

2012-2013 Snow & Ice Control Program



RENTAL AGREEMENT

for
**SNOW & ICE CONTROL
SERVICES AND EQUIPMENT**

CITY OF MARLBOROUGH
Department of Public Works
Street Division
135 Neil Street
Marlborough, Massachusetts 01752
(508) 624-6910 Ext. 7200
Facsimile (508) 624-7699 TDD (508) 460-3610
ttemple@marlborough-ma.gov



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SNOW AND ICE CONTROL SERVICES AND EQUIPMENT

This Agreement, made this _____ day of _____, _____,
by and between the City of Marlborough, Massachusetts, through its
Department of Public Works (DPW), hereinafter called CITY, and

Name: _____
(Individual or Firm Name)

Address: _____
(Street Address and/or P.O. Box)

(City, State and Zip Code)

Telephone No: (_____) _____

Fax No: (_____) _____

E-mail: _____

As the owner or lessee of Equipment listed in this Agreement, hereinafter called CONTRACTOR, is for the purpose of securing for the CITY contract services and equipment rental for snow and ice control. The use and control of said equipment shall be as directed by the city's Department of Public Works Commissioner or his or her designee for all emergency operational needs for a term commencing on the date of this Agreement and continuing for a period of twelve (12) months and/or until a new agreement/contract has been issued for the next season.

In consideration of mutual promises between the parties and for other valuable considerations, it is agreed that:

1. The CITY hereby agrees to hire the equipment that it deems necessary for this year's Snow & Ice Operations and/or any other situation that it deems as an emergency. The Assistant Commissioner of Operations and/or his designee has selected each vehicle by stamping the word "APPROVED" and initialing next to each of the vehicles required as shown in APPENDIX "A"- CONTRACTOR'S AVAILABLE EQUIPMENT FORM, and are hereby incorporated into and made a part of this Agreement.
2. The CITY agrees to pay for the use of said equipment at the rates shown in APPENDIX "B"- PLOW RATES 2012-2013 including price differential (net increase and/or decrease) from the \$3.38 bench mark as shown in APPENDIX "C" - FUEL ADJUSTMENT WORK SHEET - both items are hereby incorporated into and made a part of this Agreement.
3. The CONTRACTOR agrees that the use of the equipment hired under this Agreement when called in to work in connection with snow and ice operations and/or emergency events shall be devoted for the benefit of the CITY for a term commencing on the date of this Agreement and continuing for a period of twelve (12) months and/or until a new agreement/contract has been issued for the next season. The use and control of said equipment shall be as directed by the CITY's DPW Commissioner or his/her designated representatives.
4. The CONTRACTOR warrants that the equipment hired under this Agreement is in first class condition and fit for its intended use, and shall be kept in such condition and fitness for the term of this Agreement. To that end, the CITY shall have the right to inspect said equipment prior to entering into this Agreement and at any time during the term of this Agreement. The decision(s) of the CITY's DPW Commissioner or his/her designated representatives as to the suitable condition and fitness of any equipment shall be final. The CONTRACTOR hereby acknowledges and agrees that equipment hired under this Agreement shall comply with the requirements of APPENDIX "D"- EQUIPMENT SPECIFICATIONS, hereby incorporated into and made a part of this Agreement.
5. The CONTRACTOR agrees that the equipment hired under this Agreement shall be legally registered in Massachusetts, and that such registration shall be kept current during the term of this Agreement. The CONTRACTOR further agrees and warrants that each of the operators shall have a valid and current Operators License for the equipment he or she will operate, and that such licenses shall be kept current during the term of this Agreement. The CONTRACTOR hereby acknowledges and agrees to comply with the requirements of APPENDIX "E"- EQUIPMENT REGISTRATION/OPERATOR LICENSES, hereby incorporated into and made a part of this Agreement.

6. The CONTRACTOR shall indemnify and hold the CITY harmless from any and all losses, throughout the term of this Agreement APPENDIX "L" - CONTRACTOR'S INDEMNIFICATION AGREEMENT damages or injuries incurred by or as a result of the operation of CONTRACTOR's equipment or operators. The CONTRACTOR hereby acknowledges and agrees to comply with the requirements of APPENDIX "F"-INSURANCE REQUIREMENTS, hereby incorporated into and made a part of this Agreement.
7. The CONTRACTOR agrees that the work under this agreement shall be done in a proper manner and in a way satisfactory to the CITY's DPW Commissioner or his/her designated representatives. The CONTRACTOR further agrees to comply with the requirements of APPENDIX "G" - SNOW PLOWING SPECIFICATIONS AND SAFETY REQUIREMENTS, hereby incorporated into and made a part of this Agreement.
8. In the event the equipment being used by the CONTRACTOR under this Agreement suffers a breakdown or fails at any time to meet the approval of the CITY's DPW Commissioner, he shall have the right to order such equipment off the job. The CONTRACTOR shall have the opportunity to furnish appropriate replacement equipment within a sixty (60) minute time period after such order. Provided the replacement equipment was listed in CONTRACTOR'S APPENDIX "A"-CONTRACTOR'S AVAILABLE EQUIPMENT FORM and has passed the ANNUAL INSPECTION CHECK LIST FOR HIRED EQUIPMENT as required in ATTACHMENT 9.
9. Should the CITY's DPW Commissioner notify the CONTRACTOR that any CONTRACTOR's employee is in any way a detriment to the satisfactory performance of the services under this Agreement, the CONTRACTOR agrees that such employee(s) shall immediately be ordered off the job and thereafter shall not be permitted to engage in any part of such services. The CONTRACTOR shall have the opportunity to replace such employee(s) within a sixty (60) minute time period after such order. Please note that the CONTRACTOR must meet all requirements as listed above in item number 5 and comply with the requirements of APPENDIX "E" - EQUIPMENT REGISTRATION/OPERATOR LICENSES
10. The decision as to when to call for a Snow and Ice Control Operation and/or any other emergency operations rests entirely with the CITY, and the CITY will determine when conditions warrant calling such an operation. The CONTRACTOR therefore acknowledges that the extent to which he/she will be called is dependent upon the severity of the winter weather and the continued quality and timeliness of his or her work as evaluated by the CITY's DPW Commissioner.
11. This Agreement may be terminated upon one (1) day's notice by the CITY to the CONTRACTOR, and will in no case continue for any stated period other than the term set forth in this Agreement. Grounds for such termination by the CITY are set forth, but not limited to, those identified in APPENDIX "H"-RIGHTS OF THE CITY, hereby incorporated into and made a part of this Agreement.

12. Payment shall be made in accordance with the provisions of M.G.L. Chapter 41, Section 56 relating to the payment of municipal obligations. This Agreement is subject to appropriation and is subject to and governed by M.G.L. Chapter 44, Section 31D. APPENDIX "I"-PAYMENT/BILLING POLICIES AND PROCEDURES, hereby incorporated into and made a part of this Agreement, addresses payment policies and procedures
13. The following Appendices, hereby incorporated into and made a part of this Agreement, shall be completed by the CONTRACTOR:
- A) APPENDIX "J"-REQUIRED CONTRACT CERTIFICATIONS
 - B) APPENDIX "K"-CONTRACTOR INFORMATION FORM
 - C) APPENDIX "L"-CONTRACTOR'S INDEMNIFICATION AGREEMENT
 - D) APPENDIX "M"- GLOBAL POSITIONING SYSTEM (GPS) AGGEMENT
 - E) APPENDIX "N"- SIGN-UP BONUS DEADLINE AND REQUIREMENTS
14. The CITY agrees to provide and/or furnish during emergency Snow & Ice Operations, Severe Storms such as Hurricanes, Tornado's, Flooding, Wildfires and/or any others situation that the City deems as an Emergency, meals prepared by either a hired caterer and/or its personnel, to the CONTRACTOR as part of this contract agreement. The CITY wants to ensure that the CONTRACTOR(S) is replenished of the nutrition needed to maintain the emergency level of service required by the CITY.

IN WITNESS WHEREOF, the CONTRACTOR, by the proper duly authorized person or persons, and the CITY, by all being hereunder duly authorized, hereunto set their hands and seals.

CITY:

CONTRACTOR:

CITY OF MARLBOROUGH

(Individual or Firm Name)

By: _____
Thomas P. Temple
Assistant Commissioner of Operations
Department of Public Works

By: _____
Signature

Print Name

Address for giving notices:
Office of the Commissioner

Department of Public Works
City of Marlborough
135 Neil Street
Marlborough, MA 01752

Note: If CONTRACTOR is a corporation, AFFIDAVIT OF CLERK OF COROPORATION CONTRACTOR form, giving the principal the right to execute this Agreement, must accompany this executed Agreement.

APPENDIX "A"

CONTRACTOR'S AVAILABLE EQUIPMENT FORM

TYPE (Describe Fully) (Include Plow Size and/or bucket size) [Registered Gross Vehicle Weight- RGVW]								
MODEL								
MAKE								
YEAR								

APPENDIX "B"
RATES 2012-2013

Plowing Rates

PLOWING		Hourly Base Rate	Early Sign-up Bonus	Total with Sign- up Bonus
<i>4x4 BACKHOE</i>				
	1.25 to 2 YD. w/10' min. plow	\$91.00	\$4.00	\$95.00
	w/10' min. power reversible plow	\$96.50	\$4.00	\$100.50
<i>FRONT END LOADERS</i>				
	3 to 5.99 YD. w/11' min. plow	\$112.50	\$4.50	\$117.00
	w/11' min. power reversible plow	\$118.00	\$4.00	\$122.00
	6 YD. and greater w/12' min. plow	\$134.00	\$4.00	\$137.00
<i>DUMP TRUCKS</i>				
	10 WHEELERS w/11' min. plow <i>(65,000 lbs min. RGWV)</i>	\$106.00	\$4.00	\$110.00
	w/10' min. power reversible plow	\$111.50	\$4.00	\$115.50
	6 WHEELERS w/11' min. plow <i>(36,000 lbs min. RGWV)</i>	\$103.50	\$4.00	\$107.50
	w/10' min. power reversible plow	\$109.00	\$4.00	\$113.00
	6 WHEELERS w/11' min. plow <i>(11,000 lbs to 35,000 lbs min. RGWV)</i>	\$88.00	\$4.00	\$92.00
	w/10' min. power reversible plow	\$93.50	\$4.00	\$97.50
	Wing plow	\$19.00		
	Underbody scraper plow <i>(only when directed to use)</i>	\$10.00		
<i>4 WHEEL DRIVE PICKUPS</i>				
	4WD PICKUP (F-350 or Equal) w/9' min. power reversible plow <i>(8,800 lbs min. RGWV)</i>	\$54.50	\$3.50	\$58.00
<i>GRADER</i>				
	<i>(12 TON Min.)</i>	\$118.00	\$4.50	\$122.50
<i>SKIDSTEER</i>				
	<i>(1,100 lbs to 3,100 lbs min. RGWV)</i>	\$58.00	\$4.00	\$62.00
	<i>(3,150 lbs to 7,100lbs min. RGWV)</i>	\$61.00	\$4.00	\$65.00

APPENDIX "B"
RATES 2012-2013

Plowing Rates
(Continued)

		Hourly Base Rate
SNOW REMOVAL		
<i>FRONTEND LOADER</i>		
	3 to 5.99 YD.	\$107.00
	6 YD. and greater	\$129.00
<i>DUMP TRUCKS</i>		
	TRAILER DUMPS	\$77.00
	TRI-AXEL	\$69.00
	10 WHEELERS	\$65.00
	6 WHEELERS	\$61.00
<i>DOZER</i>		
	D-8-L (min.)	\$125.00
		Hourly Base Rate
SPREADERS/LIQUID CHEMICAL TRUCKS		
<i>SOLID MATERIALS</i>		
	11 TO 14 YARD	\$90.50
	6 TO 10 YARD	\$78.50
	2 TO 5 YARD	\$71.50
<i>LIQUID CHEMICALS</i>		
	11 TO 14 YARD (only when directed to use)	\$88.50
	6 TO 10 YARD (only when directed to use)	\$83.50

APPENDIX "C"



FUEL ADJUSTMENT WORK SHEET 2012-2013 WINTER SEASON

Monthly cost of diesel per Marlborough Department of Public Works invoices for same								
Base Rate	Monthly Diesel & Cost, Department of Public Works (\$/gallon)							% increase
Sep-12	Sept. '12	Oct. '12	Nov. '12	Dec. '12	Jan. '13	Feb. '13	Mar. '13	Sept '12 - Mar '13
\$3.38 Diesel	\$3.38							
Price Differential:								

Note: The price differential above represents the net increase and/or decrease from that \$3.38 benchmark.

Assumed Fuel Consumption Rates For Various Categories Of Hired Equipment			
Category	Class Code	Equipment	Assumed Consumption Rate
I	10000	TRUCK - 3/4 Ton Pickup	5.5 gallons/hour (MassHighway)
	20000	TRUCK - 8,600 to 10,000 GVW	
	30000	TRUCK - 10,001 to 16,000 GVW	
	90000	SKID STEER	
	All others		
II	40000 to 130000	TRUCKS, GRADERS, FEL's	6.75 gallons/hour (Masshighway)
	300000 - 360000	SPECIALTY EQUIPMENT	

Fuel Adjustment by Month - Dollar Amounts (\$/hour) Added To Compensation						
	Oct. '12	Nov. '12	Dec. '12	Jan. '13	Feb. '13	Mar. '13
PAY PERIODS:						
Category I:	-	-	-	-	-	-
Category II:	-	-	-	-	-	-

Note: Fuel adjustments are based on Marlborough Department of Public Works average monthly diesel price for the previous month.

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APPENDIX "D"

EQUIPMENT SPECIFICATIONS

The equipment furnished under this Agreement shall be in accordance with the CITY's specifications for its type and intended use and shall fully comply with any and all applicable motor vehicle laws of the Commonwealth of Massachusetts and Federal Department of Transportation.

Each piece of equipment furnished under this Agreement shall be inspected by the CITY prior to or concurrent with the execution of this Agreement. All equipment shall be in excellent condition, smooth running at operating levels, clean inside, outside and under the hood, with evidence of proper maintenance. The CITY reserves the right to reject any equipment older than 12 years. The CITY further reserves the right to reject any piece of equipment that does not pass CITY inspection and comply fully with these equipment specifications at any time during the term of this Agreement. All determinations of the condition and/or the suitability of equipment for use under this Agreement shall be made solely by the Commissioner of Public Works or his/her representatives.

When arriving for an emergency operation, all equipment must be in excellent condition, prepared for work, and have chains available for use if needed and as determined by the Commissioner of Public Works or his/her representatives.

The rate for each piece of equipment shall include the CONTRACTOR providing the equipment, operator, insurance, repairs, tire chains, fuel, oil, lubricants and all other costs related to the operation of the equipment.

The CITY will issue a window sticker and/or decal for each piece of hired equipment. The window sticker will be numbered and identify the CONTRACTOR's equipment as CITY-hired equipment. The window sticker shall be affixed to the driver's side window by the Superintendent of Fleet Maintenance and/or his designee after it passes inspection. Said sticker shall remain so-affixed at all times while the equipment is in the employ of the CITY.

Inspections

All the equipment hired for snow and ice operations shall be inspected for conformance to City requirements by the Fleet Maintenance Division and/or the General Foreman, Streets (Attachment 9 - from SOP) and the paperwork reviewed to confirm that it represents the vehicle being inspected. ***During the time of inspection, the CONTRACTOR shall be responsible for the following:***

APPENDIX "D"

EQUIPMENT SPECIFICATIONS

(Continued)

- A minimum of two photographs shall be taken of each piece of equipment by Fleet Maintenance personnel at the time of the department's inspection.
- Photographs will be taken from the left rear and right front, angled to show the complete vehicle, and shall clearly depict the vehicle registration plate.
- Photographs shall be retained at the Fleet Maintenance office along with a copy of the agreement, the registration and certificate of insurance.

Window Sticker/Decal and Code

- CONTRACTORS shall be issued for each vehicle hired for Snow & Ice/Emergency Operations a window sticker/decal which shall be affixed to the driver's side window at all times during their employ for each vehicle hired for snow & Ice operations.
- The CITY's Superintendent of Fleet Maintenance shall be responsible for dispensing and/or placement of the window sticker to all contractor's vehicle(s) that pass inspection.

Registration

- The CONTRACTOR shall be registered in Massachusetts, without exception, and insured with at least the minimum coverage as required in APPENDIX "F".
- Copies of the CONTRACTOR's vehicle registrations shall be kept on file in the Streets Division, Dispatch office and updated as changes occur, in particular after January 1st.
- "Repair" plates, "Dealer" plates, and "Farm" plates are NOT ALLOWED.
- The Registered Gross Vehicle Weight (**RGVW**) of the vehicle is what determines and/or establishes the hourly rate at which a contractor shall be paid as noted in APPENDIX "B", which includes the operator, fuel, equipment etc.
- The City of Marlborough Department of Public Works, Dispatch shall notify all hired equipment involved in our snow and ice operations and/or emergency storm event via our new Black Board Connect System. All CONTRACTORS AND/OR THEIR OPERATOR(S) shall be required to respond immediately to the Black Board Connect System message regarding the emergency storm related event. Failure to respond to our emergency call request shall be considered a "no show" and shall result in this department replacing and/or backfilling route(s) with another eligible hired equipment contractor for the storm event in question. A second offense will terminate this Agreement and jeopardize your eligibility and/or consideration as a CONTRACTOR for next year's snow and ice operations.

APPENDIX "D"

EQUIPMENT SPECIFICATIONS

(Continued)

Communications

- The CONTRACTOR AND/OR THEIR OPERATOR(S) shall be required to carry a cellular telephone and/or operable push to talk. Each operator must understand and speak English.
- It shall be the responsibility of the CONTRACTOR to notify the CITY's Foreman of any number changes.
- All expenses associated with meeting this requirement shall be borne by the CONTRACTOR.

Calibration

- The calibration of hired equipment with material spreaders shall be performed annually, by a certified service provider.
- Calibration is required to ensure that the unit is operating within the manufacturer's specified tolerances and that the dispensing rates are set according to City's standards.
- The contractor shall furnish a copy of the certificate of calibration to the Superintendent of Fleet Maintenance on your scheduled date for inspection.
- All trucks used for plowing shall carry ballast as directed by the General Foreman of Streets Division or his designee.

Emergency /Flares/Lights

- All trucks shall carry a minimum of three flares for use when disabled on the roadways. The word "flare" shall mean a red electric lamp or a red emergency reflective warning device which must conform to the requirements of the Interstate Commerce Commission and must bear the label of the Underwriter's Laboratory.
- The CONTRACTOR, while working on Snow and Ice Control and/or Emergency Operations, shall have a minimum of one amber flashing light mounted on the cab roof or the highest practical point of the machinery. Amber flashers must be visible to both oncoming and overtaking traffic and shall have a minimum of 32 candlepower and a flashing frequency of 50 to 60 times per minute. Vehicles which have a tare weight of 10,000 pounds or greater shall have two additional flashing red lights mounted on either side of their rear assemblage no less than six (6) feet above the roadway and shall have a minimum of 25 candlepower and be no less than six (6) inches in diameter. Strobe lights may be substituted for the above mentioned lights.

APPENDIX "D"

EQUIPMENT SPECIFICATIONS

(Continued)

Spreading Equipment

- Hired deicing material spreading trucks shall be automated with ground speed control systems and equipped with an "A" frame; pump and ram plow attachment complete with plow and cutting edges of suitable size for the vehicle. Automated spreading equipment not furnishing a plow setup will be released after the initial material applications are made, no longer than two hours into the storm.
- CONTRACTORS shall report to the CITY's Foreman after being called in to work. CONTRACTORS, without exception, will report fully loaded with fuel.
- Every effort shall be made to utilize all spare/unassigned equipment on a rotational basis by size and category as dictated by storm conditions, with consideration given to responsiveness, condition of equipment and the vendor's knowledge of assigned routes.
- Equipment must show up within a maximum of one hour from the time called in for Snow & Ice Operations. Equipment shall be paid from the time that they actually punch in at the DPW. Equipment consistently late shall be released from the operation. An allowance of up to (60) minutes will be made to accommodate CONTRACTORS whose equipment has broken down and are making a good faith effort to repair. Should the equipment prove beyond immediate repair, it will be removed from service. No parts or service will be provided by the city.
- All CONTRACTORS must report back to their Foreman before release and any material remaining must be spun off and placed in storage at the DPW. The hopper body of all hired spreaders shall be visually inspected as a check to ensure no material is remaining. All Foremen shall be charged with keeping precise

records of CONTRACTOR's time including time called, reporting time and time dismissed.

Global Positioning System (GPS)

- The City of Marlborough may elect at any time during the contract period to have the Owners or Lessees install and operate locating devices on their respective equipment compatible with the department's Global Positioning System (GPS). The GPS system will be utilized as a way to increase safety, track vehicle location and redeploy or dispatch equipment.
- Upon the issuance of city-owned GPS equipment, the city shall further provide, under separate agreement (APPENDIX "M", GPS AGREEMENT), to the Owner or Lessee, the terms and conditions on the use and maintenance responsibility for said GPS equipment. The GPS agreement shall be incorporated and made part of this agreement.

APPENDIX "D"

EQUIPMENT SPECIFICATIONS

(Continued)

- All vehicles used during snow and ice operations, except material loaders utilized within the limits of a City of Marlborough depot(s) or other vehicles not directly related to snow and ice operations, e.g., dozer, hauling vehicles, sweepers, vac/jet trucks, etc., maybe required to install and maintain a City of Marlborough approved GPS device. Vehicles that operate within all plow sections are required to utilize City of Marlborough's GPS.

Payment

- CONTRACTORS will be paid the established hourly rate based on the Registered Gross Vehicle Weight (**RGVW**) of the vehicle included in APPENDIX "B", which includes the operator, fuel, equipment etc. All CONTRACTORS involved in **sanding and salting operations** are guaranteed a minimum of two hours work per call out unless the storm operation changes and the CONTRACTOR'S are directed to convert to plow operations. This shall be construed and/or considered continuous work and included as part of the 2 hour minimum. The same hold true for the opposite scenario when a contractor is called directly into a plow operation and then asked to sand immediately after the plowing event. There is no two hour minimum adjustment given the continuous hours worked for this department. Payment will not be rendered until the payment voucher in APPENDIX "I" has been submitted to the Head Clerk located at the DPW (1st floor) in the office of Personnel and Finance for approval.

APPENDIX "E"

EQUIPMENT REGISTRATION / OPERATOR LICENSES

The CONTRACTOR shall provide a photocopy to the CITY of a current Massachusetts State Registration for each piece of equipment hired under this Agreement. Failure to keep equipment properly registered will terminate this Agreement relative to that unregistered equipment.

The CONTRACTOR shall provide a photocopy to the CITY of a current and valid Massachusetts Operator's License and DOT qualified Medical Card for each and every new or current operator of equipment hired under this Agreement. The CONTRACTOR shall be responsible for insuring that each operator has the appropriate license for the type and class of equipment he/she will be operating. Failure to insure that operators' licenses are current, valid and appropriate for the equipment being operated is grounds for termination of this Agreement. Such failure may, if an operator with a license that is not current, valid or appropriate for the equipment operated causes any damage, result in civil action.

CONTRACTOR is hereby advised that the Federal Highway Administration has regulations requiring an alcohol and drug testing program. The CITY strongly urges you to review the regulations which are cited as 49 Code of Federal Regulations Part 382. The signatory to this agreement, by signing it or accepting payment for services rendered under it, is guaranteeing the CITY that the CONTRACTOR has an alcohol and drug testing program as required.

APPENDIX "F"

INSURANCE REQUIREMENTS

Prior to the execution of this Agreement, and within ten (10) days of any policy renewal, the CONTRACTOR shall furnish the CITY with a Certificate(s) of Insurance, issued by a company satisfactory to the CITY, specifying the types and limits of insurance required herein. Insurance coverage shall be required for the entire term of this Agreement.

REQUIRED LIABILITY LIMITS

A. AUTOMOBILE LIABILITY

The Certificate(s) of Insurance shall provide evidence of Automobile Liability.

Bodily Injury	\$1,000,000.00	each person
	\$1,000,000.00	aggregate
Property Damage	\$1,000,000.00	each occurrence
	\$1,000,000.00	aggregate

If found to be Operator negligent, the CONTRACTOR agrees to be responsible for the repair or replacement for any damages done by his/her equipment to any lawn, fence, curbing, berm, street signage or any other public or personal property damage as a result of operation of his/her equipment under this Agreement. Such repair or replacement shall be done to the satisfaction of the CITY.

Certificates of Insurance must name the City of Marlborough, Massachusetts as an additional insured as it relates to snowplowing operations.

B. OTHER

ALL policies shall provide a hold harmless clause which holds the City of Marlborough harmless from any liability associated with the acts of the insured or their employees.

All policies shall be written that the Owner will be notified in writing of cancellation or restrictive amendment at least **thirty (30) days** prior to the effective date of such cancellation or amendment.

A prerequisite to the execution of a contract is the receipt of certification of insurance, delivered to:

City of Marlborough
Department of Public Works
Superintendent of Fleet Maintenance
Municipal Garage – 1st Floor
135 Neil Street
Marlborough, MA 01752

C. All liability policies of insurance required shall name the City of Marlborough as an "additional insured." Each policy shall be in the amounts specified above. Any lack of insurance will not release the Contractor or Subcontractor from its responsibility to indemnify the Awarding Authority.

Said coverages shall be provided for all equipment included in this Agreement.

APPENDIX "F"

CITY OF MARLBOROUGH



GENERAL REPORT FORM FOR DAMAGE TO CITY/PRIVATE PROPERTY

NAME OF CLAIMANT OR
RESPONSIBLE PARTY:

DATE OF INCIDENT:

CLAIM IS RESPONSIBILITY OF CONTRACTOR:

Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

CLAIM IS AN ACCIDENT INVOLVING CITY VEHICLE; ACCIDENT REPORT &
OPERATOR'S REPORT ARE ATTACHED.

CLAIM IS FOR DAMAGE TO PROPERTY DURING SNOW OPERATIONS:
PROVIDE FOLLOWING INFORMATION:

Driver:

Vehicle (year, make):

Last six VIN numbers:

CLAIM IS FOR DAMAGE CAUSED TO CITY PROPERTY. PROVIDE ESTIMATE:

Damage will cost \$ _____ to repair/replace.

Estimate/Invoice is attached

POLICE INCIDENT REPORT IS ATTACHED.

SUPPLEMENTAL INFORMATION/COMMENTS:

Signature

Date: _____

Title: _____

APPENDIX "G"

SNOW PLOWING SPECIFICATIONS AND REQUIREMENTS

Snow Plowing Specifications

The CITY will furnish a zone and/or route map(s) for the area or streets to be plowed. The CITY may also furnish a sequence of plowing which must be adhered to.

The minimum general standard for acceptable work shall be for the CONTRACTOR to plow snow to the maximum extent possible to the side of the street, leaving no windrows in intersections.

General Snow Plowing Requirements

- All streets are to be plowed with a center pass in and out until each of the streets assigned to you have been opened for emergency response. Once this has been achieved, all streets shall be plowed the full width of pavement from the center of the roadway to the curbing and/or edge of pavement.
- Intersections and curb radii shall be properly cleared, with no residual snow left remaining in intersections and/or within 50 feet of the intersection. Intersections are to be plowed (as mentioned above) maintaining the same windrow/uniformly consistent with all tangent runs by bring the snow around the radii and avoid any piling/accumulation at intersections.
- Plowing shall be at a speed that is just sufficient to move the snow, not to exceed 25 M.P.H.
- Plowing shall be with a loose hoisting chain/cable so plow rides on cutting edge.
- Equipment shall remain off private property while working for this department not turn around in private driveways.

- One-Way Streets:

One-way streets shall be plowed to each curb or edge of pavement. The right side of the center line shall be plowed to the right side and the left side of the center line plowed to the left side. At no time shall a one-way street be plowed the wrong way against the traffic pattern.

- Blocked Streets:

If a street is blocked, every effort shall be made to bypass the blockage. If unable to bypass the blockage, the operator shall immediately notify the CITY.

APPENDIX "G"

SNOW PLOWING SPECIFICATIONS AND REQUIREMENTS

(Continued)

- Dead End Streets (Excluding cul-de-sacs):

Snow shall not be pushed into the end of dead end streets. Rather, near the end of a dead end, the operator 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 that the operator can then turn around and push the snow out from the end of the street.

Snow Plowing Reporting Requirements

During the course of snow plowing, the CONTRACTOR shall immediately notify the CITY when any of the following occurs:

- An injury to any person or damage to other vehicles or property (see APPENDIX F).
- A breakdown of equipment.
- A street cannot be plowed, reporting the reason(s).
- A zone or route has been completed.

Safety Requirements

- Stop for pedestrians
- Mailboxes
- Signposts
- Fire Hydrants
- Guardrails
- Fences
- Special maneuvering areas, cul-de-sacs, steep grades, dead ends

APPENDIX “G”

SNOW PLOWING SPECIFICATIONS AND REQUIREMENTS

(Continued)

1. Avoid backing, if it is necessary, use extreme caution.
2. Time shall be permitted to accommodate meal(s) for all CONTRACTORS involved in Snow and Ice /Emergency Operations as determined by the Assistant Commissioner of Operations and/or his designee.
3. For all emergency issues and/or concerns CONTRACTOR is directed to notify (11 and/or foreman/dispatch.

APPENDIX "H"

RIGHTS OF THE CITY

The CITY shall have the right to terminate this Agreement in the sole determination of the City, under the provisions of Item 11 of the Agreement for any of, but not limited to, the following circumstances:

The CONTRACTOR has:

- 1) Failure to respond and/or show up for emergency storm event when requested by this department shall be considered a "No Show".
- 2) Abandoned the work to be performed under this Agreement.
- 3) Assigned this Agreement to another without CITY consent.
- 4) Unnecessarily or unreasonably delayed any of the work to be performed under this Agreement.
- 5) Failure to furnish licensed operators.
- 6) Disregarded the instructions of the CITY's DPW Commissioner or his/her designated representatives.
- 7) Failure to perform properly on any zone or route as determined by the CITY's DPW Commissioner or his/her designated representatives.
- 8) Been found to be plowing or performing any other work on private areas, e.g., driveways, parking lots, etc., other than those assigned by the CITY during those hours specified in Appendix I.
- 9) Otherwise been guilty of any substantial violation of any provision of this Agreement.
- 10) Any violation of the laws of the State/Federal/DOT, including but not limited to, the conflict of interest statute as defined by MGL C. 268 A.

APPENDIX "I"

PAYMENT/BILLING POLICIES AND PROCEDURES

Payment will be made for those pieces of equipment (approved by the Assistant Commissioner of Operations) listed in APPENDIX "A"- CONTRACTOR EQUIPMENT FORM at the rates listed in APPENDIX "B"- RATES 2012-2013 including price differential (net increase and/or decrease) from the \$3.38 bench mark as shown in APPENDIX "C" – FUEL ADJUSTMENT WORK SHEET – both items are hereby incorporated into and made a part of this Agreement, as agreed to in writing by the City's Commissioner of the DPW whichever is applicable.

The CITY will pay the CONTRACTOR from the time he/she punches the time clock.

It shall be the responsibility of the CONTRACTOR to insure that each piece of his/her equipment is logged in and logged out at the DPW Operations Center, that he/she has signed a Contractor Time Sheet and that this sheet has been approved and signed by a CITY representative. In addition to the Contractor Time Sheet, the Contractor must submit an original contractor invoice/payment voucher to the Head Clerk located at the DPW (1st floor) in the office of Personnel and Finance for approval. The Contractor Time Sheet along with an original invoice/payment voucher shall be used to determine the hours for which the CONTRACTOR will be paid. Please note original contractor invoice and/or payment voucher must be submitted weekly and include date(s) of the event worked and his or her city assigned window sticker number for each piece of equipment invoiced.

APPENDIX "J"

REQUIRED CONTRACT CERTIFICATIONS

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

Pursuant M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the LESSEE is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

BY:

Signature of Individual/Corporate Name (Mandatory)
Corporate Officer (Mandatory, if applicable)

Social Security number (voluntary) or
Federal Identification Number

DATE: _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will 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.

UNEMPLOYMENT INSURANCE CERTIFICATION

Pursuant M.G.L. c. 151A, §19A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I have complied with all the Laws of the Commonwealth relating to contributions and payments in lieu of contributions for unemployment insurance.

BY:

Signature of Individual/Corporate Name (Mandatory)
Corporate Officer (Mandatory, if applicable)

DATE: _____

APPENDIX "J"

REQUIRED CONTRACT CERTIFICATIONS

(Continued)

NON-DEBARMENT CERTIFICATION

Pursuant to M.G.L. c. 152, §25C (10), I certify under penalties of perjury that, I am not presently debarred from bidding or contracting with any state or municipal agency in the commonwealth under the provisions of Chapter 152 (Worker's Compensation Law) , Chapter 29, §29F or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder.

BY:

Signature of Individual/Corporate Name	(Mandatory)
Corporate Officer (Mandatory, if applicable)	

DATE: _____

APPENDIX "K"

CONTRACTOR INFORMATION FORM

This information sheet is intended to provide a single-sheet source for routine and emergency communication with the CONTRACTOR by the CITY. The CONTRACTOR shall complete all applicable sections.

Name: _____
(Individual or Firm Name)

Address: _____
(Street Address and/or P.O. Box)

(City, State and Zip Code)

-E-mail Address: _____

Telephone Numbers:

-Daytime

Monday thru Friday: () _____ - _____

Contact Person: _____

-Weekends and Nights: () _____ - _____

Contact Person: _____

-Emergency:

Contact Person: _____

-Back-up Emergency: () _____ - _____

Contact Person: _____

-Mobile(s): () _____ - _____

() _____ - _____

-Beeper(s)/Pager(s): () _____ - _____

Social Security/FID #: _____

Signature: _____
(Owner, Agent or Individual)

APPENDIX "L"

CONTRACTOR'S INDEMNIFICATION AGREEMENT

(CONTRACTOR) shall, to the maximum extent permitted by law, indemnify and save harmless, the City of Marlborough, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by **(Contractor)**, its employees, agents, subcontractors or material men. The existence of insurance shall in no way limit the scope of this indemnification. **(Contractor)** further agrees to reimburse the City of Marlborough for damage to its property caused by **(Contractor)**, its employees, agents, subcontractors or material men, including damage caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the City of Marlborough gross negligence or willing misconduct.

Signature of Contractor

Company Name

Date: _____.

APPENDIX "M"

GLOBAL POSITIONING SYSTEM (GPS) AGREEMENT

_____, Registered Owner/Lessee as referred to in the snow and ice agreement with City of Marlborough, in consideration of payment for snow and ice removal services shall be issued GPS equipment and agrees to the terms and conditions set forth below.

1. Owner/Lessee shall be issued GPS equipment. City of Marlborough GPS Instruction Sheet; and (together referred to as "GPS equipment").
2. Owner/Lessee shall at all time when assigned to snow and ice removal operations log-in and maintain the GPS equipment in any vehicle used for the operation of snow and ice control. Said equipment shall be attached and operational within the vehicles (site approved by DPW) during Snow and Ice operations.
3. The Owner/Lessee hereby acknowledges his understanding that failure to follow the terms and conditions for the operation of the GPS equipment may result in forfeiture of payment for service. Forfeiture of payment will apply to vehicles engaging in unauthorized activities or failing to comply with GPS procedures. Forfeiture of payment, will apply to the specific vehicle(s) that are in violation of the agreement for the time the violation occurred. This does not apply to GPS equipment failures, authorized stand-by time, time acquiring materials or allowed and necessary breaks. All GPS equipment failures must be reported to a City of Marlborough Snow and Ice Supervisor in charge immediately.
4. Owner/Lessee is required to provide a DC/Cigarette Lighter adaptor (positive ground truck) for purposes of charging GPS equipment using the vehicle charging system during hours of operations.
5. Owner/Lessee shall be responsible for proper care of the issued GPS equipment including batteries and charging units. As required, the city shall be responsible for replacement of the GPS equipment, provided the broken or malfunctioning equipment is returned to City of Marlborough. The payment of said replacement equipment by City of Marlborough shall only occur for the first GPS equipment issued, and shall only occur provided the GPS equipment was not maliciously and purposely damaged by the Owner/Lessee. If the replacement GPS equipment provided by the city is damaged, the Owner/Lessee shall be responsible for any and all costs for the repair and replacement of the second and any subsequently issued GPS equipment.
6. Owner/Lessee shall return GPS equipment to the Snow and Ice Supervisor upon completion of work for the 2012-2013 winter season. Any outstanding payments due the Owner or Lessee at the conclusion of the 2012-2013 snow season, shall not be released prior to the return of the GPS equipment in proper working condition. However, City of Marlborough may not withhold outstanding payments based on the return of non-working, first-issued GPS equipment, which has not been maliciously or purposely damaged by the Owner/Lessee.

The Owner/Lessee agrees to accept, operate and maintain the GPS equipment in accordance with the above terms and conditions.

OWNER'S/LESSEE SIGNATURE

Signature of Contractor

Company Name

Date: _____

Telephone No: _____

APPENDIX "N"

SIGN-UP BOUNUS DEADLINES AND REQUIREMENTS

In order to receive the City of Marlborough sign-up bonus for the 2012-2013 Snow and Ice Program the CONTRACTOR must complete, sign, submit and comply with all requirements of the contract documents as noted below or foregoing the sign-up bonus.

1. One original City of Marlborough 2012-2013 Snow & Ice Control Program Rental Agreement for Snow & Ice Control Services and Equipment, dated 8/24/12.

Please note this includes all requirements, certifications, forms and agreements as set forth in the agreement including appendices (complete) on or before Friday, October 12, 2012.

2. It is the CONTRACTOR'S responsibility to contact Steve Senato, Superintendant, Fleet Maintenance Division at 508.624.6910 ext. 7501 to schedule the inspection of his or her vehicles involved in this year's Snow and Ice Program. Once a date has been arranged, please enter the date and time of the scheduled inspection(s) on the line provided below. Failure to contact Mr. Senato on or before Friday, October 12, 2012 will result in your company foregoing the sign-up bonus.

Date of Inspection	Time	<u>Inspection(s) at the DPW</u> Location
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Steve Senato, Superintendant

All vehicle inspection requirements as identified in the City of Marlborough Standard Operation Procedure (ATTACHMENT 9) are due at the time of your scheduled inspection (attached).

CITY OF MARLBOROUGH/DPW
ANNUAL INSPECTION CHECKLIST
FOR HIRED EQUIPMENT

COMPANY NAME:
VEHICLE NUMBER:
VEHICLE COLOR:
VEHICLE TYPE/MAKE/MODEL/YEAR:
REGISTRATION NUMBER:
REGISTERED GROSS VEHICLE WEIGHT (RGVW)
PLOW SIZE: POWER REVERSIBLE PLOW yes___ no___ (check one)
WINDOW STICKER/DECAL #

REQUIRED DOCUMENTATION	YES	NO	COMMENTS
Copy of reg.			
Two photos (per SOP)			
Certificate of insurance			
Copy of signed agreement			
Certificate of Sander Calibration			
GENERALCONDITION OF VEHICLE	PASS	FAIL	COMMENTS
Warning lights			
Mirrors			
Tires			
Audible back up alarm			
Sander control (type)			
Sander overall (make & size)			
Bucket size (yards)			
Hydraulic hoses & fittings			
Tire Chains			

NOTE: The City of Marlborough, Department of Public Works reserves the right to reject any equipment older than 12 years

Fleet Maintenance Inspector

Date