CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC WORKS DEPARTMENT

PROJECT MANUAL:

2025-2026

ON CALL HOURLY SNOW PLOWING SERVICES

(Streets and Sidewalks)

REQUEST FOR APPLICATIONS #26-22

Proposal Submittal Date: Ongoing from October 30, 2025, 11:30AM

OCTOBER 2025

Ruthanne Fuller, Mayor

CITY OF NEWTON
NOTICE TO CONTRACTORS
ON CALL HOURLY SNOW PLOWING SERVICES
REQUEST FOR APPLICATIONS #26-22

The City of Newton (City) is issuing this Request For Applications (RFA) for contractors (Contractors) to be approved as eligible to provide on call snow plowing services at a fixed hourly rate based on the Contractor's vehicle and blade size. Approved Contractors will be assigned to one of the City Department of Public Works (DPW) yards at either Eliot or Craft Streets and be listed on a roster of approved snow plowing Contractors that the City may call to plow from time to time on an as needed basis. Approval does not guarantee that the Contractor's services will be used, and the City has sole discretion to call or not call Contractors in any manner and in whatever order it elects.

This procurement is not subject to M.G.L. c. 30B.

The Purchasing Department will publicly advertise **one time** on Thursday, October 16, 2025, for snow plowing, snow removal, and other related work with equipment to be provided by the Contractor for the 2025-2026 Winter Season. Any contract entered into pursuant to this RFA **shall extend from the date of a Contractor's contract execution until June 30, 2026.**

Contract Documents will be available online at www.newtonma.gov/bids after 10:00a.m., October 16, 2025 The Contract Documents shall be available through the 2025-2026 Winter Season and Contractors may apply for approval at any time. There will be no charge for contract documents.

The Contractor's compensation shall be based on the table of City of Newton Snow Plowing/Hauling Fixed Rates (Effective October 2025) at pp. 11-12 below**. Note that the City will pay an Early Sign On Rate to Contractors who deliver a signed contract to the City, together with forms 2-11 listed below, completed and signed, by December 1, 2025.**

Enclosed please find the following forms:

1. One (1) copy of Attachment A City of Newton Snow Plowing/Hauling Fixed Rates (Effective October 2024) (pp. 11-12)
2. Two (2) copies of 2025-2026 Schedule Of Trucks And Equipment For Hourly Snow Plowing Services (pp. 13-14)
3. One (1) copy of Indemnification and Affidavit of Ownership form (p. 15)
4. One (1) copy of Certificate of Non-Collusion (p. 16)
5. One (1) copy of Certification of Tax Compliance (p. 17)
6. One (1) copy of Certificate of Foreign Corporation, if applicable (p. 18)
7. One (1) copy of Debarment Letter (p. 19)
8. One (1) copy of IRS Form W-9 (p. 20)
9. One (1) copy of Business Category Information Form (p. 21)
10. One (1) copy of Vendor Payment Security Questionnaire (pp. 22-23)
11. One (1) copy of Contract Forms: Contract & Certificate of Authority, Insurance, Registrations (pp. 24-30)

FOLLOW these steps:

1. List the equipment offered for rental on the enclosed 2025-2026 Schedule of Trucks and Equipment For On Call Hourly Snow Plowing Services ("Schedule"). Fill in all information requested. (You may provide additional Schedules if needed.)

2. Provide, complete or sign as appropriate, the Indemnification Agreement and Affidavit of Ownership Form; Tax Compliance, Non -Collusion Form, Debarment Letter and IRS Form W-9, Business Category Information Form, Vendor Payment Security Questionnaire together with Certificates of Property Damage and Liability Insurance covering all vehicles listed and Workmen's Compensation Insurance and deliver them to the City's Purchasing Department, Room 108, 1000 Commonwealth Avenue, Newton, MA 02459.

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

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 snowplow 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 snowplow/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/Subcontractors. If the Contractor is a partnership, the Contractor shall provide a copy of the Partnership Agreement, and all partners who will be operating snowplow 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 DPW Commissioner and/or his designee or his designee has agreed to this in writing. Applications to hire subcontractors must be made in advance of any work. All subcontractors shall be subject to all the terms and conditions of the Contractor (inspections, insurance, etc.).

Inspection. The DPW and the City reserve the right to reject equipment not required. All vehicle must be in good condition and have passed the Commonwealth/State's vehicle inspection. Vehicle inspection stickers must be current.

The prompt return of these vehicle listings; Indemnification Agreement and Affidavit of Ownership Form; Certificate of Tax Compliance; Certificate of Non-Collusion; and Insurance Certificate is imperative, so that the DPW may make the necessary yard assignments prior to the snow season.

Municipalities in Massachusetts are not required by law to publicly bid contracts for snow plowing. Interested Contractors should take note that the provisions of the bidding laws DO NOT APPLY to this solicitation. In order to obtain qualified Contractors only, the City of Newton has voluntarily undertaken this Request For Applications (RFA). The City also reserves the right to engage in negotiations with CONTRACTOR(S) after the bids are opened.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
October 16, 2025

CITY OF NEWTON
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR CONTRACTED ON CALL SNOW PLOWING EQUIPMENT
(Streets and Sidewalks)

Municipalities in Massachusetts are not required by law to publicly bid contracts for snow plowing services. Interested Contractors should take note that the provisions of the bidding laws DO NOT APPLY to this RFA. In order to obtain qualified Contractors only, the City has voluntarily undertaken this RFA. The City also reserves the right to engage in negotiations with CONTRACTOR(S) after applications are opened.

I. INTRODUCTION

The City intends to contract for snow plowing equipment on an hourly basis both for normal snow plowing and snow removal. To facilitate the snow removal efforts, DPW has established snowplowing routes and has evaluated the number and type of equipment needed by each route. When a Contractor is notified to provide plowing services, its equipment will be assigned to a specific route for that day during all normal plowing operations.

The City of Newton Snow Plowing/Hauling Fixed Rates for snow plowing equipment have been established and are attached hereto as **Attachment A** (p. 11-12 below). **NOTE: The Fixed Rates set forth in Attachment A are those in effect as of the date of the release of this RFA. The City may increase or decrease the Fixed Rates from time to time by email notice to Contractors.**

There shall be one or more City Snow Inspectors assigned to confirm that Contractors have met their obligations under this RFA and their respective contracts.

II. RESPONSIBILITIES OF CONTRACTORS

A. Equipment contracted for must be available seven days a week, 24-hours per day, including holidays. The need for each piece of equipment contracted for, will be determined by the DPW Commissioner or her designee, and must be capable of responding within one hour of notification to report. Only vehicles and equipment responding within the allotted notification period shall be paid for call-out time in accordance with the attached City of Newton Snow Plowing/Hauling Rates, as may be amended from time to time.

B. Upon execution of a contract, each piece of equipment contracted for plowing operations will be assigned by DPW to a particular route. The DPW Commissioner or her designee will assign all routes and specific equipment as needed. Not all pieces of equipment will be utilized during every event. Utilization of accepted equipment is at the discretion of the DPW Commissioner or her designee Streets and sidewalks on all routes are to be plowed in the sequence designated by the DPW Commissioner and/or her 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 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.

   a. Vehicles Inspection: Vehicles, plows and equipment, must be inspected by the Commonwealth/State and vehicle inspections stickers must be current during all snow plowing operations, must fully meet all conditions set forth in the contract. The City may inspect substitute vehicles, plows, or equipment prior to being used on an operation.

C. Responsibilities for Vehicles, Plows, Equipment and Operators.

   a. The Contractor(s) must provide and properly maintain, in good working condition, the vehicles, plows and equipment for the entire contract term. They must meet all conditions set forth in this contract. Vehicles, equipment and operators must meet all Commonwealth of Massachusetts licensing, registration, and safety and emissions requirements; and shall be properly insured at Contractor(s) expense. The Contractor(s) must, at any time upon the request of the City, provide proof of operator licensing, motor vehicle registration, and insurance.
   b. The Contractor(s) must provide fully qualified, insured, licensed and responsible operators for each vehicle and piece of equipment.

c. The Contractor shall be responsible for all fuel, repairs to its vehicles and equipment. Further, it shall be the Contractor's responsibility to assure equipment availability at all times during plowing operations. The City reserves the right to terminate a contract at any time for failure of vehicle or equipment availability.

D. Responsibilities during Snow Season. Between October 1, 2025 and May 31, 2026, the Contractor(s) shall:

a. Provide required vehicles, equipment and operators to clear the publicly accepted City streets, and/or other public property as the case may be, for the assigned route, and plow as close to bare pavement as possible, such that streets and other public property shall be widened to their maximum width possible; intersections shall be cleaned to their full widths; and such operations shall, in the case of streets. The City sets forth the following responsibilities, which the Contractor(s) accepts as conditions of this contract. The following is not intended to be all-inclusive.

b. Vehicles and equipment must check in and check out from its designated assignment location. They must arrive fully fueled and ready to initiate plowing operations.

c. Arrive at the designated meeting point at the designated time, no later than 2 hours from time of notice; the designated meeting place will be identified at the pre-season coordination meeting to be held in October at a place to be determined;

d. Arrive with vehicles, plows and equipment in good working condition, prepared to plow, loaded with appropriate ballast and having chains available for use if needed (as determined by the DPW Commissioner or his designee)

e. Maintain a telecommunications system whereby the City can contact the contractor at a specified telephone number for 24 hours, 7 days a week inclusive of holidays. During any requested snow plowing under this contract, Contractors will provide the City Snow Inspectors with a 2-way portable radio, cellular or similar communication device, unless the Contractor(s)' telecommunications system is compatible with the City's to allow for back-and-forth instant communication, then the numbers and/or codes only are acceptable. The purpose of such telecommunication system is to ensure direct contact is available, at all times, between the Contractor(s)'s supervisor and City Snow Inspectors, during snow emergencies, 24 hours per day and 7 days per week. Inability of the DPW Commissioner, City Snow Inspectors, or other designee(s) of the City, to maintain contact with the Contractor(s) at any time, shall not relieve the Contractor(s) of the responsibility to plow at the designated time(s), and shall also be deemed a material breach of this Contract.

f. Each vehicle and piece of equipment employed pursuant to the Contract shall be equipped with a 12-volt outlet that is designated for the sole use of the City's GPS system and it must be compatible with the GPS system.

g. At the direction and expense of the City, permit the City to keep GPS radio and/or cell communications in any or all vehicles and/or equipment used during snow plowing operations that are designed to monitor the progress and location of all vehicles, equipment and spreaders. All such equipment shall be kept in all vehicles and/or equipment at the direction of the DPW Commissioner or her designee and shall be returned to City personnel upon completion of snow plowing operations. Failure to return the GPS equipment at the end of each event shall be cause for the City to charge the Contractor a fine of no less than $500.

h. At all times display City-issued flag and/or signage. The City will provide the flags at the City's expense during snow plowing operations which are designed to identify the piece(s) of equipment as City contractors. All such equipment shall be kept on the driver's side of equipment and shall be returned to City personnel upon completion of snow plowing operations. Failure to return the flags/signage at the end of each event shall be cause for the City to charge the Contractor a fine of no less than $500.

i. Notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. If a piece of equipment is out of service for a period of longer than 30 minutes the City will take the piece of equipment off the "clock" and the hourly rate will not be paid until the piece of equipment is back in service and verified by the City.

j. The City shall hold as retainage 5% of each invoice until May 15, 2026, to be applied against damage claims against the City on account of the Contractor's plowing.

Damage claims not settled will cause the City to take action against insurance or other contract security, or take a deduction from other payments due the Contractor, including any contract retainage. All retainage not applied to claims by May 15, 2026 shall be paid to the Contractor.

III. OPERATIONS

A. City Snow Inspectors shall be assigned to supervise contracted vehicles and equipment. Each City Snow Inspector shall be responsible for a designated group of routes. Planning operations shall be conducted in accordance with the direction of the City Snow Inspector and with the standards described herein. In no instance shall a plowing operation be deemed complete until said City Snow Inspector has approved it.

B. Contractors shall wait until contacted by the City Snow Inspector(s) before beginning snow-plowing operations. If the City Snow Inspector has not arrived within 15 minutes of the designated start time, the Contractor(s) shall notify the Control Center at 617-796-1000 that the equipment is on scene and is ready to begin snowplowing operations. Only if authorized by the Control Center may the Contractor(s) begin snow-plowing operations without having first been contacted by the City Snow Inspector(s);

C. The Contractor shall provide at least one competent supervisor with a vehicle to coordinate with the City the plowing/salting of the routes the Contractor has equipment assigned to. These Supervisor(s) shall be allowed to count as one of the pieces of assigned equipment. Supervisors will coordinate the Contractor(s)'s snow plowing operations with the City Snow lnspector (s).

D. For streets, contracted plowing operations shall be performed as close to bare pavement as possible and all streets shall be widened to maximum width. All intersections shall be cleaned to their full widths. Care will be made not to pile snow on sidewalk corners but pushed beyond the radii and equally distributed along the curb line. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the appropriate City Snow Inspector or the DPW Commissioner and/or her designee.

E. For sidewalks, contracted plowing operations shall be performed as close to sidewalk surface as possible to a width of at least four feet. All corners and wheelchair ramps shall be cleared and free of loose snow as part of these operations. Contractor shall do everything possible to avoid or negotiate around fixed obstacles within the sidewalk without damaging said obstacles. Care must be made to remain clear of existing fences and walls abutting private property to the extent possible. Sidewalk plowing operations shall not be deemed complete until they have met these requirements to the approval of the City Snow Inspector or the DPW Commissioner and/or her designee.

F. A sidewalk plowing Contractor will be required to plow sidewalks along a portion of or the entire route designated by the City. There are a total of six (6) designated sidewalk snow routes and a portion of Route 9 within the City totaling approximately 80 miles. At a minimum, the sidewalk Contractor will be required to plow a portion of or the entire section of one route ranging from 10-15 miles. There may be an opportunity for the sidewalk Contractor to plow more than one route and this would be coordinated with the City.

G. All plowing operations shall be continuous and shall be continued without interruption unless said interruption is authorized by the DPW Commissioner and/or her designee.

H. In a normal plowing operation, work shall be completed to the standards described herein within six (6) hours of the cessation of snowfall, as described by the DPW Commissioner and/or her designee.

IV. RESPONSIBILITIES FOR DAMAGES

A. The Contractor(s) is liable for damages including, but not limited to, damages to sod, shrubbery, trees, and structures on any private and/or public property that result from its operations. The Contractor(s) shall repair all damages prior to May 1 each year.

B. The Contractor(s) shall make immediate, temporary repairs to damages that cause a safety hazard. Temporary repairs of such damages shall be made within 72 hours of when the damage occurred, or later if requested in writing to the DPW Commissioner and approved in writing by the Commissioner.

C. Upon the completion of each repair, the Contractor(s) shall have the property owner sign a release of liability for damages. The Contractor(s) shall submit this release to the DPW Commissioner. If the Contractor(s) cannot obtain a signed release from the property owner, the Contractor(s) shall provide proof, acceptable to the DPW Commissioner or her designee, that the damages have been repaired. The release, or proof of repair, must be provided by the times indicated in the above sections.

D. If repairs are not completed in a satisfactory and timely manner, the City may cause the repairs to be made and deduct the cost of the repairs from the Contractor invoices.

V. RIGHTS OF THE CITY

A. In the event of breach of contract, the City reserves the right to immediately terminate the contract in whole or in part. The City will give written notice of such termination. Termination of the contract may result in substantial penalties, forfeiture of performance bonds, ineligibility to receive future contracts, or default proceedings.
B. The contract may be terminated, upon the recommendation of the DPW Commissioner, when she, or her designee , has determined that the Contractor(s) has:
    a. Abandoned the work to be performed under this contract;
    b. Assigned this contract to another party, including subcontractors, without City consent;
    c. Unnecessarily, or unreasonably, delayed any of the work to be performed under this contract;
    d. Failed to furnish sufficient, properly skilled workmen, or sufficient vehicles or equipment to perform the work;
    e. Disregarded the instructions of the DPW Commissioner, a City Snow Inspector, or other City official;
    f. Failed to perform properly on any route, as determined by a City Snow Inspector;
    g. Substantially violated a requirement of the contract.
C. All services provided under this contract are under the direction and supervision of the DPW Commissioner and her designees. The Contractor(s) shall only be paid for services authorized by, and performed to the satisfaction of, the DPW Commissioner.
D. In the event an operator, vehicle, or piece of equipment employed or used by the Contractor(s) fails to meet the approval of the DPW Commissioner, he, or his designee, shall order such person, vehicle, or piece of equipment to be removed from the job site. The Contractor(s) shall furnish an appropriate replacement within sixty (60) minutes.
E. Contractor(s) employees who are ordered off the job site may not perform any further work for the entire term of the contract (including under any extensions of the contract) unless the DPW Commissioner authorizes him/her to return.
F. The decision of the DPW Commissioner as to the suitability of Contractor(s) equipment and employees is final.
G. The decision as to when to call for snowplowing to begin rests entirely with the City. The DPW Commissioner shall determine, on a case-by-case basis for each snow fall event, when conditions warrant a snowplow operation by the Contractor(s).

VI. RESPONSIBILITIES OF THE CITY

A. Provide as much advance notification as possible when calling for a snowplowing operation. In general, the City will try to give approximately two (2) hours' notice, unless there is need for immediate plowing due to severe conditions.
B. Provide properly trained City Snow Inspectors to meet with the Contractors' supervisor(s) at the commencement, during, and completion of each run; and who are to perform the sign off for each snowplowing event. The City will provide City Snow Inspectors as soon as possible to check completed routes and to release the Contractor(s)'s operators, vehicles and equipment as early as possible.
C. Maintain a switchboard at all times during snowplowing operations. Maintain a log of all calls between Control Center and the Contractor(s) (and his Supervisors). Control Center will place calls for service, coordinate City Snow Inspectors, and perform other tasks to promote smooth snow-plowing operations as quickly as possible; (All contact numbers for both the City and the Contractor(s) will be exchanged at an annual pre-season coordination meeting between the City and the Contractor(s) on or about Oct. 15 of each year).
D. Make payments within 45 days of receipt of a proper invoice (excluding retainage amounts as otherwise provided in the contract), provided, however, that the City's obligation to pay invoices is contingent on the Contractor's submission of all required documentation. If there is a dispute about the amount owed, the City will approve payment of the amount not in dispute within 45 days and withhold any disputed amount until resolution of the dispute. However, the City will retain the final payment until all contract provisions have been met.
E. Return performance securities within 30 days of contract completion.

VII. EQUIPMENT SPECIFICATIONS

A. The vehicles and equipment to be furnished under the contract must be in accordance with all specifications and fully comply with all applicable Motor Vehicles Laws of the Commonwealth of Massachusetts including showing a valid Massachusetts State Registration.
B. All vehicles and 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 vehicle or 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 rates set forth in the attached City of Newton Snow Plowing/Hauling Rates, as amended, 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 vehicles or 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 her designee.

a. Rotary-type light with a yellow/amber lens visible for 360 degree around for each vehicle
b. Ballast as supplied by the contractor
c. Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the pavement
d. All electrical and mechanical systems to be in excellent operating condition

F. Vehicles and equipment will be contracted on the basis of the hourly rates specified for each specific type of equipment. For this purpose, equipment will be classified in accordance with **Attachment A**, City of Newton Snow Plowing/Hauling Rates.

G. During plowing operations all front-end loaders and backhoe/loaders shall be equipped with plow blades unless assigned specific tasks for which the bucket will suffice.

H. Each piece of sidewalk equipment shall be capable of negotiating a sidewalk during any type of snow event through the use of studded tires or tracks. Each piece of sidewalk equipment shall have an overall width of 60 inches or less in order to traverse a sidewalk effectively and avoid fixed obstacles. Accepted equipment shall be a skid-steer type, Trackless MT, Bombardier, or similar type machine designed for sidewalk snow plowing, fixed with either a straight or v-blade or power v-blade. Use of walk-behind equipment will not be accepted.

I. All equipment employed pursuant to the Contract shall be equipped with a 12-volt outlet compatible with the City's GPS system.

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

VIII. PLOWING REQUIREMENTS

A. Plow streets from the center and to the curb or edge of pavement.

B. Plow streets from the center and to the curb or edge of pavement.

C. Snow from the intersections must be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved, and snow deposited on tangent sections of streets beyond curved radii.

D. Do not turn around in private driveways.

E. Plow at a speed which is sufficient to move the snow, but not excessive.

F. Plow with a loose hoisting chain so plow rides on casters.

G. Plow all streets the full width of pavement.

H. One-Way Streets: One-way streets shall be plowed to each curb. That is, the operator shall plow the left side of the centerline of the street to the left side and plow the right side of the centerline to the right side, and at no time shall the contractor's operator plow a one-way street the wrong way against traffic pattern without the express permission of the Commissioner of Public Works and/or his designee.

I. Plowing Dead End Streets: The contractor's driver shall not push snow into the end of a dead-end street. Near the end of a dead end, he shall pick up the plow blade, proceed to the end of the street, drop the blade and pull the snow back from the end of the street far enough so that he can turn around and push the snow out from the end of the street.

J. Blocked Streets: If a street is blocked, the contractor's driver shall make every attempt to bypass the blockage. If unable to bypass the blockage, the driver shall immediately inform the Control Center or Chaser of the blockage. If the blockage is removed within a reasonable time, the contractor will then plow the Street.

K. Intersections: The contractor must assume responsibility to ensure that the intersections and curb radii are properly cleared, with no residual snow left remaining in the intersection.

L. Intersection Corners: Snow left at intersection corners is to be no more than normal residual on the side of the road.

M. Snow Pack: It is not acceptable to leave snow pack of any depth along city streets after the passing of a Contractor plow.

N. Sidewalks: Sidewalks will be cleared a minimum width of 4 feet. Wheelchair ramps at each street corner will be cleared as part of this work.

IX. GENERAL CONDITIONS

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

B. Hauled snow shall be transported to a location specified by the DPW Commissioner or her designee.

C. In addition to the hours actually worked by motor trucks, graders, loaders or other equipment at plowing only, 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.

D. Rental time for plowing shall be figured from time punched in on City time clock to time punched out or authorized completion of plowing or hauling schedule. 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.

E. 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.

F. 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.

G. The City of Newton shall be named as additional insured on all certificates 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.

H. 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 contractor liability policies.

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

I. 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.

J. No payment will be made until approved contracts are on file with the DPW and Comptroller of Accounts.

K. 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.

L. 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.

M. All vehicles and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.

N. The snow removal services solicited under this IFB are not subject to the procurement procedure requirements of the Uniform Procurement Act, M.G.L. c. 30B, §1(b)(17). While it is the intent of the City to conduct an advertised process, the only terms and conditions of the procurement are those set forth in this RFA and the terms of the statute shall apply only at the discretion of the City.

O. Prompt Payment Discounts. Contractors 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 whether or not a contractor is responsive or responsible.

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

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ATTACHMENT A

CITY OF NEWTON SNOW PLOWING/HAULING FIXED RATES
(Effective October 2025)

EQUIPMENT DESCRIPTION	Plowing Rates (Per hour)	Early Sign on Rate*
SNOW CLEARING		
6 Wheel Truck (8,600 – 10,699 GVWR) (Minimum 8.0' PAP) CAT 1	$142.00	$146.00
6 Wheel Truck (10,700 – 16,000 GVWR) (Minimum 9.0 PAP) CAT 2	$152.00	$ 156.00
6 Wheel Truck (16,001 – 25,999 GVWR) (Minimum 9.0' P	$165.00	$ 170.00
10 Wheel Truck (26,000 – 32,999 GVWR) (Minimum 10' PAP) CAT	$176.00	$ 181.00
10 Wheel Truck (33,000 – Greater GVWR) (Minimum 10' PAP) CAT	$187.00	$ 193.00
Excavator Working Load 80,000 – 85,000 (Minimum 20’ depth and 30’ reach)	$212.00	$215.00
Backhoe/Loader (10’ PAP, or less than 2 CY bucket) CAT 6	$175.00	$ 180.00
Backhoe/Loader (10’ PAP, or 2 CY – 3.99 CY bucket) CAT 7	$181.00	$ 186.00
Backhoe/Loader (11’ PAP, or 4.00 CY – 5.99 CY bucket) CAT 8	$192.00	$ 198.00
Backhoe/Loader (12’ PAP, or 6.00 CY – > 6.00 CY bucket) CAT 9	$205.00	$ 211.00
PLOWING & SALTING SUPPLEMENTS		
1.00 CY – 3.99 CY Salt Spreader CAT A	$35.00	$ 36.00
4.00 CY – 5.99 CY Salt Spreader CAT B	$40.00	$ 41.00
6.00 CY – 9.99 CY Salt Spreader CAT C	$45.00	$ 46.00
10.00 CY – > 10.00 CY Salt Spreader CAT D	$58.00	$ 60.00
Wing Plow 10’ Hydraulically Controlled CAT E	$31.00	$ 32.00
Wing Plow 11’ Hydraulically Controlled Cat F	$39.00	$ 40.00
Brine Liquid Applicator 500 – 999 Gallons Cat G	$57.00	$ 59.00
Brine Liquid Applicator 1,000 – Greater Gallons Cat H	$58.00	$ 60.00

* Each Contractor’s compensation shall be based on the rates set forth above**. City will only pay an Early Sign On Rate to Contractors who submit a signed contract to the City, together with completed and signed forms 2-11 listed at p. 2 above, by 5:00 P.M. on December 1, 2025**. The Contractor’s submission shall include Certificates of Insurance showing minimum insurance required by RFA Section IX(H). Contractors submitting incomplete documentation will not be eligible for the Early Sign On Rate. Contractors will receive notice of whether their submissions are complete and accepted.

SNOW CLEARING

Skid Steer/Bobcat Loader - AWD (Minimum 40" Blade/Bucket)	$113.00	$ 116.00
Compact Track Loader/Bombardier Machine (Minimum 40" Blade)	$136.00	$ 140.00
Compact Utility Work Machine/Trackless Machine – AWD (Minimum 40" Blade/Bucket)	$136.00	$ 140.00

SANDER & SNOW BLOWER SUPPLEMENTS

Sander Attachment for Skid Steer/Bobcat Loader - AWD	$13.00	$ 14.00
Sander Attachment for Compact Track Loader/Bombardier Machine	$13.00	$ 14.00
Sander Attachment for Utility Work Machine/Trackless Machine – AWD	$13.00	$ 14.00
Snow Blower Attachment for Skid Steer/Bobcat Loader - AWD	$13.00	$ 14.00
Snow Blower Attachment for Compact Track Loader/Bombardier Machine	$13.00	$ 14.00
Snow Blower Attachment for Utility Work Machine/Trackless Machine – AW	$13.00	$ 14.00
Snow Blower Attachment for Front End Loader	$284.00	$ 292.00

END OF SECTION

CONTRACTOR: _____ Contract # C-_____

ADDRESS: _____

TELEPHONE NO: _____

2025-2026 SCHEDULE OF TRUCKS AND EQUIPMENT FOR HOURLY SNOW PLOWING SERVICES Copy 1

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 PLOWING: _____

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 PLOWING: _____

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 PLOWING: _____

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 PLOWING: _____

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

CONTRACTOR:_____ Contract #C _____

ADDRESS:_____

TELEPHONE NO:_____

2025-2026 SCHEDULE OF TRUCKS AND EQUIPMENT FOR HOURLY SNOW PLOWING SERVICES Copy 1

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 PLOWING:

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 PLOWING:

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 PLOWING:

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 PLOWING:

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

INDEMNIFICATION AGREEMENT

Date: _____

Should _____, hereinafter called the "Contractor" perform snow removal services for the City of Newton during the 2025-2026, winter season. The Contractor in consideration for the opportunity to perform such 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

Date: _____

_____hereby certifies that all equipment listed on the attached schedule of equipment is
(Contractor)
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

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

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

Print Name:_____ Date:_____

_____
Corporate Name

By: _____ Date: _____
Corporate Officer
(Mandatory, if applicable)

Print Officer 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 FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here

City of Newton

Mayor
Ruthanne Fuller

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 Request For Applications #26-22

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,

Business Category Information Form*

IFB No. 26-22

On Call Hourly Snow Plowing Services

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

□ I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

Company Name:_____

By: _____

Date:_____

M. Ronald Mendes, Esq. CMMT, CMMC
City Treasurer/Collector

Purchasing Dept. use only
Please Enter Vendor ID #: _____

CITY OF NEWTON, MASSACHUSETTS
TREASURY DEPARTMENT

Office: (617) 796-1330
Email: treasury@newtonma.gov

Ruthanne Fuller, Mayor

VENDOR PAYMENT SECURITY QUESTIONNAIRE

Vendor Legal Name and Address:

_____

_____

Principal Contact Person for financial matters (i.e. Chief Financial Officer):

Name: _____

Phone: _____

Email: _____

Principal Contact Person for Invoice Payments:

Name: _____

Phone: _____

Email: _____

Taxpayer EIN: _____

Invoice & Payment Instructions:

Typical Payment Terms: _____

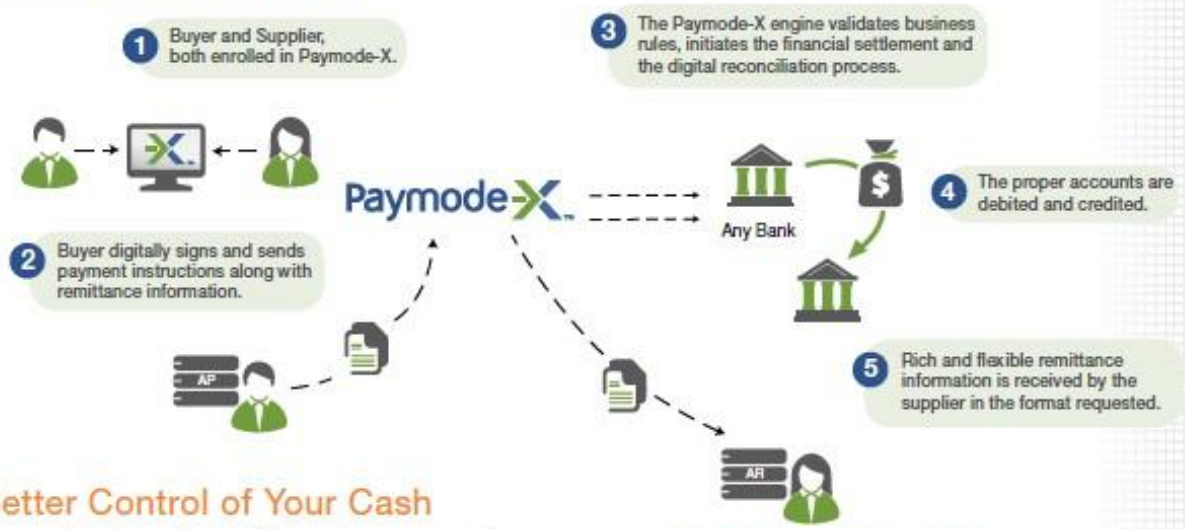
Payment Remittance Address: _____

Thank you for this information. If your company is the selected bidder, a representative of Newton Treasury will be contacting you to verbally confirm this information and to conduct a brief interview on payment security.

Please be advised that the City of Newton partners with Bottomline Technologies, Inc. to provide a secure invoice payment platform called Paymode-X. In order to participate in this secure payment platform, vendors must enroll with Paymode-X. In order to facilitate enrollment, Newton Treasury will provide your contact information to the Enrollment Team at Paymode-X. You should expect to receive contact from a representative of Paymode-X soon.

Please see the brochure on the next page for more information on this important service.

How Paymode-X Works



Better Control of Your Cash

As a member of the Paymode-X network, you can receive payment and digital remittance information electronically in a secure online environment, simplifying your reconciliation process. Paymode-X allows you to track inbound payments in real-time with an array of online reports, so you can better manage your cash flow. You can start receiving payments through Paymode-X without purchasing any software, modifying your existing accounts receivable systems or changing banks or bank accounts. Paymode-X features the highest levels of security available to ensure privacy, protection and control.

Paymode-X...

- Is easy to enroll and easy to use
- Enables better control and predictability of cash flow
- Works with any bank
- Fits your existing systems and banking practices
- Utilizes state-of-the-art security
- Includes unlimited digital remittance capabilities
- Notifies you electronically when payments are received
- Provides dedicated customer support

How to Get Started

Enroll in just 10 minutes via our secure Paymode-X web site.

What You'll Need:

- EIN (Tax ID number)
- Bank transit routing number
- Bank account number

Paymode-X offers the flexibility of sending your digital remittance information via ACH (CCD, CCD+ or CTX) via online download options or direct accounts receivable integration.

For more information call: 1.800-331-0974 or visit: http://www.Paymode-X.com

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 Twenty-Five, 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, pursuant to a Request For Applications issued on October 16, 2025 for the rental of snow plowing and hauling equipment by the City for normal plowing and 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:

a. This Contract;

b. The City's Request For Applications 26-22 issued by the Purchasing Department;

c. The Project Manual for **On Call Snow Plowing** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;

d. Addenda Number(s) _____;

e. The Application of the Contractor submitted for this Project and accompanying documents and certifications;

f. Certificate(s) of Insurance submitted by the Contractor in connection with this Project;

g. Duly authorized and executed Amendments, Change Orders issued by the City after execution of this Contract;

This Contract, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Contractor. The Contractor represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the City.

GENERAL CONDITIONS

The Contractor agrees to provide the City with the snow plowing and hauling equipment hereinafter described in Schedule of Trucks and Equipment of this contract, for all City normal snow plowing and hauling operations in accordance with the provisions set forth below for the **2025 – 2026** winter season.

The equipment listed in Schedule of Trucks and Equipment will be available for use whenever normal plowing and hauling operations exist and when requested by the Commissioner of Public Works or his authorized agent.

RESPONSIBILITIES OF CONTRACTORS

Equipment contracted for must be available at all times, seven days a week, including holidays, and must be capable of responding within one hour of notification. Only vehicles and equipment responding within the allotted notification period shall be paid for call-out time the City of Newton Snow Plowing/Hauling Rates, as amended, attached to the Request For Applications.

Upon execution of a contract, each piece of equipment contracted for normal plowing operations will be assigned by the Department of Public Works to a particular route. Streets on all routes are to be plowed in the sequence designated by the Commissioner of Public Works. 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.

Equipment listed in Schedule of Trucks and Equipment shall be made available for inspection by the City.

At the time of inspection, the City shall evaluate the condition of the equipment and its compliance with the specifications of this contract. The City shall reserve the right to reject any equipment which it does not consider to be in a condition adequate to perform the work required or otherwise not to meet the specifications of this contract. At the time of inspection, the City shall record such information as it deems necessary to assure the identification of the equipment as that contracted.

The Contractor shall be responsible for all fuels, repairs, and/or equipment necessary. Further, it shall be the Contractor's responsibility to assure equipment availability at all times during plowing operations. The City reserves the right to terminate a contract at any time for failure of equipment availability. The decision of the Commissioner of Public Works shall be final.

Equipment called in must arrive at its designated check-in point within one hour of being called and must be ready to begin plowing operations upon its arrival.

Contracted plowing operations shall be performed as close to bare pavement as possible and all streets shall be widened to maximum width. All intersections shall be cleaned to their full widths. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the Commissioner of Public Works.

All plowing operations shall be continuous and shall be continued without interruption unless said interruption is authorized by the Commissioner of Public Works.

In a normal plowing operation, work shall be completed to the standards described herein within six (6) hours of the cessation of snowfall, as determined by the Commissioner of Public Works.

Plow blades will be down when proceeding to and from assigned routes unless the pavement is bare from curb to curb.

OPERATIONS

An agent of the Commissioner of Public Works shall be assigned to supervise contracted equipment. Each agent shall be responsible for a designated group of routes. Planning operations shall be conducted in accordance with the direction of said agent and with the standards described herein. In no instance shall a plowing operation be deemed complete until it has been approved by said agent.

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

Ballast will be provided by the City. However, a $200 charge will be imposed if ballast is not deposited at the cessation of plowing operations at the location at which it was provided.

Each piece of contracted equipment shall carry an identification plate provided by the Department of Public Works. Such identification shall be maintained in place throughout the contract period.

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

Equipment provided shall be the items listed in Schedule of Trucks and Equipment and inspected by the City in accordance with the preceding section.

When directed, trucks shall be equipped with chains at time of arrival and throughout the performance of plowing operations.

In order to determine the hourly compensation rate for the equipment listed in Schedule of Trucks and Equipment, equipment will be classified as in attached schedule of Hourly Snow Plowing Rates, as amended.

During plowing operations, all front-end loaders and backhoe/ loaders shall be equipped with plow blades unless assigned specific tasks for which the bucket will suffice.

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

The City reserves the right to reject any equipment as inadequate due to condition or type.

Schedule of Trucks and Equipment

GENERAL CONDITIONS

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

In addition to the hours actually worked by motor trucks, graders, loaders or other equipment at plowing only, 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.

Rental time for plowing shall be figured from time punched in on City time clock to time punched out or authorized completion of plowing or hauling schedule. 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.

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.

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

All lessors of two (2) or more pieces of equipment must have Workmen's Compensation Insurance.

When lessor offers but one (1) piece of equipment, but employs a driver to operate the equipment, Workmen's Compensation is required.

When a lessor offers but one (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.

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 certificates).

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 Contractor's liability policies.

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 of the 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 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, 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.

MINIMUM WAGE RATES and HEALTH and WELFARE and PENSION FUND CONTRIBUTIONS as determined by the Commissioner of Labor and Industries under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, inclusive, as amended, must be complied with.

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 the existing state laws and regulations.

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

All trucks and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.

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 funds are authorized until work is assigned.

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 APPROVED

By_____

Mayor *or her designee*

Date_____

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.

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

Print Name:_____ Date:_____

_____

Corporate Name

By: _____ Date: _____

Corporate Officer
(Mandatory, if applicable)

Print Officer 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.