

SNOW REMOVAL & HAULING OPERATIONS PROGRAM
FOR FISCAL YEAR 2015

JEFFREY NUTTING
TOWN ADMINISTRATOR

ROBERT CANTOREGGI
DIRECTOR OF PUBLIC WORKS

CARLOS REBELO
HIGHWAY SUPERINTENDENT

Telephone Numbers:

Office:	508 553-5554
Garage:	508 553-5549
Highway:	508 520-4911
Fax Garage:	508 520-3486

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Contractors are requested to complete and sign the following forms:

Town Contract Submittal Check List:

- ✓ Agreement
- ✓ Certificate of Non-Collusion
- ✓ Certificate of Compliance with State Tax Laws
- ✓ Certificate of Compliance with State Tax Laws in Procurement of Supplies, Services, or Construction
- ✓ Certificate Of Authority - Corporate (Required if a Corporation)
- ✓ Vehicle/Equipment Information and Supporting Documentation
- ✓ Driver's License Information for All Drivers and Supporting Documentation
- ✓ W-9 (if applicable for new contracts)

**SNOW REMOVAL & HAULING OPERATIONS AGREEMENT
TOWN OF FRANKLIN**

This Agreement is made this ____ day of _____, 2014 by and between the Town of Franklin, Massachusetts, a Municipal Corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 355 East Central Street in Franklin, MA 02038, herein after referred to as "TOWN," and

Name: _____
(Company Name)

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

(City, State, Zip)

Herein after referred to as the "CONTRACTOR".

WITNESSED:

Whereas, the TOWN solicited submission of proposals for the purpose of securing Independent Contract Services and equipment rental for Snow Removal & Hauling Operations, including plowing, removal, hauling and/or disposal of snow from TOWN streets (public and/or private ways), sidewalks, and other TOWN/SCHOOL properties and parking areas.

Whereas, the CONTRACTOR agrees to provide Snow Removal & Hauling Operations, as more fully described in Town of Franklin Snow Removal & Hauling Operations Program hereinafter referred to as the "Program".

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents - The Contract Documents consist of this Agreement together with the Town's Snow Removal & Hauling Operations Program for Fiscal Year 2015. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Performance of Work - The CONTRACTOR shall furnish all equipment, staffing and materials to accomplish the Program in strict conformity with all applicable Federal, State and Local laws, each of which is incorporated by reference.
3. Term - The CONTRACTOR shall commence work in accordance with the schedule/routes

provided by the Department of Public Works (DPW). The initial term of the Agreement shall commence on or before November 11, 2014 through June 30, 2016.

4. Payment for Work - The TOWN agrees to pay for the use of said equipment at the rates indicated on the Town's Payment Schedule. The TOWN will process payment within thirty (30) days after receipt of invoice, if not sooner.
5. Indemnification of the Town - The TOWN's liability hereunder shall be limited to the amounts due the CONTRACTOR for services actually rendered. The CONTRACTOR shall defend, indemnify and hold harmless the TOWN, its officers, boards, agents and employees to maximum extent permitted by law from any liability loss, damage, cost, charge, or expense resulting from any employees, third party contractor, or supplier's claim for payment for wages, labor, materials, goods or services rendered to CONTRACTOR or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the CONTRACTOR, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the TOWN may retain out of any payments, then or thereafter due to the CONTRACTOR, a sufficient amount to protect the TOWN against such claims, costs and expenses.
6. Contractor's Standard of Care - The CONTRACTOR shall perform its services and obligations hereunder in conformity with the standard of professional skill applicable to Snow Removal and Snow Hauling Contractors.
7. Contractor's Personnel - The CONTRACTOR shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the TOWN.
8. Independent Contractor - The CONTRACTOR is an Independent Contractor and is not an agent or employee of the TOWN and is not authorized to act on behalf of the TOWN. The TOWN will not withhold Federal, State or payroll taxes of any kind, on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the TOWN.
9. Successors and Assigns - This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
10. Exclusive Use - The CONTRACTOR agrees that the use of the equipment hired under this Agreement shall be solely devoted for the benefit of the TOWN for the full term of this Agreement and the use and control of said equipment shall be as directed by the TOWN's DPW Director or his/her designated representatives.
11. Insurance - The CONTRACTOR shall provide a Certificate of Insurance showing evidence of General Liability and Automobile Liability with minimum limits of \$1,000,000.00; the Town of Franklin shall be named as an additional insured for the Snow Removal on these coverages. The CONTRACTOR shall also carry Worker's

Compensation (per Statute) and provide TOWN with evidence thereof.

12. Termination.

- a. For Cause - The TOWN shall have the right to terminate this Agreement if (i) the CONTRACTOR neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the CONTRACTOR within seven (7) days next following its receipt of a termination notice issued by the TOWN, (ii) if an order is entered against the CONTRACTOR approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the CONTRACTOR shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the CONTRACTOR's property.

The TOWN shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The TOWN may terminate this Agreement at any time for any reason upon submitting to the CONTRACTOR thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the CONTRACTOR shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the TOWN's termination notice. The CONTRACTOR shall promptly notify the TOWN of costs incurred to date of termination and the TOWN shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the CONTRACTOR shall immediately return to the TOWN, without limitation, all documents and items of any nature whatever, supplied to CONTRACTOR by the TOWN or developed by the CONTRACTOR in accordance with this Agreement.

13. Notice - Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth in this agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

14. Severability - If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

15. Governing Law - The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts - Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the TOWN and CONTRACTOR or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Document shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Wrentham Division, of Massachusetts Trial Court in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
16. Entire Agreement - This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

CONTRACTOR

Firm Name

Signature

Title

Date

TOWN OF FRANKLIN

Approval as to Form:

Mark G. Cerel, Town Attorney

Jeffrey Nutting, Town Administrator

Approved as to availability of Funds:

Susan Gagner, Town Comptroller

Accepted by:

Robert Cantoreggi,
Director, Department of Public Works

CONTRACTOR expressly acknowledges that he shall not utilize any third party, contractors without prior written approval of the Town.

Contractor's Signature:

**2015 PAYMENT SCHEDULE
TOWN OF FRANKLIN VEHICLE/HIGHWAY EQUIPMENT RATES**

Payment for snow removal and hauling operations will be made in accordance with the payment schedule described herein:

SNOW REMOVAL

Class Code	Type	Description	Hourly Rate
1000	Truck	Pickup, min. size ¾ ton, equipped with 4 wheel drive and minimum 7½ foot length power reversible plow.	\$100.00 per hour first 20 hours of work over 21 hours of work rate is reduced to \$70.00 per hour
11000	Truck	Small six wheeler (1 ton), equipped with minimum 8 foot length power reversible plow	\$105.00 per hour first 20 hours of work over 21 hours of work rate reduced to \$75.00 per hour
12000	Truck	Large six wheeler, equipped with minimum 10 foot length power reversible plow.	\$130.00 per hour first 20 hours of work over 21 hours of work rate reduced to \$100.00 per hour
13000	Truck	Ten wheeler, equipped with minimum 10 foot length power reversible plow with mold board over 3 feet	\$135.00 per hour first 20 hours of work over 21 hours of work rate reduced to \$105.00 per hour
	Backhoe	(Add \$5.00 per hour for reversible plow)	\$145.00 per hour first 20 hours of work over 21 hours of work rate reduced to \$115.00 per hour
63000	Loader	Loader for highway snow plowing over a 2 cu/yd bucket	\$160.00 per hour first 20 hours of work over 21 hours of work rate reduced to \$130.00 per hour
65000	Skid steer	Skid steer with attachments	\$85.00 per hour flat rate

TRUCKS FOR HAULING

Class Code	Type	Description	Hourly Rate
	Truck	6 Wheeler	\$100.00 per hour first 20 hours of work over 21 hours of work rate reduced to \$70.00 per hour
2222	Truck	10 Wheeler	\$130.00 per hour first 20 hours of work over 21 hours of work rate reduced to \$100.00 per hour

SPECIFICATIONS AND REQUIREMENTS

The general Scope of Services is to provide proper equipment and operators, on a call-out basis, to perform any of the following services:

- Snowplowing
- Snow cleanup and hauling

All work will be at the direction of the TOWN and completed according to Town Standards as outlined below.

1. STORM CENTER LOCATION AND TELEPHONE NUMBER

The Town's Storm Center is located at the Public Works Building (Garage), 25 Public Works Way (off Route 140), Franklin, MA 02038

The following telephone number is available to receive calls at the Public Works Garage between the Hours of 7:00 am to 3:30 pm daily and after these hours during winter storms:

508-520-4911

2. CONTRACTOR COMMUNICATIONS

A cell phone is required for all drivers. If you have any problems whatsoever during a storm, make an effort to first contact the Highway Superintendent or designee who can immediately contact the garage by cell phone and/or by radio to secure the help or assistance you may need as soon as possible.

In addition each CONTRACTOR will be issued a GPS (global positioning system) unit by the TOWN. This unit must be charged/on and functioning at all times. This will be verified at sign in at the Highway Garage. CONTRACTORS who fail to have an operating GPS unit will be asked to retrieve the unit before signing in. Payment for plowing will not be made without GPS verification of route clearing and time verification. CONTRACTOR must immediately notify Town of any claim that the unit is defective or not functioning properly; the DPW will issue a replacement unit. Any damage to this device from misuse will result in the CONTRACTOR replacing the GPS unit at full price. All CONTRACTORS will have \$300.00 withheld on the first payment as a deposit for the GPS unit's return, undamaged. If CONTRACTOR fails to return GPS unit when specified by the DPW or returns it damaged, he/she will forfeit the security deposit.

3. STORM PREPARATION BY CONTRACTORS

A. Suggested Routine Guidelines (Tips) For Every Storm

Those who have been in the winter maintenance field for a number of years know that no two storms are exactly alike. Many variables in a winter storm commonly interface to produce varying pavement surface effects such as:

- Temperature
- Wind (both to produce wind-chill effect and to cause drifting of snow)
- Rate of precipitation, usually measured in inches per hour
- Type of precipitation: snow, sleet, freezing rain, etc.
- Total accumulation of precipitation and its water equivalency
- Cloud cover, which affects both daytime sunlight and nighttime radiation cooling

Considering only these obvious factors yields hundreds of possible total changeable variations in a single storm. Moreover, conditions during the storm vary considerably from one hour to the next and from one community to the next. Historically, many storms in this part of New England develop (start) early in the morning or late in the afternoon, just at the peak traffic hours.

B. Weekend Preparedness- Plowing

It is strongly recommended that the CONTRACTORS attach their plows to their equipment every Friday afternoon or on a day preceding a holiday during the months of December, January and February, which are normally the most severe snow months. It is also suggested that the CONTRACTORS attach their plows every weekend or before a holiday from November through late April, so as to always be prepared to immediately begin plowing operations without having to take the time to attach a plow following notification by the TOWN. It is to the CONTRACTOR's as well as the TOWN's advantage to attach the plow at the end of the day before he goes home. We are all aware of the difficult task that can face us late at night or early in the morning when it is dark and cold and we are half awake trying to attach a plow. The CONTRACTOR must agree that at the end of each day that his equipment is fully fueled and be on a "ready to plow" basis. By keeping abreast of the weather forecast by local radio and television, coupled with the fueling of the equipment and attaching the plow at the end of each day, the TOWN will be assured of the most efficient and cost effective snow removal operation possible.

4. CALL OUT TIME DEPTH OF SNOW "NEAR" THREE (3) INCHES

In most storms, the TOWN 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 TOWN in calling out the CONTRACTORS during the winter months.

When the TOWN begins to plow, the CONTRACTORS will also, in almost every instance, begin to plow. Each storm we encounter will be different in its intensity and character. Thus, the CONTRACTOR can, in almost all storms, assume that when the weather forecaster predicts an accumulation greater than three (3) inches, he will be expected to actually begin plowing operations when the snow is near or at a depth of three (3) inches.

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 or the garage to confirm whether he is or

is not to plow. It is to be clearly understood by all that this is a dual responsibility of the CONTRACTOR and the TOWN working together.

The plowing or hauling time will start when the truck arrives at the Public Works Garage. An additional one (1) hour will be added as travel time provided that the truck arrives at the garage in less than 35 minutes from the time of the call. No CONTRACTOR will be paid without a working GPS unit provided by the TOWN. All units will be verified at sign in unless otherwise agreed to by the DPW Director or his/her designee.

The Town of Franklin agrees to guarantee a minimum time payment of three (3) hours, plus one (1) hour travel time if arriving at the garage in 35 minutes, as stated above. The driver of each truck must sign in and out at the DPW Garage.

The maximum chargeable time by the CONTRACTOR in any one (1)-calendar day should not exceed twenty-two (22) hours. During certain major snowstorms, if the CONTRACTOR has a rotating crew that can work the full twenty-four (24) hours, he will be paid for 24 hours. This is the exception and is not to be construed as standard practice.

No compensatory time is to be taken for the attachment or detachment of plowing equipment, breakdowns, or meals. When the work period exceeds the (3) hours truck and/ or plowing time in addition to the one hour travel time (total of four (4) hours minimum payment), the truck shall be paid for the actual number of hours worked, the time to be computed to the nearest one-half hour. All CONTRACTORS will sign in and sign out in the Contractor Time Sheet. All times for payment will be verified by using the GPS history/reports feature.

5. PLOWING OPERATIONS - TOWN REQUIREMENTS & GUIDELINES

A. General

WHEN THE SNOW DOES START, ONE GOAL BECOMES PARAMOUNT: DO NOT LET THE STORM GET AHEAD OF YOU.

1. Report any and all vehicle mechanical problems to the Highway Superintendent immediately.
2. Do not overload the trucks with ballast.
3. Maintain a reasonable speed at all time.
4. At the end of each plowing operation, check your vehicle's oil, fuel, tires and windshield wipers.
5. At the end of each plowing operation, check you snow plows condition, particularly for worn blades, missing pins, bolt, etc.

MANDATORY- ALL CONTRACTORS - PLOWING OR HAULING

The contractors must agree to the following:

1. All equipment must be in good working condition.
2. All streets shall be cleaned to their full paved width and all intersections shall be

cleaned and pushed back each and every storm, regardless of snow depth. No plow shall deviate from its assigned route unless specifically ordered to do so by the Superintendent or Designee.

3. Include a reliable emergency telephone number in their contract where 24-hour contact can be made. All vehicles must report within one (1) hour of notification.
4. When directed, vehicles will travel to and from their routes with blades down and working and then upon arrival only plow on their assigned route, unless instructed otherwise.
5. Drivers must notify the Highway Superintendent or designee when leaving and returning to their vehicles for meals or relief.
6. Instruct operating personnel, if at all possible, to curtail "breaks" until all ways are at least opened.
7. Report all damages to private property immediately to the Highway Superintendent or designee at the garage to facilitate processing of claims by the TOWN.
8. Extend proper courtesy to all citizens and refer them to the Public Works Office when demands are unreasonable.
9. Drivers must 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.

B. Public Convenience and Safety

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety and prevention of damage, injury or loss.

The CONTRACTOR shall be responsible for the maintenance of practicable convenience to traffic. He shall take all precautions for property in or about the work. The convenience of the general public shall be provided for in an adequate and satisfactory manner.

C. Routing

The TOWN will furnish a zone and/or route map(s) for the area or streets to be plowed.

The TOWN may also furnish a sequence of plowing which must be adhered to unless the CONTRACTOR submits and has approved a request to alter the plowing sequence.

D. Plowing Methods and Priorities

Depending on the severity of the storm, the Highway Superintendent or his designee may direct that some or all plows to focus on keeping the center of each road open. If instructed, CONTRACTORS shall maintain this method until otherwise advised.

Other than when directed to open and maintain single lanes, the 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. Also:

1. All streets shall be plowed the full width of pavement.
2. Streets shall be plowed from the center to the curb or edge of pavement.
3. Snow from intersections shall 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 the curved radii.
4. Plowing shall be at a speed that is just sufficient to move the snow, not at a speed, which is unsafe or excessive.
5. Plowing shall be with a loose hoisting chain so the plow rides on the blade cutting edge.
6. Plow equipment shall not turn around in private driveways.

E. Special Snow Plowing Requirements

1. Intersections - Intersections and curb radii shall be properly cleared, with no residual snow left remaining in intersections.
2. One-Way Streets - One-way streets shall be plowed to each curb or edge of pavement. The right side of the centerline shall be plowed to the right side and the left side of the centerline plowed to the left side. At no time shall a one-way street be plowed the wrong way against the traffic pattern.
3. 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.
4. Blocked Streets - If parked cars or other obstructions block a street, every effort shall be made to attempt to bypass the blockage. If unable to bypass the blockage, the operator shall immediately notify the TOWN. If the blockage can be removed within a reasonable time, the CONTRACTOR will be expected to then plow the street.
5. Schools/Town Properties/Parking Lots - Shall be plowed per the direction of the Highway Superintendent or his designee.

F. Health and Sobriety Requirement

The Highway Superintendent and designee have the right to have the Franklin Police Department perform a field sobriety test on any driver in order to protect public safety.

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 TOWN and the CONTRACTOR shall supply a new driver at no additional cost to the TOWN to satisfy his contract requirement.

6. SNOW PLOWING COMMUNICATION/REPORTING REQUIREMENTS

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

1. An injury to any person or damage to other vehicles or property.

2. A breakdown of equipment.
3. A street cannot be plowed, reporting the reason(s).
4. A zone or route has been completed.
5. Drivers must notify the Highway Superintendent or designee when leaving and returning to their vehicles for meals or relief.
6. A member of the public has a complaint that cannot be resolved.

7. EQUIPMENT MAINTENANCE & REFUELING DURING STORMS

Refueling of vehicles and the replacing of windshield wiper blades and snowplow blades *will be the responsibility of the CONTRACTOR.*

DURING AN EMERGENCY - The TOWN will, under certain *emergency* conditions (AS DETERMINED BY THE TOWN), furnish the CONTRACTOR with fuel, oil, windshield wiper blades and snow plow blades and will *deduct* the same from the final bill due to the CONTRACTOR at the cost to the TOWN plus ten (10%) percent for overhead, etc. The equipment maintenance foreman must approve these requests in advance. This procedure is mandatory.

Continued reliance on the Town for parts and fuel is grounds for termination of this contract.

8. INSPECTION OF WORK

The Highway Superintendent 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 Superintendent 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 Superintendent shall immediately notify the CONTRACTOR in order that it may be resolved as soon as possible.

9. COMPLETION OF WORK

When an assigned route is complete, the driver will either call in or see the Highway Superintendent, who may assign additional route(s). Drivers will sign out with the Highway Superintendent when the driver is informed all needed work is complete.

10. EQUIPMENT BREAKDOWN/MAINTENANCE

The TOWN will not be responsible for repairs/replacements of parts or equipment that fails or is in disrepair during the period the vehicle/equipment is made available for the TOWN's needs.

11. EQUIPMENT/VEHICLES

The equipment furnished under this Agreement shall be in accordance with the TOWN's specifications for its type and intended use and shall fully comply with any and all applicable Federal CDL and Motor Vehicle Laws of the Commonwealth of Massachusetts.

A. DOCUMENTATION AND INSPECTION

No one will be placed under contract until the proper paperwork has been filled out and submitted to the Purchasing or Public Works Offices. The following must be sent with this signed-contract.

1. A photocopy of each vehicle registration.
2. A copy of each driver's license
3. A copy of the insurance coverage for each vehicle, naming the TOWN as an additional insured; should the CONTRACTOR employ staff the TOWN will require evidence of Worker's Compensation Coverage.

It is further stipulated that every CONTRACTOR must inspect his route with his drivers at least once, prior to the first storm.

The CONTRACTOR is responsible for scheduling an inspection of the vehicle to be used with the DPW equipment maintenance foreman. The inspection shall be performed at the DPW garage as soon as possible. Equipment, which has not been inspected, will not be placed under this agreement. Call the mechanic at 508-553-5549 to arrange for an appointment.

The TOWN will begin selecting qualified contractors during the month of October from those contractors who have submitted all documentation and had their equipment inspected by that date.

B. 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.

Each piece of equipment furnished under this Agreement shall be inspected by the TOWN 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 TOWN reserves the right to reject any equipment that is older than ten years. The TOWN further reserves the right to reject any piece of equipment that does not pass TOWN inspection and road tests 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 Director of Public Works or his/her representative.

All equipment must be equipped with a cell phone as a means of communication with the TOWN. *At the TOWN's discretion, the TOWN reserves the right to require a properly maintained GPS in each vehicle during the term of this agreement.*

When arriving for a snow plowing operation, all equipment must be in excellent condition, prepared for work, loaded with appropriate ballast and have chains available for

use if needed and as determined by the Director of Public Works or his/her representatives.

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

12. EQUIPMENT REGISTRATION/OPERATOR LICENSES

The CONTRACTOR shall provide a photocopy to the TOWN of a current Massachusetts Vehicle Registration for each piece of equipment hired under this Agreement relative to that unregistered equipment.

The CONTRACTOR shall provide a photocopy to the TOWN of a current Operators License for all staff issued by a duly authorized governmental entity for each and every 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 are current and appropriate for the equipment being operated will be grounds for automatic termination of this Agreement.

The CONTRACTOR is hereby advised that the Federal Highway Administration has implemented regulations requiring an alcohol and drug-testing program. The regulations require employers with 50 or more drivers of commercial vehicles to institute the program by January 1, 1995. Those employers with fewer than 50 drivers must institute the program by January 1, 1996. The specific provisions of the regulations are highly detailed and legally complex. The TOWN strongly urges you to review the regulations, which are cited as 49 Code of Federal Regulations Part 382.

13. INSURANCE REQUIREMENTS

The CONTRACTOR will be held responsible for the protection of all property both public and private. Care shall be exercised to ensure that personal and real property is not damaged. The CONTRACTOR shall be responsible for restoration and/or replacement of property so damaged.

Liability - The work to be performed under this contract shall be performed entirely at the CONTRACTOR's risk. The CONTRACTOR assumes all responsibility for the maintenance and repair of all its equipment used in performance of this contract.

The CONTRACTOR must provide insurance to protect his firm and his employees and the TOWN from all claims for 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. The CONTRACTOR shall maintain for the duration of this contract, insurance for completed operations under the general liability, auto liability, and workers' compensation, as is required under Massachusetts law. Said coverages shall be provided for all equipment included in this Agreement.

EVERY INDEPENDENT CONTRACTOR SHALL PROVIDE THE TOWN WITH EVIDENCE OF INSURANCE COVERAGE. THIS COVERAGE SHALL BE IN PLACE PRIOR TO THE START OF THE CONTRACTOR'S WORK, ON OR AFTER NOVEMBER FIRST AND CONTINUE WITHOUT INTERRUPTION FOR THE ENTIRE WINTER PLOWING SEASON TO THE END OF APRIL WITH COMPANIES LICENSED TO SELL INSURANCE IN MASSACHUSETTS.

The Town of Franklin shall be named as an additional insured in the description of operations section of the insurance certificate on all of these policies except for workers' compensation. The additional insured endorsement shall limit that status to the acts or omissions of the CONTRACTOR, or the acts or omissions of any party for who the CONTRACTOR is responsible.

All insurance shall be maintained with limits of liability not less than the following:

Commercial General Liability: \$200,000 general aggregate with a per location endorsement
\$1,000,000 per occurrence
\$1,000,000 aggregate, completed operations
\$1,000,000 personal injury

Automobile Liability: \$1,000,000 per occurrence

Workman's Compensation: Statutory (if applicable)

****Insurance Certificate(s)** shall list the Town of Franklin, Purchasing Agent, 355 East Central Street, Franklin, MA 02038 in the Certificate of Holder section on the Certificate of Insurance and shall be filed prior to commencement of the CONTRACTOR's work.

The CONTRACTOR shall maintain in effect all insurance coverage required under this agreement at the CONTRACTOR's sole expense and with insurance companies acceptable to the TOWN.

All insurance policies shall contain a provision that the coverage afforded shall not be canceled or non-renewed or restrictive modifications added, until at least 30 days prior written notice has been given to the TOWN, unless otherwise specifically required in the contract documents.

In the event the CONTRACTOR fails to obtain any insurance coverage required under this agreement the CONTRACTOR's agreement shall be terminated.

The TOWN's liability hereunder shall be limited to the amounts due the CONTRACTOR for services actually rendered.

RESPONSIBILITY FOR DAMAGE CLAIMS:

The CONTRACTOR shall indemnify and save harmless the Town of Franklin and all its officers, agents and employees against all suits, claims or liabilities of every name and nature, for or on account of any injuries to persons or damages to property arising out of or in consequence of these acts or omissions of the CONTRACTOR in the performance of the work covered by the contract.

In case of suits or claims for damages, the TOWN may withhold such portions of any payments that may be due hereunder, 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 TOWN.

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 TOWN.

14. OTHER INFORMATION

VEHICLES INTERFERING WITH OPERATIONS

If a plow operator encounters vehicles parked on the street that hinder snow removal operations, the operator shall NOTIFY THE SUPERINTENDENT AS SOON AS POSSIBLE.

The TOWN has appropriate "Orders and Bylaws" to control this problem of which the following pertinent sections are set forth for your information:

SNOW REMOVAL-OBSTRUCTION

Franklin Town Code § 155-21. Deposit of Snow and Ice

No person shall plow, push, deposit, throw or pile snow or ice into or across any public street, sidewalk or property nor direct nor cause the same to be done unless in the employ of the Town.

Franklin Town Code § 155-24. Violations and Penalties

A violation of § 155-21, 155-22 or 155-23 may be punished by a fine of up to \$300; in the case of a violation of § 155-23, each day shall constitute a separate violation.

SNOW REMOVAL- ALL NIGHT PARKING

Franklin Town Code § 170-61. Activation of parking ban.

A winter storm overnight parking ban shall automatically take effect upon occurrence of any of the following:

- A. Snow, sleet, or freezing rain has fallen, or is imminent.*
- B. The National Weather Service and/or local television and/or radio stations or other media are reporting commencement of snow, sleet, or freezing rain within the local area or are predicting that snow, sleet, or freezing rain will begin in Franklin within 12 hours.*

Franklin Town Code § 170-62. Effect of parking ban.

The parking of any motor vehicle within the layout or right-of-way of any public street or any roadway open to the public is prohibited between the hours of 1:00 a.m. and 5:00 a.m. while a winter storm parking ban is in effect.

Franklin Town Code § 170-63. Violations and penalties.

- A. Winter storm overnight parking ban violators shall be charged a fine of \$25 for each offense.
- B. In addition to the foregoing penalty or in lieu thereof, the Town may have the violator's vehicle towed and stored at the violator's expense.
- C. For purposes of this section, the vehicle's registered owner and any permitted user shall be deemed a violator.

Franklin Town Code § 170-64. Effective time period.

This article shall be in effect from October 15 to April 15.

15. TERMINATION BY THE TOWN

The TOWN shall have the right to terminate this Agreement under the provisions of Item 12 of the Agreement for any of, but not limited to, the following circumstances:

The CONTRACTOR has:

- 1. Abandoned the work to be performed under this Agreement.
- 2. Assigned this Agreement to another without TOWN consent.
- 3. Unnecessarily or unreasonably delayed any of the work to be performed under this Agreement.
- 4. Failed to furnish licensed operators and or evidence of Insurance Coverage's or cancellation of insurance.
- 5. Disregarded the instructions of the Town's DPW Director or his/her designees.
- 6. Equipment in unacceptable condition.
- 7. CONTRACTOR considered being unreliable due to timeliness of response to work assignment after being notified by DPW.
- 8. Demonstrates unacceptable performance and/or fails to perform properly on any zone or route as determined by the TOWN's designated representatives.
- 9. Extended coffee breaks and/or meal periods.
- 10. CONTRACTOR found to be plowing private areas, e.g., driveways, parking lots, etc., other than those assigned by the TOWN.
- 11. Use of unauthorized drugs and/or alcohol during performance of job.
- 12. Use of prescription drugs that may impair the judgment of the driver.
- 13. Exhibit questionable behavior during performance of the work.
- 14. Otherwise determined to be in violation of any provision of the Town's Agreement.

16. PAYMENT / INVOICE PROCEDURES

The TOWN will pay the CONTRACTOR from the time of the call out, as logged by the DPW Director or his/her designated representative provided that the CONTRACTOR reports with his/her equipment to the DPW Operations Center within thirty-five (35) minutes of such call out. If the CONTRACTOR does not report within thirty-five (35) minutes, payment will begin from the time that he/she does report.

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 TOWN representative. The Contractor Time Sheet shall be the sole official log of the hours for which the CONTRACTOR will be paid. The log will be verified with the GPS history to validate time in and out.

CONTRACTORS shall invoice the TOWN at Town of Franklin, Department of Public Works, 257 Fisher Street, Franklin, MA 02038, within ten (10) working days of the completion of a given Snow Removal Operation.

Upon receipt of a correct invoice, payment will normally be made within thirty (30) days or less of such receipt.

REQUIRED SIGNED FORMS

- 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 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 person submitting the bid

Name of business

- CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS:

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

**Signature of Individual/ (voluntary)
Or Corporate Contractor (mandatory)

***Contractor's Social Security Number
Federal Identification Number

Corporate Officer
(mandatory, if applicable)

Date

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

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

***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. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

- CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS IN PROCUREMENT OF SUPPLIES, SERVICES, OR CONSTRUCTION

Pursuant to M.G.L. Chapter 266, Sec. 67A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersigns knowledge and belief the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relative to making a material statement that is false; omits or conceals a material fact in a written statement; submits or invites reliance on a material writing or recording that is false, forged, altered, or otherwise lacking in authenticity; submits or invites reliance on a sample, specimen, map, photo graph, boundary-mark, or other object that is misleading in a material respect; or uses any trick scheme, or devise that is misleading in a material respect.

Signature of Individual

Contractor's Social Security Number
(voluntary) or Corporate Contractor
Federal Identification Number (mandatory)

Corporate Officer
(mandatory, if applicable)

Date

- CERTIFICATE OF AUTHORITY- CORPORATE (Required if a Corporation)

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 in 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, amendments, change orders and bonds in the name of 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 Below
(signature of Clerk or Secretary)*

7. _____
(print or type name from line 6)

8. _____
(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 and 7 must be that of the Clerk or Secretary of the corporation.

CONTRACTOR INFORMATION FORM

This information sheet is intended to provide a single sheet source for routine and emergency communication with the CONTRACTOR by the TOWN.

The CONTRACTOR shall complete all applicable sections:

Name: _____
(firm name)

Address: _____
(street address and or PO Box)

(city, state and zip code)

Fax #: _____

Telephone/Cell Phone/Emergency Numbers:

Daytime (Mon thru Friday): _____

Contact Person: _____

Weekends and Nights: _____

Contact Person: _____

Emergency: _____

Contact Person: _____

Cell: _____ Contact: _____

Cell: _____ Contact: _____

Cell: _____ Contact: _____

Social Security/FID #:

(Signature)

**COMPLETE LISTING OF ALL EQUIPMENT
SCHEDULED TO BE USED FOR THE TOWN**

YEAR	MAKE	MODEL	FULL DESCRIPTION OF VEHICLE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

HIGHWAY DIVISION EVALUATION:

INSPECTION ITEM	SATISFACTORY/UNSATISFACTORY/COMMENTS
Registration	_____
Inspection Sticker	_____
Front Lights	_____
Rear Brake Lights	_____
Turn Signals	_____
Emergency Flashers	_____
Back up Lights	_____
Light bar or bubble	_____
Plow Blade	_____
Plow Lights	_____
Plow Operation	_____
Plow General Condition	_____
Tires	_____
Overall Vehicle Condition	_____
Pass/Fail Inspection	_____

Inspected by: _____ Date: _____
(Signature)

REQUIRED DRIVER INFORMATION

Name	Address	Driver's License Number and State