

TOWN OF UPTON
DEPARTMENT OF PUBLIC WORKS



2016-2017

Specifications & Contractual Agreement
for
Snow Plowing Operations

The DPW of Upton through its Department of Public Works (hereinafter “DPW”), has established these Rules and Regulations for the providing of snow plowing services by independent contractors (hereinafter “Contractor”).

1. The Contractor will provide snow plowing services under the Director of Public Works.
2. The Contractor will provide a registered vehicle, fuel, a licensed operator, and snow plowing equipment in accordance with the minimum blade requirements. The Contractor shall equip his vehicle with Emergency Equipment as specified by the Commonwealth of Massachusetts and the vehicle must have working safety lighting in conformity with Massachusetts Highway Department regulations.
3. The following identification shall be displayed on the Contractor’s vehicle: vehicle gross weight, tare and net weights, and the name of the Contractor.

Mandatory Inspection

All equipment engaged in plowing must be inspected by the DPW. The Upton Department of Public Works will be conducting mandatory inspection of all Contractors’ snowplow trucks on *Saturday, October 22, 2016. The inspection period is 8:00 am to 12:00 pm at the DPW Garage located at 100 Pleasant Street.* All Contractors are required to report with their vehicles, plow and frames mounted.

Mandatory Documents

Contractors are required to provide the DPW with copies of the following:

1. Certificate of Insurance as specified in this agreement;
2. Copy of valid vehicle registration;
3. Snow Program Contractor Agreement;
4. W-9, if not already on file.

Contractors must supply and maintain current a valid registration of the specific equipment being inspected, and a certificate of insurance naming the DPW of Upton as an additional named insured for snow removal services.

Safe Lighting

All equipment must be equipped with adequate warning and flashing lights to insure the vehicle and the operator of safe lighting protection as outlined by the Registry of Motor Vehicles for the operation of on-road construction equipment.

Insurance

The Contractor must provide General Liability, Automobile Liability and where applicable Worker's Compensation insurance to protect his firm and his employees and the DPW from all claims of damage for bodily injury, including accidental death, as well as from claims for property damage, which may arise from operation undertaken under the provision of the awarded agreement. All work shall be entirely at the Contractor's risk until the same is fully completed and accepted and he will be held liable to the amount of the owner's interest. . The limits of liability are as follows:

- a. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit. The Town must be named as "Additional Insured" by endorsement for Products and Completed Operations.
- b. Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town must be named as an "Additional Insured" on the contractors Auto Policy.
- c. Workers' Compensation Insurance as required by law

Copies of the above stated insurance certificates must be filed Department of Public Works before the successful contractor under this contract undertakes any work. ***This is mandatory.***

In case of suits or claims for damages the DPW may withhold such portions of any payments that may be due here under, as may be considered necessary to cover said suits and claims, until they have been settled and satisfactory evidence to that effect has been furnished to the DPW.

The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or willful misconduct of the Contractor, or the Contractor's agents or employees.

Call Out Time – Depth of Snow – Near Three (3) Inches

In most storms, the DPW will begin to plow when the snow is still falling and is approaching, or has reached a depth of near three (3) inches. This three (3) inch depth is not to be construed as a specific starting time to plow snow; it is only to be followed as a standard that will be used by the DPW in calling out the Contractors during the winter months. Contractors shall only report for plowing/sanding after being contacted by the Highway Division Supervisor or designee. If the Contractor, for any reason, questions whether or not he has been called during any storm, it shall be his responsibility to call

the office of the garage to confirm whether he is or is not to plow. It is to be clearly understood by all that this is the dual responsibility of the Contractor and the DPW working together.

Scope of Work

The work shall consist of the furnishing of equipment as may be ordered by the Highway Division Supervisor or his designee. The work shall be conducted in accordance with the Upton DPW schedule.

Telephone Numbers

The following telephone number is available to receive calls at the DPW Office between the hours of 8:00am until 5:00pm: (508) 529-3067 Monday thru Friday, and during the duration of winter storms.

The contractor is required to check in at the DPW Office, located at 100 Pleasant Street at the beginning and ending of each storm to report their starting and ending times at the following numbers: (508) 529-3067.

EMERGENCY NUMBERS:

Upton Police Department (508) 529-3200

Upton Fire Department (508) 529-3421

John Johnson/ Cell (508) 726-7619
Highway Division Supervisor

Mandatory – All Contractors – Plowing/Sanding or Hauling

The contractors must agree to the following:

- All equipment must be in good working condition.
- All streets shall be cleaned for their full paved width and all intersections shall be cleaned and pushed back each and every storm, regardless of snow depth.
- No plow shall wander from its assigned route unless specifically ordered to do so by the Highway Division Supervisor or his designee.
- Include a reliable emergency telephone number in their contract where 24-hour contact can be made. **All vehicles must report within one hour of notification.**
- When directed, vehicles will travel to and from their routes with blades down and working and then upon their arrival only plow on their assigned route, unless instructed otherwise.
- Drivers must notify the Highway Division Supervisor or his designee when leaving and returning to their vehicles for meals or relief.

- Instruct operating personnel, if at all possible, to curtail “breaks” until all roadways are at least opened.
- Report all damages to private property immediately to the Highway Division Supervisor or his designee to facilitate processing of claims by the DPW.
- Extend proper courtesy to all citizens and refer them to the DPW Office when demands are unreasonable.
- Drivers familiarize themselves with special instructions to avoid missing streets, inadvertently piling snow in front of garages and exits and widening of corners which require special attention.

Inspection of Work

The Highway Division Supervisor or his designee shall inspect the work and give directions pertaining to the work or pertaining to the safety and convenience of the public. The contractor shall notify the Highway Division Supervisor or his designee of the time of starting work, interruptions and delays. If the work done or any part thereof is not acceptable, the Highway Division Supervisor or his designee shall immediately notify the Contractor in order that it may be resolved as soon as possible.

Health and Sobriety Requirement

The Highway Division Supervisor or his designee have the right to have the Police Department perform a field sobriety test on any driver, which in the opinion of the Superintendent or Working Foreman believes there is some question concerning the driver’s health or sobriety. In the event a driver fails the sobriety test and therefore is not allowed to operate the equipment he will not receive compensation from the DPW and the contractor shall supply a new driver at no additional cost to the DPW to satisfy his contract requirements.

Payment

The Contractor must submit bills that include: hourly rate, hours, dates and company name, address and phone numbers for snow removal operations payment so as to meet with the Director of Public Works approval for final payment. To expedite payment, strive to have invoices in as soon as possible after storm operations have been completed. All hours of work shall be verified with the Highway Division Supervisor or assigned designee prior to billing.

The hourly rates will apply for all equipment with no premium for nights, Saturdays, Sundays or holidays.

Familiarization with Contract Documents

Failure of the contractor to familiarize himself completely with all the contract documents and their contents shall in no way release the Contractor from any obligation with respect to the Contract.

Cause for Cancellation of Contract

- Use of unauthorized drugs and/or alcohol during performance of job.
- Use of prescription drugs that may impair the judgment of the driver.
- Exhibit questionable behavior during performance of job.
- Not possessing a valid Massachusetts driver’s license.
- Loss of insurance coverage or vehicle registration
- Demonstrated unacceptable performance of work assignment.
- Contractor considered being unreliable due to timeliness of response to work assignment after being notified by the DPW.
- Equipment not in good working order.

EQUIPMENT

Equipment: _____ GVW: _____

Make: _____ Year: _____

Model: _____ Reg. No. _____

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE TOWN OF UPTON the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied:

Pursuant to M.G.L. Ch 62C, section 49A, I certify that under penalties of perjury that I, to my best knowledge and belief, have filed all Mass. State Tax Returns, and paid all Mass. State Taxes required under law

DPW of Upton, MA

CONTRACTOR:

By its: DPW Director

Vincent J. Roy
DPW Director

Name of Contractor

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

2016 - 2017 Snow Program Contractor Vehicle Inspection Report

Contractor Information (to be completed by Contractor)

Company Name: _____ Tax I.D. _____

Mailing Address: _____

Email: _____

Primary Phone: _____ Cell Phone: _____

Vehicle Description (to be completed by DPW Representative)

Type of Vehicle: _____ Make/Year: _____ Plate: _____

Vehicle Markings / Colors: _____ # of Wheels: _____

Hourly Rate for plowing \$ _____/Hr

Hourly Rate for hauling/removal \$ _____/Hr

Vehicle Documentation Summary (to be completed by DPW Representative)

Certificate of Insurance: Yes No

Valid Registration: Yes No

Valid State Inspection Sticker: Yes No

Vehicle Inspection Summary: Yes No

Authorized Contractor Signature _____ Date _____

Authorized DPW Representative _____ Date _____

Plow and Plow Frame (to be completed by DPW Representative)

Plow Make: _____ Description: _____

Plow Size: _____

Vehicle and Plow Inspection Report (to be completed by DPW Representative)

Tires (Front 3/32” – rear 2/32”) Pass Fail _____

Plow Lights: Pass Fail _____

Plow Frame: Pass Fail _____

Mold Board & Trip test: Pass Fail _____

Cutting Edge/ > 1” @ reveal: Pass Fail _____

Push frame: Pass Fail _____

Plow Lift Hydraulics: Pass Fail _____

Plow/Frame Welds: Pass Fail _____

No Fuel, vehicle repairs or part replacement will be provided by the Town.

Failures recorded on this inspection report must be corrected and re-inspected by the DPW representative within 7 days.

Authorized Contractor Signature _____ Date _____

Upton Snow Program Rates 2016-2017

Plowing Equipment	Hourly Rate
Four wheel drive truck/ Single Rear Wheel/ min. GVW 8,500 lbs., w/8’ /9’ Plow	\$70.00
One Ton Truck -All-wheel drive 6 Wheel/ Dump Truck – with 9’ Plow	\$75.00
Five Ton Dump Truck – with 10’ or 11’ Plow	\$85.00
Five Ton Dump Truck – with 10’ or 11’ Plow & Wing Plow	\$100.00
10 Wheeler w/ 11’ plow	\$100.00
Backhoe/Loader w/ 10’ or 11’ plow	\$110.00
Front-end Loader – 2.5 Yard or Larger w/ 11’ Plow	\$135.00

If you do not respond by the indicated date, we will assume that you do not intend to plow during the upcoming snow season and another operator will fill the vacancy.