# CITY OF NEWTON
# PURCHASING DEPARTMENT

***CONTRACT FOR PUBLIC WORKS***

## ***PROJECT MANUAL:***
**"2014 – 2015"**
## ON-CALL SNOW HAULING SERVICES
***INVITATION FOR BID #15-24***

**Bid Due Date: September 25, 2014 at 11:00 a.m.**

****PLEASE NOTE:**

**1. THIS BID IS FOR ON-CALL SNOW HAULING NOT SNOW PLOWING**

**2. THIS IS NOT A SOLICITATION FOR CONTRACTORS TO SIGN UP FOR FIXED RATE HAULING SERVICES. CONTRACT(S) WILL ONLY BE AWARDED TO CONTRACTORS SUBMITTING BIDS BY THE BID DUE DATE**

**SEPTEMBER 2014**

**Setti D. Warren, Mayor**

# CITY OF NEWTON

# NOTICE TO CONTRACTORS

# ON-CALL SNOW HAULING SERVICES BID #15-24

The City of Newton invites sealed bids from Contractors for

**On-Call Snow Hauling Services for the 2014-2015 Winter Season**

**Bids will be received until: 11:00 a.m., Thursday, September 25, 2014**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

This Invitation For Bids (IFB) was publicly advertised in accordance with M.G.L. c. 30B, §5 on Thursday, September 11, 2014. The City is soliciting bids for the Rental of Trucks and Equipment for on-call snow hauling services for the 2014-2015 Winter Season. The term of this contract shall extend from **contract execution until June 30, 2015.**

Contract Documents will be available online at **www.newtonma.gov/bids**, or pickup at the **Purchasing Department after 10:00 A.M., September 11, 2014.** It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email **purchasing@newtonma.gov** with your NAME, ADDRESS, PHONE, FAX **AND INVITATION FOR BID NUMBER.**

There will be no charge for contract documents.

**The term of this contract shall extend from contract execution until June 30, 2015.**

Enclosed please find the following forms:

Contract Specifications

Two (2) copies of Equipment Rental Form

Original Bid Form

Bidder's Qualifications and References Form

Indemification Agreement/Affidavit of Ownership Form

Certification of Tax Compliance

Certificate of Non-Collusion

Debarment Letter

IRS Form W-9

The Department of Public Works (DPW) and the City reserve the right to reject equipment not required. Upon a successful equipment inspection and acceptance of documentation, the City will then draw up the contracts with equipment listed on your returned Equipment Rental forms. **No equipment shall be hired unless and until the Public Works Department has completed its inspection of the vehicles offered and an executed contract is on file.**

**All bids shall be submitted as one ORIGINAL and one COPY.**

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

Sincerely,

Nicholas Read
*Chief Procurement Officer*
September 11, 2014

## INSTRUCTIONS AFTER BID SUBMISSIONS

## VEHICLES MUST BE INSPECTED AND APPROVED PRIOR TO CONTRACT AWARD

**In order to be considered for evaluation after the bid submission date, Bidders must follow these steps:**

a. Please list the equipment that you will use to provide hauling services on the attached 2014-2015 Schedule of Trucks and Equipment For Hourly Snow Hauling Services ("Schedule"), and provide all information requested.

b. Call the DPW Highway Division **(617) 796-1634**, to set up an appointment for an inspection of the equipment listed in your Schedule.

c. Upon approval of inspection, please provide Indemnification Agreement and Affidavit of Ownership Form; Certification of Tax Compliance, and Collusion Form; and Certificate of Insurance covering all vehicles listed and deliver it to the Purchasing Department, Room #204, 1000 Commonwealth Avenue, Newton, MA 02459.

The DPW and the City reserve the right to reject equipment not required. Upon a successful equipment inspection and acceptance of documentation, the City will then draw up the contracts with equipment listed on your returned Equipment Rental forms. **No equipment shall be hired unless and until the DPW has completed its inspection of the vehicles offered and an executed contract is on file.**

Bidders which are awarded bids, shall—with their signed contracts—also provide to the City the following;

**Certificate of Insurance**: The Certificate of Insurance must state that it covers snow plowing and removal operations in the City of Newton. All vehicles to be used for snow hauling in Newton must be listed on the certificate. **The City of Newton must be named as an additional insured.**

**Worker's Compensation Insurance**: Worker's Compensation insurance must be provided in any instance where an employee of the Contractor will operate a piece of equipment. For purposes of City snow plowing and hauling contracts, the "Contractor" is the person who has entered into a contract with the City and an employee generally includes anyone other than the Contractor who will be operating snow plow/hauling equipment. As a general rule, Worker's Compensation insurance will be required except where the Contractor is a sole proprietorship and uses only one piece of equipment, or where the Contractor is a partnership and only partners operate equipment.

**Partnership Statement & Indemnification Agreement.** If the Contractor is a partnership, a partnership statement (form supplied by the City) must be signed, and all partners who will be operating equipment must sign an indemnification agreement (form supplied by the City). There are no other general exceptions to the requirement of Worker's Compensation insurance. Contractors are not permitted to hire subcontractors to perform services under the contract unless the City has agreed to this in writing by the DPW Commissioner and/or his designee, arrangements must be made in advance of any work. All subcontractors shall be subject to all the terms and conditions of the General Contractor (inspections, insurance, etc.).

The prompt return of all required forms is imperative, so that the DPW may make the necessary yard assignments prior to the snow season.

# CITY OF NEWTON

# DEPARTMENT OF PURCHASING

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "Bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.

## ARTICLE 2 - REQUEST FOR INTERPRETATION

2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at **purchasing@newtonma.gov** or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, September 19, 2014, at 12:00 noon.**

2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.

2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.

2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.

2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at **purchasing@newtonma.gov** or via facsimile (617) 796-1227, it shall be placed on the bidder's list.Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-24**

## ARTICLE 3 - MBE PARTICIPATION

3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of $10,000.00.

3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of $50,000.00.

3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Form #15-24" as appropriate, furnished by the City.

4.2 All entries on the Bid Form shall be made by typewriter or in ink.

4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside as follows:

* GENERAL BID FOR: **#15-24**
* NAME OF PROJECT: **2014-2015 ON-CALL SNOW HAULING SERVICES**
* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.

4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.

4.7 Bids shall be submitted with one **original** and one **copy.**

4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts Public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

## ARTICLE 5 - ALTERNATES

5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.

5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.

5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

7.1 The City will award as many contracts as there are vehicle and equipment types and responsive and responsible bidders. Contracts will be awarded in order or priority based on price, e.g., the lowest bidder for specified vehicle and equipment will be awarded the principal contract, the second lowest the second priority, the third lowest the third priority and so forth. When the City needs a particular vehicle or piece of equipment, it will call the first priority contractor and, if it cannot provide the specified hauling services, the second, and if it cannot provide the specified hauling services, the third and so forth until the City can obtain the needed vehicle or piece of equipment to perform the specified hauling services. Contracts shall be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

7.2 The City reserves the right to waive minor informalities in or to reject any or all bids if it be in the public interest to do so.

7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.

7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the Bidder offering the greater number of vehicles/equipment shall have higher priority. If the the City the City receives low bids in identical amount from two or more responsive and responsible Bidders, and those Bidders are offering the same number of vehicles/equipment, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

## ARTICLE 8 - TAXES

8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.

8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

# CITY OF NEWTON
# DEPARTMENT OF PUBLIC WORKS
# SPECIFICATIONS FOR CONTRACTED SNOW HAULING SERVICES

## I. INTRODUCTION

The City of Newton intends to contract for on-call snow hauling services on an hourly basis for snow hauling.

The types of equipment that may be required are attached hereto, and bidders should state in the space provided the number of such pieces of equipment available for each type and the applicable hourly rates for the 2014 - 2015 snow season. It is expected that the City will contract with multiple contractors. Contractors are not guaranteed that any actual work will be performed during the 2014 – 2015 snow season, and will only be paid if services are actually provided.

When the DPW Commissioner determines that hauling of snow is necessary, and that it is advantageous to call Contractors to perform snow hauling services, the Commissioner or his designee will determine which types of equipment, and how many, are necessary to be used for the hauling operation. The contractor with the lowest hourly rate for each type of equipment will be called first. If that contractor has not contracted for enough pieces of equipment that the Commissioner has determined are needed for the hauling operation, or the Contractor notifies the Commissioner that its equipment is not available for hauling operations on the dates and times the Commissioner determines that hauling is necessary, then the Contractor with the next lowest hourly rate will be called, and so forth until the Commissioner has secured the equipment necessary for the hauling operation.

If more than one Contractor has contracted with the City for the same hourly rate for a particular type of equipment, then the Contractor providing for the most available pieces of equipment of that particular type in their contract will be called prior to other contractors with fewer pieces of equipment of that particular type available under their contract.

## II. RESPONSIBILITIES OF CONTRACTORS

A. Upon execution of contract, each piece of equipment contracted for hauling operations will be assigned by the DPW to a particular route or location. It is possible that not all pieces of equipment will be utilized during every event, and whether Contractors are called at all will be entirely dependent on weather conditions as they develop over the 2014 – 2015 snow season, and Contractors will only be called at times when the DPW Commissioner or his designee determines that hauling operations are necessary. Utilization of accepted equipment is at the discretion of the DPW Commissioner or his designee. All hauling operations will be completed in the sequence designated by the DPW Commissioner and/or his designee. It shall be the contractor's responsibility to become familiar and to familiarize any drivers, other than the contractor, with the route. Supervisory personnel of the DPW will be available to assist in this familiarization and to advise the contractor of any special conditions which may be encountered on the route.

B. Vehicles Inspection

1. The Contractor accepts full responsibility to schedule vehicle inspections at a City facility or at a location to be determined by the DPW Commissioner or his designee. The inspection will occur during a several week period designated by the City. Tentative plans are for this to occur between October 15 through December 1, 2014.

2. All paperwork related to vehicle inspections shall be sent to the DPW Commissioner or his designee at Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459. The DPW Commissioner or his designee will subsequently contact responsive and responsible bidders to schedule the inspections. The contractor must schedule the inspections through the DPW Commissioner or his designee, either in writing or by calling **(617) 796-1634.** The inspections will take place Monday through Friday at the discretion of the DPW Commissioner or his designee. Failure to schedule inspection shall be deemed to be solely the fault of the contractor. The City will not assume any responsibility or liability for failure of the contractor to have the vehicles inspected.

3. The Vehicle at the time of inspection must fully meet all conditions set forth in this contract. All

equipment must be inspected by DPW prior to acceptance. The Contractor's equipment must also pass inspection. If the equipment does not pass the inspection the first time, the contractor may modify the equipment and request a re-inspection or supply another piece of equipment after submitting necessary documentation to the Purchasing Agent and receiving authorization. However, in no event will a contractor be given a third opportunity to pass an inspection if either the original or the replacement equipment fails the second inspection.

C. The contractor shall be responsible for all fuel, repairs and/or equipment and personnel necessary to operate the trucks or equipment and shall bear any and all risk of loss should personnel, trucks or equipment be injured or damaged while performing duties under the contract with the City.

D. Equipment called in must arrive at its designated check-in point within two hours of being called, or the City may contact the Contractor with the next lowest hourly rate for the type of equipment called.

E. All hauling operations shall be continued without interruption unless said interruption is authorized by the DPW Commissioner and/or his designee.

## III. OPERATIONS

A. A City Snow Inspector shall be assigned to supervise contracted equipment. Each City Snow Inspector shall be responsible for a designated group of routes and/or locations. Planning operations shall be conducted in accordance with the direction of said Inspector and hauling operations shall be conducted in accordance with the instructions provided by the DPW Commissioner of Public Works and/or his designee. In no instance shall a hauling operation be deemed complete until said City Snow Inspector has approved it.

B. Equipment must check in and check out from its designated assignment location. Equipment must arrive fully fueled and ready to initiate hauling operations.

C. Each piece of contracted equipment shall carry an identification plate provided by the DPW. Such identification shall be affixed to the appropriate vehicle throughout the contract period.

D. All contracted operators must have access to a cell phone to both relay and receive information from the DPW Commissioner or his designee. An updated list of operator names with affiliated equipment and cell phone numbers must be provided by the contractor at each check-in. Contracted operators will be provided with a contact phone number to speak with the DPW Commissioner or his designee to address in-field issues.

## IV. EQUIPMENT SPECIFICATIONS

A. The equipment furnished under this contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicles Laws of the Commonwealth of Massachusetts including showing a valid Massachusetts state registration.

B. All equipment must be in excellent condition, smooth running at operating levels, clean inside and out and under the hood, with evidence of proper maintenance and inspection.

C. The City reserves the right to reject any piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the contract.

D. The bid price shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the operation of the equipment.

E. Any additional types of equipment proposed for use under this contract must meet requirements and criteria as herein established and must also be individually approved by the DPW Commissioner and/or his designee.

1. Each piece of equipment will have one set of tire chains for each vehicle
2. Rotary-type light with a yellow/amber lens visible for 360 degree around for each vehicle
3. Ballast as supplied by the contractor
4. Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the pavement

5. All electrical and mechanical systems to be in excellent operating condition

The DPW Commissioner and/or his designee or his agent shall make the final decision as to trucks and equipment sizes and categories, blade measurements and bucket capacities.

## V. GENERAL CONDITIONS

A. The workday runs from 12:01 a.m., to 12:00 midnight.

B. Contractors must provide contact information, including a phone number, for a primary contact person and at least one (1) backup contact person where Contractors will be reachable 24 hours per day, 7 days per week. In the event the DPW Commissioner or his designee attempts to contact a Contractor at the phone number(s) provided, and no response is received within one (1) hour, for any reason, such non-response will be treated as if the Contactor had notified the Commissioner that none of its contracted equipment is available for that particular hauling operation during the dates and times that the Commissioner has determined that a hauling operation was necessary.

The contact information for the Contractor shall be as follows:

CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

CONTACT NAME (BACKUP): _____

CONTACT PHONE NUMBER (BACKUP):_____

C. Hauled Snow shall be transported to a location specified by the DPW Commissioner or his designee.

D. In addition to the hours actually worked by motor trucks, graders, loaders or other equipment the City will pay one (1) hour total report allowance for each call out. Only those vehicles and equipment reporting to the assigned division within one (1) hour of the first time called will receive this one (1) hour pay allowance.

E. Rental time for hauling shall be figured from time punched in on City time clock to time punched out or authorized completion of hauling operations. Hauling time will be figured from time punched in to time punched out with an allowance of fifteen (15) minute grace period prior to and following scheduled City workday to allow for checking in and out. Payment due for hours worked will be computed to the nearest quarter hour.

F. No time shall accrue and no payment shall be made for any time a vehicle or piece of equipment is not performing its assigned task, regardless of reason.

G. Certificates of Insurance covering Workmen's Compensation must be submitted covering dates of contract. Workmen's Compensation is required as described below:

(1) All lessors of two (2) or more pieces of equipment must have Workmen's Compensations Insurance.
(2) When lessor offers but (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.

H. The City of Newton shall be named as additional insured on certificate of insurance. The Contractor shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or work called for under this contract, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to any injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

I. Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period as follows: (all vehicles must be listed on the Insurance Certificate).

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. l49, s. 34 and c.. l52 as amended

Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

| | |
|---|---|
| Bodily Injury - | $500,000.00 per person |
| | $500,000.00 per accident |
| Property Damage - | $100,000.00 per accident |
| | $300,000 aggregate |

(Such insurance must include coverage for hired or borrowed vehicles and non-ownership liability)

General Liability: (including completed operation coverage).

$500,000 per occurrence
$500,000 per aggregate

**The City of Newton shall be named as additional insured on the general liability policies.**

**PLEASE NOTE: REPAIR plates cannot be used for registration of vehicles used under this contract.**

J. U.S. Department of Transportation (DOT) regulations (Federal Register 49 CFR Part 382) regarding drug and alcohol abuse in the workplace must be complied with.

K. No payment will be made until approved contracts are on file with the Public Works Department and Comptroller of Accounts.

L. It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under existing state laws and regulations.

M. It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of the contract. Registration changes shall be reported to the Purchasing Department.

N. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____%_____Days
Prompt Payment Discount_____%_____ Days
Prompt Payment Discount _____%_____Days

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# CITY OF NEWTON

## DEPARTMENT OF PURCHASING

## BID FORM #15-24

**A.** The undersigned proposes to furnish all labor and equipment required in accordance with the Contract Documents supplied by the City of Newton entitled:

**2014 – 2015 ON-CALL SNOW HAULING SERVICES**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

**B.** This bid includes addenda number(s) _____, _____, _____, _____,

**C.** The proposed contract price for each type of equipment is:

**(Note: If a bidder does not have a particular type of equipment available, please indicate "none" or "n/a" in the space provided)**

| **EQUIPMENT DESCRIPTION** | **Enter Number of Type of Equipment to be available under the Contract** | **Enter Hauling Rates (Per hour)** |
|---|---|---|
| **SNOW HAULING** | | |
| 10 Wheelers (Minimum 10' Blade) | | $ per hour |
| Triaxles (Minimum 10' Blade) | | $ per hour |
| Bobcat | | $ per hour |
| Trailer Dump Trucks | | $ per hour |
| Backhoe/Loaders 2 to 3.5 Cubic Yard Loaders | | $ per hour |
| Backhoe/Loaders Over 3.5 Cubic Yard Loaders | | $ per hour |

Company: _____

**D**. The undersigned has completed and submits herewith the following documents:

- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Signed Bid Form, 2 pages
- Indemnification and Affidavit of Ownership Form

**E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____%_____Days
Prompt Payment Discount_____%_____ Days
Prompt Payment Discount _____%_____Days

**F.** The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. c.30, §39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

_____
(Name of General Bidder)

BY: _____

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State  Zip)

_____
(Telephone) (Facsimile)

_____
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity.  Attach additional pages as necessary.

**END OF SECTION**

CONTRACTOR: _____ Contract # C-_____

ADDRESS: _____

TELEPHONE NO: _____

## 2014-2015 SCHEDULE OF TRUCKS AND EQUIPMENT FOR HOURLY SNOW HAULING SERVICES*

**No. 1**
Manufacturer:_____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

# OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR HAULING: _____

**No. 3**
Manufacturer:_____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

# OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR HAULING: _____

**No. 2**
Manufacturer:_____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

# OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR HAULING: _____

**No. 4**
Manufacturer:_____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

# OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR HAULING: _____

*Provide Additional Schedule of Trucks and Equipment if needed.

Inspected and approved by:_____, _____
Superintendent of Equipment or designee Date

CONTRACTOR:_____ Contract #C _____

ADDRESS:_____

TELEPHONE NO:_____

## 2014-2015 SCHEDULE OF TRUCKS AND EQUIPMENT FOR HOURLY SNOW HAULING SERVICES*

**No. 5**
Manufacturer:_____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

# OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR HAULING: _____

**No. 7**
Manufacturer:_____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

# OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR HAULING: _____

**No. 6**
Manufacturer:_____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

# OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR HAULING: _____

**No. 8**
Manufacturer:_____

Model/Type: _____

Year: _____ VIN# _____

GVWR: _____

# OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR HAULING: _____

*Provide Additional Schedule of Trucks and Equipment if needed.

Inspected and approved by:_____, _____
Superintendent of Equipment or designee Date

## INDEMNIFICATION AGREEMENT

Date: _____

The undersigned Contractor in consideration of the City of Newton's award to it of the 2014-15 contract for snow hauling services hereby agrees to defend, indemnity and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of such work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

_____ _____

Witness Contractor

**********

## AFFIDAVIT OF OWNERSHIP

Date: _____

_____hereby certifies that all equipment listed on the 2014-2015 SCHEDULE OF TRUCKS AND EQUIPMENT FOR HOURLY SNOW HAULING SERVICES is
owned or leased by the Contractor and insured by the Contractor for use during the snow removal operations and that no equipment other than those pieces which appear on the attached schedule shall be used by _____, in performance of snow removal work for the City of Newton without the City's prior approval.

_____ _____

Witness Contractor

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

_____
**Signature of Individual
or Corporate Contractor (Mandatory)

_____
*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## CERTIFICATE OF NON-COLLUSION

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

_____
(Signature of individual)

_____
Name of Business

City of Newton

Mayor
Setti D. Warren

**Purchasing Department**
Nicholas Read ❀ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #15-24

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

**Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)
_____ (Company)
_____ (Address)
_____ (Address)
PHONE _____ FAX _____
EMAIL _____

_____Signature

_____Date

.

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

or

**Employer identification number**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶** Name

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

# CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

# CITY OF NEWTON

## PURCHASING DEPARTMENT

## CONTRACT NO. C-_____

THIS AGREEMENT made ___day of _____, in the year Two Thousand and Fourteen, by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

whereas the parties desire to enter into a contract for the rental of snow hauling equipment by the City for normal hauling operations.

WITNESSETH: That the parties hereto agree as follows:

CONTRACT DOCUMENTS**.**

The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

This CITY-CONTRACTOR Agreement;

The City's Request for Bid #15-24 issued by the Purchasing Department, including the On-Call Snow Hauling Services,. Contract Terms And Specifications;

The Bidding Documents for Snow Hauling Services including the Request for Bids, Attestation, Bid Forms, and all specifications, instructions, terms and conditions contained therein;

The attached Schedule of Types of Vehicles and/or Equipment;

Addenda Number(s) _____;

The Bid Response of the CONTRACTOR submitted for this contract and accompanying documents and certifications;

Certificate(s) of Insurance submitted by the CONTRACTOR in connection with this contract;

Duly authorized and executed Amendments, Change Orders or Work orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

GENERAL CONDITIONS

The Schedule of Types of Vehicles and/or Equipment to be provided for in this contract, and the Contractor's priority[1]

[1] Contracts were awarded in order or priority based on price, e.g., the lowest bidder for specified vehicle and equipment was awarded the principal contract, the second lowest the second priority, the third lowest the third priority and so forth. When the City needs a particular vehicle or piece of equipment, it will call the first priority contractor and, if it cannot provide what is needed, the second, and if it cannot provide what is needed, the third and so forth until the City can obtain the needed vehicle or piece of

with respect to each is attached hereto, along with the number of such pieces of equipment available for each type and the applicable hourly rates for the 2014 – 2015 snow season. It is expected that the City will contract with multiple contractors. Contractors are not guaranteed that any actual work will be performed during the 2014 – 2015 snow season, and will only be paid if services are actually provided.

When the Commissioner of Public Works determines that hauling of snow is necessary, and that it is advantageous to call Contractors to perform snow hauling services, the Commissioner of Public Works or his designee will determine which types of equipment, and how many, are necessary to be used for the hauling operation. The contractor with the lowest hourly rate for each type of equipment will be called first. If that contractor has not contracted for enough pieces of equipment that the Commissioner has determined are needed for the hauling operation, or the Contractor notifies the Commissioner that it's equipment is not available for hauling operations on the dates and times the Commissioner determines that hauling is necessary, then the Contractor with the next lowest hourly rate will be called, and so forth until the Commissioner has secured the equipment necessary for the hauling operation.

It shall be deemed a breach of the terms of this Contract for the Contractor to fail to act in good faith and or to fail to take reasonable measures when determining that vehicles or equipment are not available. In that event the City shall have the right to by-pass the Contractor in order of priority in any future calls for vehicles or equipment.

If more than one Contractor has contracted with the City for the same hourly rate for a particular type of equipment, then the Contractor providing for the most available pieces of equipment of that particular type in their contract will be called prior to other contractors with fewer pieces of equipment of that particular type available under their contract.

RESPONSIBILITIES OF CONTRACTORS

A. The Commissioner of Public Works or their designee will assign all routes and specific equipment as needed for hauling operations. It is possible that not all pieces of equipment will be utilized during every event, and whether Contractors are called at all will be entirely dependent on weather conditions as they develop over the 2014 – 2015 snow season, and Contractors will only be called at times when the Commissioner of Public Works or their designee determines that hauling operations are necessary. Utilization of accepted equipment is at the discretion of the Commissioner of Public Works or their designee. All hauling operations will be completed in the sequence designated by the Commissioner of Public Works and/or his designee. It shall be the contractor's responsibility to become familiar and to familiarize any drivers, other than the contractor, with the route. Supervisory personnel of the Department of Public Works will be available to assist in this familiarization and to advise the contractor of any special conditions which may be encountered on the route.

B. Vehicles Inspection

1. The Contractor accepts full responsibility to schedule vehicle inspections at a City facility or at a location to be determined by the Commissioner of Public Works or their designee. The inspection will occur during a several week period designated by the City. Tentative plans are for this to occur between October 15 through December 1.

2. All paperwork related to vehicle inspections shall be sent to the Commissioner of Public Works or their designee at Newton City Hall, 1000 Commonwealth Ave., Newton Centre, MA 02459. The Commissioner of Public Works or their designee will subsequently contact responsive and responsible bidders to schedule the inspections. The contractor must schedule the inspections through the Commissioner of Public Works or their designee, either in writing or by calling **(617) 796-1634.** The inspections will take place Monday through Friday at the discretion of the Commissioner of Public Works or their designee. Failure to schedule inspection shall be deemed to be solely the fault of the contractor. The City will not assume any responsibility or liability for failure of the contractor to have the vehicles inspected.

3. The Vehicle at the time of inspection must fully meet all conditions set forth in this contract. All equipment must be inspected by DPW prior to acceptance. The Contractor's equipment must also pass inspection. If the equipment does not pass the inspection the first time, the contractor may modify the equipment and request a re-inspection or supply another piece of equipment after submitting necessary

equipment.

documentation to the Purchasing Agent and receiving authorization. However, in no event will a contractor be given a third opportunity to pass an inspection if either the original or the replacement equipment fails the second inspection.

C. The contractor shall be responsible for all fuel, repairs and/or equipment and personnel necessary to operate the trucks or equipment and shall bear any and all risk of loss should personnel, trucks or equipment be injured or damaged while performing duties under the contract with the City.

D. Equipment called in must arrive at its designated check-in Point within two hours of being called, or the City may contact the Contractor with the next lowest hourly rate for the type of equipment called.

E. All hauling operations shall be continued without interruption unless said interruption is authorized by the Commissioner of Public Works and/or his designee.

OPERATIONS

A. A City Snow Inspector shall be assigned to supervise contracted equipment. Each City Snow Inspector shall be responsible for a designated group of routes and/or locations. Planning operations shall be conducted in accordance with the direction of said Inspector and hauling operations shall be conducted in accordance with the instructions provided by the Commissioner of Public Works and/or their designee. In no instance shall a hauling operation be deemed complete until said City Snow Inspector has approved it.

B. Equipment must check in and check out from its designated assignment location. Equipment must arrive fully fueled and ready to initiate hauling operations.

C. Each piece of contracted equipment shall carry an identification plate provided by the Department of Public Works. Such identification shall be affixed to the appropriate vehicle throughout the contract period.

D. All contracted operators must have access to a cell phone to both relay and receive information from the Commissioner of Public Works or their designee. An updated list of operator names with affiliated equipment and cell phone numbers must be provided by the contractor at each check-in. Contracted operators will be provided with a contact phone number to speak with the Commissioner of Public Works or their designee to address in-field issues.

COMPENSATION

Compensation shall be made on the basis of hourly rates for classes of equipment as set forth in Schedule of Trucks and Equipment of this contract.

EQUIPMENT SPECIFICATIONS

A. The Equipment furnished under this contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicles Laws of the Commonwealth of Massachusetts including showing a valid Massachusetts State Registration.

B. All equipment must be in excellent condition, smooth running at operating levels, clean inside and out and under the hood, with evidence of proper maintenance and inspection.

C. The City reserves the right to reject any piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the contract.

D. The bid price shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the operation of the equipment.

E. Any additional types of equipment proposed for use under this contract must meet requirements and criteria as herein established and must also be individually approved by the Commissioner of Public Works and/or his designee.

1. Each piece of equipment will have one set of tire chains for each vehicle
2. Rotary-type light with a yellow/amber lens visible for 360 degree around for each vehicle
3. Ballast as supplied by the contractor
4. Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the pavement
6. All electrical and mechanical systems to be in excellent operating condition

The Commissioner of Public Works and/or his designee or his agent shall make the final decision as to trucks and equipment sizes and categories, blade measurements and bucket capacities.

GENERAL CONDITIONS

A. The workday runs from 12:01 a.m., to 12:00 midnight.

B. Contractors must provide contact information, including a phone number, for a primary contact person and at least one (1) backup contact person where Contractors will be reachable 24 hours per day, 7 days per week. In the event the Commissioner of Public Works or his designee attempts to contact a Contractor at the phone number(s) provided, and no response is received within one (1) hour, for any reason, such non-response will be treated as if the Contactor had notified the Commissioner that none of its contracted equipment is available for that particular hauling operation during the dates and times that the Commissioner has determined that a hauling operation was necessary.

The contact information for the Contractor shall be as follows:

CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

CONTACT NAME (BACKUP): _____

CONTACT PHONE NUMBER (BACKUP):_____

C. Hauled Snow shall be transported to a location specified by the Commissioner of Public Works or his designee.

D. In addition to the hours actually worked by motor trucks, graders, loaders or other equipment the City will pay one (1) hour total report allowance for each call out. Only those vehicles and equipment reporting to the assigned division within one (1) hour of the first time called will receive this one (1) hour pay allowance.

E. Rental time for hauling shall be figured from time punched in on City time clock to time punched out or authorized completion of hauling operations. Hauling time will be figured from time punched in to time punched out with an allowance of fifteen (15) minute grace period prior to and following scheduled City workday to allow for checking in and out. Payment due for hours worked will be computed to the nearest quarter hour.

F. No time shall accrue and no payment shall be made for any time a vehicle or piece of equipment is not performing its assigned task, regardless of reason.

G. Certificates of Insurance covering Workmen's Compensation must be submitted covering dates of contract. Workmen's Compensation is required as described below:

(1) All lessors of two (2) or more pieces of equipment must have Workmen's Compensations Insurance.
(2) When lessor offers but (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.

H. The City of Newton shall be named as additional insured on certificate of insurance. The Contractor shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or work called for under this contract, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to any injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the contractor, anyone directly or indirectly employed by the

Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

I. Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period as follows: (all vehicles must be listed on the Insurance Certificate).

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. l49, s. 34 and c.. l52 as amended

Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

| | |
|---|---|
| Bodily Injury - | $500,000.00 per person |
| | $500,000.00 per accident |
| Property Damage - | $100,000.00 per accident |
| | $300,000 aggregate |

(Such insurance must include coverage for hired or borrowed vehicles and non-ownership liability)

General Liability: (including completed operation coverage).

$500,000 per occurrence
$500,000 per aggregate

**The City of Newton shall be named as additional insured on the general liability policies.**

**PLEASE NOTE: REPAIR plates cannot be used for registration of vehicles used under this contract.**

J. U.S. Department of Transportation (DOT) regulations (Federal Register 49 CFR Part 382) regarding drug and alcohol abuse in the workplace must be complied with.

K. No payment will be made until approved contracts are on file with the Public Works Department and Comptroller of Accounts.

L. It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under existing state laws and regulations.

M. It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of the contract. Registration changes shall be reported to the Purchasing Department.

THIS SPACE INTENTIONALLY LEFT BLANK

This contract may be cancelled if, in the opinion of the City, the Contractor has failed to comply with all the provisions of this contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By_____

Print Name _____

Title_____

Date _____

*Affix Corporate Seal Here*

No City monies are obligated by this contract.

By_____
*Comptroller of Accounts*

Date _____

**CITY OF NEWTON**

By_____
*Chief Procurement Officer*

Date_____

By_____
*Commissioner of Public Works*

Date_____

Approved as to Legal Form and Character

By_____
*Associate City Solicitor*

Date_____

CONTRACT AND BONDS APPROVED

By_____
*Mayor* or his designee

Date_____

**On Call Snow Hauling Service Contract No. C-_____**

**Schedule of Types of Vehicles and/or Equipment**

Contractor:_____

| Equipment Description | Priority | Type of Equipment | Hauling Rate (per hour) |
|---|---|---|---|
| 10 Wheelers<br>Minimum 10' Blade | | | |
| Triaxles<br>Minimum 10' Blade | | | |
| Bobcat | | | |
| Trailer Dump Trucks | | | |
| Backhoe/Loaders<br>2 to 3.5 Cubic Yard Holders | | | |
| Backhoe/Loaders<br>Over 3.5 Cubic Yard Holders | | | |

# CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds**.)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.