on by the city shall be inspected prior before October 25th of this season to being accepted by the City. DPS mechanics will conduct a free inspection at your convenience to ensure equipment is in good working order.** Vehicles without DOT safety equipment will be immediately dismissed. Any equipment that is deemed in poor condition by DPS mechanics will not be hired for the season.
- N. The owner shall carry and maintain during the term of this contract **November 1, 2019 to April 15, 2020**, insurance as specified below in the Agreement and in such form as shall protect him/her and any sub-contractor performing work covered by this service contract from all liability claims for damage for personal injury, including accidental death and for property damage which may arise from operations under this contract, whether such operations by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. The owner's policy shall further agree to hold the City of Newburyport harmless for any and all claims or judgments for damages, both for persons and property. The owner shall furnish to the City a copy of his/her insurance company's Certificate of Insurance.
- O. Refueling of vehicles will be the responsibility of the Owner. No fuel will be provided by the City or at the City pumps. At this time no fuel adjustment will be authorized. The Director of Public Services will review and implement a fuel adjustment at his discretion.
- P. Intentional left blank.
- Q. The City, at its discretion, may issue GPS equipment to a contractor. The GPS system will be utilized as a way to increase safety track vehicle location and redeploy or dispatch equipment.
- R. Contractors making a good faith effort to repair broken equipment during a work shift shall be compensated for up to one hour to make repairs. If the equipment cannot be repaired, it shall be removed from service after this time. Each piece of equipment will only be compensated for one breakdown per storm event.

- S. The Contractor shall be liable to clean up and remove any and all fluids, debris, spills, etc, that result from any breakdowns or repair work. If a release or spill is a reportable condition to the Department of Environmental Protection (DEP), the Contractor is required to notify DEP and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Contractor's sole expense.
- T. The City of Newburyport reserves the right to plow and/or sand/salt without contacting the hired Contractors. If there is plowable snow in only parts of the City, the Department reserves the right to use whatever combination of forces is necessary to clear the streets. It should be noted that this situation is rare and is avoided if possible. It is the City's policy to begin plowing operations after 2-3 inches of snow depending on weather and other factors.
- U. All State Laws and Wage Rates must be complied with.
- V. The Contractor will be guaranteed a 4-hour minimum pay per event.
- W. The Contractor shall not confront in a negative or combative manner, or disrespect any member of the general public who may be questioning, confronting or commenting about the Contractors plowing technique or practice. These residents should be directed to contact DPS in regards to their concerns. Failure to show respect to the general public is subject to this agreement being voided at the discretion of the DPS Director or Deputy Director.

X. Plowing Vehicle Rates for 2019 – 2020 (revised 9/30/19)

a. Class 3	GVWR	8,800 to 14,000 lbs	single axle	\$85.00/hr	Ex: Ford F350, GMC Sierra 3500
b. Class 3	GVWR	10,001 to 14,000 lbs	dual axle	\$85.00/hr	Ex: Ford F350, GMC Sierra 3500
c. Class 4	GVWR	14,001 to 16,000 pounds	single axle	\$85.00/hr	Ex: Ford F450, GMC 4500
d. Class 4	GVWR	14,001 to 16,000 pounds	dual axle	\$90.00/hr	Ex: Ford F450, GMC 4500
e. Class 5	GVWR	16,001 to 19,500 pounds	dual axle	\$90.00/hr	Ex: Ford F550, GMC 5500
f. Class 6	GVWR	19,501 to 26,000 pounds		\$100.00/hr	Ex: Ford F650, GMC C6500, 10W/Triaxle
Add: \$7.00/hr for Wing Plow					

Y. Plowing Equipment Rates for 2019 – 2020

a. Skid steer with AWD	with 8 foot blade or bucket	\$100.00/hr
b. Skid steer with AWD	with snow blower attachment	\$110.00/hr
c. Backhoe with AWD	less than 2 CY	\$90.00/hr
d. Loader with AWD	less than 2 CY	\$100.00/hr
e. Loader with AWD	2 CY to 3.99 CY	\$105.00/hr

Z. Hauling Rates for 2019 – 2020

a. Backhoe with AWD	less than 2 CY	\$90.00/hr
b. Loader with AWD	less than 2 CY	\$115.00/hr
c. Loader with AWD	2 CY to 3.99 CY	\$115.00/hr
d. 10 Wheel Dump		\$110.00/hr
e. Tri-Axle Dump		\$115.00/hr
f. Excavator	Please provide rate and Equipment Type	To be Determined
g. Dozer	Please provide rate and Equipment Type	To be Determined

Prices for other equipment will be negotiated upon Application

AGREEMENT

The following provisions shall constitute an Agreement between the City of Newburyport, acting by and through its Department of Public Services, hereinafter referred to as "City", and _____, with an address of 16A Perry Way, Newburyport, MA 01950 _____ hereinafter referred to as "Contractor", effective as of the ____ day of _____, 20____. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the City with snow plowing or snow hauling services for the 2019 – 2020 Winter Season. The Contractor shall perform all work in accordance with the specifications contained in and attached to this above Agreement.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required as per the Agreement. Written agreement between the City and the Contractor is required to extend the timeframe if completion is not achieved by said date.

ARTICLE 3: COMPENSATION:

The City shall pay the Contractor for the performance of the work as outlined in the Agreement in accordance with the provisions of the specifications, or as set forth in an attachment hereto.

The Contractor and its subcontractors shall not be compensated for any services involved in preparing to provide said services that are required and should have been anticipated by the contractor, as reasonably determined by the City.

The Contractor shall invoice the City per event. All invoices should include a narrative describing services accomplished, equipment used. The city will make all efforts to pay invoices within 45 days of date of invoice.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.

3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the City shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The City may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the City that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the City and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the City with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the City.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the City and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the City. Additionally, all amendments and changes shall be approved by the City Auditor prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the City or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

The Contractor shall also carry insurance in a sufficient amount to ensure the restoration of any plans, drawings, computations or other similar data relating to the services covered by this Agreement in the event of loss or destruction until all data is turned over to the City.

CERTIFICATION

1. Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contracts, and withholding and remitting child support.
2. I certify under the penalties of perjury that the Contractor has not given, offered, or agreed to give any person, corporation, or other entity other than a bona fide full-time employee of the Contractor any gift, contribution or offer of employment as an inducement for or in connection with the award of this contract, or the award of a contract to a subcontractor.
3. [if contract is for greater than \$100,000] I certify under the penalties of perjury that the Contractor has internal accounting controls as required by M.G.L. c.30, §39R(c), and that the Contractor has filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this agreement has been made and submitted in good faith and without collusion or fraud and any other person. As used in this certification, the words “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of individual submitting agreement

Name of Business

I, _____, hereby sign this agreement
(Contractors Name)

Certifying that I have read, understand and agree to comply with all the conditions stated within the City of Newburyport’s 2016 – 2017 Snow Removal Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR
by Corporate Officer
(If Applicable)

CITY OF NEWBURYPORT
by Deputy Director of DPS

Jamie Tuccolo, DPS Deputy Director

Date_____

Date:_____

Social Security Number or
Federal Identification Number

List of Requirements:

SUBMIT ALL REQUIRED PAPERWORK NOT LATER THAN October 20, 2018

- Snow Removal Agreement Certification
- W9 Form
- Certificate of Insurance (see agreement for coverage details)
- Current Vehicle Registration
- Copy of primary Operators Drivers license
- Copy of all secondary Operators Drivers License
- **Vehicle Inspection must be completed by October 25, 2019 (Call 978-465-4464 ext. 1705 to schedule a convenient time)**

Snow Removal Equipment Application 2019 – 2020

Company Name: _____

Contact Person: _____

Address: _____

Phone #: _____ Cell Phone #: _____ Fax #: _____

Alt Phone #: _____ Email: _____

<i>Year</i>	<i>Make and Model (ex: GMC 2500HD)</i>	<i>Registration #</i>	<i># of Wheels</i>	<i>GVW</i>	<i>Plow Size</i>	<i>Plow Rate (as per Agreement)</i>	<i>Plowing, Hauling or Both?</i>