

CITY OF WALTHAM
PURCHASING DEPARTMENT

2019 ON-CALL SNOW HAULING SERVICES

INVITATION FOR BID

Bid Due Date: 10:00 AM Wednesday January 30, 2019

****PLEASE NOTE:**

1. THIS BID IS FOR ON-CALL SNOW HAULING NOT SNOW PLOWING
2. THIS IS A SOLICITATION FOR CONTRACTORS TO SIGN UP TO PROVIDE SNOW HAULING SERVICES. CONTRACT(S) WILL ONLY BE AWARDED FOR HAULING AT CITY-ESTABLISHED RATES TO CONTRACTORS MEETING THE REQUIREMENTS SET FORTH HEREIN.

CITY OF WALTHAM NOTICE TO CONTRACTORS
ON-CALL SNOW HAULING SERVICES BID

The City of Waltham (City) invites contractor applications ("bids") from Contractors for:

On-Call Snow Hauling Services for the 2018-2020 Winter Seasons

Bids will be received until: 10.00 AM Wednesday January 30, 2019

At the Purchasing Department, Waltham City Hall 610 Main Street 02451

The City is soliciting bids for the Rental of Trucks and Equipment and for on-call snow hauling services for the 2019 Winter Seasons. The term of this contract shall extend from contract execution until January 14, 2020.

Bid Documents will be available on line at www.city.waltham.ma.us/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available on line within the original bid document as well as a separate file.

There will be no charge for the Bid Documents. The term of this contract shall extend from contract execution until January 1, 2020. Enclosed please find the following forms:

- Contract Specifications
- Two (2) copies of Equipment Rental Form Original Bid Form
- Bidder's Qualifications and References Form
- Indemnification Agreement/Affidavit of Ownership
- Form Certification of Tax Compliance
- Certificate of Non-Collusion
- Debarment Letter
- IRS Form W-9

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

All bids shall be submitted as one ORIGINAL and two 2 COPIES.

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

Sincerely,

Joseph Pedulla, CPO

INSTRUCTIONS AFTER BID SUBMISSIONS

VEHICLES MUST BE INSPECTED AND APPROVED PRIOR TO CONTRACT AWARD

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

- a. Please list the equipment that you will use to provide hauling services on the attached 2019 Schedule of Trucks and Equipment for Hourly Snow Hauling Services, below ("Schedule"), and provide all information requested.
- b. Call the City's CPW Street Division (781)314-3800, to set up an appointment for an inspection of the equipment listed in your Schedule.
- c. For any Schedule vehicle approved on inspection, please provide Indemnification Agreement and Affidavit of Ownership Form; Certification of Tax Compliance, Non-Collusion Form; and Certificate of insurance covering all Schedule vehicles listed and deliver it to the Purchasing Department, City Hall 610 Main Street, Waltham, MA 02451

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

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

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

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

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

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

The documentation listed on p. 2 shall be submitted with the contractor's bid.

CITY OF WALTHAM PURCHASING
DEPARTMENT INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

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

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make contact with the Purchasing Agent for the City of Waltham.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an IFB, outside of the Purchasing Department, once an IFB or RFP has been released may be disqualified from the procurement process.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Registration Form #16-30," attached.
- 4.2 All entries on the Registration Form shall be made by typewriter or in ink.
- 4.3 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside as follows:
- * NAME OF PROJECT: 2019 ON-CALL SNOW HAULING SERVICES
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Bids may be submitted at any time, with contracts to be entered into when the inspections are complete and all required supporting documentation has been submitted.
- 4.6 Bids shall be submitted with one original and one copy.

ARTICLE 5 – ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid form
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change" or "N/C" or "O" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the execution of a contract.
- 6.2 Withdrawn bids may be resubmitted at any time.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award as many contracts as there are vehicle and equipment types and responsive and responsible bidders. When the City needs a particular vehicle or piece of equipment a call shall be made to a contractor, if they cannot provide the specified hauling services, a second, and if it cannot provide the specified hauling services, a third and so forth until the City can obtain the needed vehicle or piece of equipment to perform the specified hauling services.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "responsive and responsible Bidder" shall mean a Bidder (1) possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax in its bid

ARTICLE 9 -COMPENSATION

- 9.1 Contractors sole and exclusive compensation for snow hauling services shall be those hourly rates set forth Registration Form 16-30 at p. 11 below.
- 9.2 Such compensation shall not, in the event of an emergency or other unanticipated circumstance where the City secures hauling services at hourly rates in excess of those set forth in the Registration form, affect the compensation payable under any contract between the City and a contractor,

END OF SECTION

CITY OF WALTHAM
SPECIFICATIONS FOR
SNOW HAULING SERVICES

I. INTRODUCTION

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

The types of equipment that may be required are attached hereto, and bidders should state in the space provided the number of such pieces of equipment available for each type and the applicable hourly rates for the 2019 snow seasons. It is expected that the City will contract with multiple contractors. Contractors are not guaranteed that any actual work will be performed during the 2019 snow seasons, and will only be paid if services are actually provided.

When the CPW Director determines that hauling of snow is necessary, and that it is advantageous to call Contractors to perform snow hauling services, the Director or his designee will determine which types of equipment, and how many, are necessary to be used for the hauling operation

II. RESPONSIBILITIES OF CONTRACTORS

A. Upon execution of contract, each piece of equipment contracted for hauling operations will be assigned by the CPW to a particular route or location. It is possible that not all pieces of equipment will be utilized during every event, and whether Contractors are called at all will be entirely dependent on weather conditions as they develop over the 2019 snow seasons, and Contractors will only be called at times when the CPW Director or his designee determines that hauling operations are necessary. Utilization of accepted equipment is at the discretion of the CPW Director or his designee. All hauling operations will be completed in the sequence designated by the CPW Director and/or his designee. It shall be the contractor's responsibility to become familiar and to familiarize any drivers, other than the contractor, with the route. Supervisory personnel of the CPW will be available to assist in this familiarization and to advise the contractor of any special conditions which may be encountered on the route.

B. Vehicle Inspection

1. The Contractor accepts full responsibility to schedule vehicle inspections at a City facility or at a location to be determined by the CPW Director or his designee. The inspection will occur during a several week period designated by the City. Plans for vehicle inspections will be announced.
2. All paperwork related to vehicle inspections shall be sent to the CPW Director or his designee at The CPW Office 165 Lexington Street Waltham, MA 02452. The CPW Director or his designee will subsequently contact responsive and responsible bidders to schedule the inspections. The contractor must schedule the inspections through the CPW Director or his designee, either in writing or by calling (781) 314-3800. The inspections will take place Monday through Friday at the discretion of the CPW Director or his designee. Failure to schedule inspection shall be deemed to be solely the fault of the contractor. The City will not assume any responsibility or liability for failure of the contractor to have the vehicles inspected.

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

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

D. Equipment called in must be active at its designated check-in point within two hours of being called, or the City may contact the next available.

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

III. OPERATIONS

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

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

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

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

IV. EQUIPMENT SPECIFICATIONS

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

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

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

D. The bid price shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil,

lubricants, and all other costs related to the operation of the equipment.

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

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

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

V. GENERAL CONDITIONS

- A. The workday runs from 12:01 a.m., to 12:00 midnight.
- B. Contractors must provide contact information, including a phone number, for a primary contact person and at least one
- (1) Backup contact person where Contractors will be reachable 24 hours per day, 7 days per week. In the event the CPW Director or his designee attempts to contact a Contractor at the phone number(s) provided, and no response is received within one (1) hour, for any reason, such non-response will be treated as if the Contractor had notified the Director that none of its contracted equipment is available for that particular hauling operation during the dates and times that the Director has determined that a hauling operation was necessary.

The contact information for the Contractor shall be as follows:

CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

CONTACT NAME (BACKUP): _____

CONTACT PHONE NUMBER (BACKUP): _____

- C. Hauled Snow shall be transported to a location specified by the CPW Director or his designee.
- D. Rental time for hauling shall be figured from time punched in on City time clock to time punched out or authorized completion of hauling operations. Hauling time will be figured from time punched in to time punched out with an allowance of fifteen (15) minute grace period prior to and following scheduled City workday to allow for checking in and out. Payment due for hours worked will be computed to the nearest quarter hour.
- E. No time shall accrue and no payment shall be made for any time a vehicle or piece of equipment is not performing its assigned task, regardless of the reason.
- F. Certificates of Insurance covering Workmen's Compensation must be submitted covering dates of contract. Workmen's Compensation is required as described below:
- (1) All lessors of two (2) or more pieces of equipment must have Workmen's Compensations Insurance.
 - (2) When lessor offers but (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.

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

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended

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

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

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

General Liability: (including completed operation coverage).

\$1,000,000 per occurrence
\$1,000,000 per aggregate

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

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

- I. U.S. Department of Transportation (DOT) regulations (Federal Register 49 CFR Part 382) regarding drug and alcohol abuse in the workplace must be complied with.
- J. No payment will be made until approved contracts are on file with the Consolidated Public Works Department and Comptroller of Accounts.
- K. It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under existing state laws and regulations.
- L. It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of the contract. Registration changes shall be reported to the Purchasing Department.

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

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

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

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

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

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

CITY OF WALTHAM PURCHASING DEPARTMENT

REGISTRATION FORM

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

2019 ON-CALL SNOW HAULING SERVICES

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

- B. The proposed contract price for each type of equipment is:

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

Equipment Description	Enter Number of Type of Equipment to be available under the Contract	Hauling Rates (Per hour)
4X4 Pick up with Plow		\$87.00 per hour
1 Ton 6 Wheeler with Plow		\$107.00 per hour
10 Wheelers		\$105.00 per hour
Triaxles		\$115.00 per hour
Bobcat		\$105.00 per hour
Trailer Dump Trucks		\$130.00 per hour
Backhoe/Compact Loaders 906-914-Example *		\$135.00 per hour
Loaders, Example * 924 or equivalent		\$160.00 per hour
Loaders, Example * 938.		\$175.00 per hour
Loader Mounted Snow Blower		\$450.00 per hour
Sidewalk Plows/Blowers		\$115.00 per hour
Ice Melting Machine 80 Ton / Hr. Delivery & Removal		\$1,200.00 per hour
6-Wheel Dump Truck		\$85.00 per hour

*** Examples are based on CAT LOADERS and Machines**

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

{Telephone) (Facsimile)

(E-mail address)

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

My Company Acknowledges receipt of addenda #: _____, _____, _____, _____, _____, _____, _____.

END OF SECTION

CONTRACTOR: _____
ADDRESS: _____
TELEPHONE NO: _____

Contract _____

2018-2020 SCHEDULE OF TRUCKS AND EQUIPMENT
FOR HOURLY SNOW HAULING SERVICES*

No. 1
Manufacturer: _____

No. 3
Manufacturer: _____

Model/Type: _____
Year: _____ VIN# _____
GVWR: _____
OF WHEELS: _____
BLADE SIZE (FEET) _____
BUCKET/DUMP SIZE (CY) _____
CITY PLATE # PROVIDED BY CPW: _____

Model/Type: _____
Year: _____ VIN# _____
GVWR: _____
OF WHEELS: _____
BLADE SIZE (FEET) _____
BUCKET/DUMP SIZE (CY) _____
CITY PLATE # PROVIDED BY CPW: _____

HOURLY RATE FOR HAULING: _____

HOURLY RATE FOR HAULING: _____

No. 2
Manufacturer: _____

No. 4
Manufacturer: _____

Model/Type: _____
Year: _____ VIN# _____
GVWR: _____
OF WHEELS: _____
BLADE SIZE (FEET) _____
BUCKET/DUMP SIZE (CY) _____
CITY PLATE # PROVIDED BY CPW: _____

Model/Type: _____
Year: _____ VIN# _____
GVWR: _____
OF WHEELS: _____
BLADE SIZE (FEET) _____
BUCKET/DUMP SIZE (CY) _____
CITY PLATE # PROVIDED BY CPW: _____

HOURLY RATE FOR HAULING: _____

HOURLY RATE FOR HAULING: _____

*Provide Additional Schedule of Trucks and Equipment if needed.

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



CONTRACTOR: _____
_ ADDRESS: _____
TELEPHONE NO: _____

Contract _____

**2018-2020 SCHEDULE OF TRUCKS AND EQUIPMENT
FOR HOURLY SNOW HAULING SERVICES***

No. 5
Manufacturer: _____

No. 7
Manufacturer: _____

Model/type: _____
Year: VIN# _____
GVWR: _____
OF WHEELS: _____
BLADE SIZE (FEET) _____
BUCKET/DUMP SIZE (CY) _____
CITY PLATE # PROVIDED BY CPW: _____

Model/Type: _____
Year: VIN# _____
GVWR: _____
OF WHEELS: _____
BLADE SIZE (FEET) _____
BUCKET/DUMP SIZE (CY) _____
CITY PLATE # PROVIDED BY CPW: _____

HOURLY RATE FOR HAULING: _____

HOURLY RATE FOR HAULING: _____

No. 6
Manufacturer: _____

No. 8
Manufacturer: _____

Model/type: _____
Year: VIN# _____
GVWR: _____
OF WHEELS: _____
BLADE SIZE (FEET) _____
BUCKET/DUMP SIZE (CY) _____
CITY PLATE # PROVIDED BY CPW: _____

Model/Type: _____
Year: VIN# _____
GVWR: _____
OF WHEELS: _____
BLADE SIZE (FEET) _____
BUCKET/DUMP SIZE (CY) _____
CITY PLATE # PROVIDED BY CPW: _____

HOURLY RATE FOR HAULING: _____

HOURLY RATE FOR HAULING: _____

*Provide Additional Schedule of Trucks and Equipment if needed.

Inspected and approved by: _____ Date _____

INDEMNIFICATION A G R E E M E N T

Date: _____

The undersigned Contractor in consideration of the City of Waltham's award to it of the 2018-20 contract for snow hauling services hereby agrees to defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of such work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

Witness

Contractor

AFFIDAVIT OF OWNERSHIP

Date: _____

_____ Hereby certifies that all equipment listed on the 2018-2020 SCHEDULE OF TRUCKS AND EQUIPMENT FOR HOURLY SNOW HAULING SERVICES is _____ owned or leased by the Contractor and insured by the Contractor for use during the snow removal operations and that no equipment other than those pieces which appear on the attached schedule shall be used by _____, in performance of snow removal work for the City of Waltham without the City's prior approval.

Witness

Contractor's Authorized Signature

CERTIFICATION OF TAX COMPLIANCE

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

**Signature of individual
Or Corporate Contractor
(Mandatory)

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

Print Name: _____

By: _____

Date: _____

Corporate Officer
(Mandatory, if
applicable)

Print Name: _____

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

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

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



CERTIFICATE OFNON-COLLUSION

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

(Signature of individual)

Name of Business

Date: _____



CONTRACT FORMS

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

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



CITY OF WALTHAM
PURCHASING DEPARTMENT
CONTRACT

THIS AGREEMENT made _____ (date), in the year 2019, by and between the CITY OF WALTHAM, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

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

WITNESSED: That the parties hereto agree as follows:

CONTRACT DOCUMENTS.

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

This CITY-CONTRACTOR Agreement;

The City's Request for Bid #16-30 issued by the Purchasing Department, including the On-Call Snow Hauling Services, Contract Terms and Specifications;

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

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

The Bid Response of the CONTRACTOR submitted for this contract and accompanying documents and certifications; Certificate(s) of insurance submitted by the CONTRACTOR in connection with this contract;

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

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

GENERAL CONDITIONS

The Schedule of Types of Vehicles and/or Equipment to be provided for in this contract, and the Contractor's priority' with respect to each is attached hereto, along with the number of such pieces of equipment available for each type and the applicable hourly rates for the 2019 snow seasons. It is expected that the City will contract with multiple contractors. Contractors are not guaranteed that any actual work will be performed during the 2019 snow seasons, and will only be paid if services are actually provided.

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

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

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

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

RESPONSIBILITIES OF CONTRACTORS

- A. The Director of Public Works or their designee will assign all routes and specific equipment as needed for hauling operations. It is possible that not all pieces of equipment will be utilized during every event, and whether Contractors are called at all will be entirely dependent on weather conditions as they develop over the 2019 snow seasons, and Contractors will only be called at times when the Director of Public Works or their designee determines that hauling operations are necessary. Utilization of accepted equipment is at the discretion of the Director of Public Works or their designee. All hauling operations will be completed in the sequence designated by the Director of Public Works and/or his designee. It shall be the contractor's responsibility to become familiar and to familiarize any drivers, other than the contractor, with the route. Supervisory personnel of the Department of Public Works will be available to assist in this familiarization and to advise the contractor of any special conditions which may be encountered on the route.
- B. Vehicles Inspection
1. The Contractor accepts full responsibility to schedule vehicle inspections at a City facility or at a location to be determined by the Director of Public Works or their designee. The inspection will occur during a several week period designated by the City.
 2. All paperwork related to vehicle inspections shall be sent to the Director of Public Works or their designee at Waltham City Hall 610 Main St. The Director of Public Works or their designee will subsequently contact responsive and responsible bidders to schedule the inspections. The contractor must schedule the inspections through the Director of Public Works or their designee, either in writing or by calling **(781)314-3800**. The inspections will take place Monday through Friday at the discretion of the Director of Public Works or their designee. Failure to schedule inspection shall be deemed to be solely the fault of the contractor. The City will not assume any responsibility or liability for failure of the contractor to have the vehicles inspected.
 3. The Vehicle at the time of inspection must fully meet all conditions set forth in this contract. All equipment must be inspected by CPW prior to acceptance. The Contractor's equipment must also pass inspection. If the equipment does not pass the inspection the first time, the contractor may modify the equipment and request a re-inspection or supply another piece of equipment after submitting necessary documentation to the Purchasing Agent and receiving authorization.
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However, in no event will a contractor be given a third opportunity to pass an inspection if either the original or the replacement equipment fails the second inspection.

- C. The contractor shall be responsible for all fuel, repairs and/or equipment and personnel necessary to operate the trucks or equipment and shall bear any and all risk of loss should personnel, trucks or equipment be injured or damaged while performing duties under the contract with the City.
- D. Equipment called in must be at its designated check-in Point within two hours of being called, or the City may contact the Contractor with the next lowest hourly rate for the type of equipment called.
- E. All hauling operations shall be continued without interruption unless said interruption is authorized by the Director of Public Works and/or his designee.

OPERATIONS

- A. A City Snow Inspector shall be assigned to supervise contracted equipment. Each City Snow Inspector shall be responsible for a designated group of routes and/or locations. Planning operations shall be conducted in accordance with the direction of said Inspector and hauling operations shall be conducted in accordance with the instructions provided by the Director of Public Works and/or their designee. In no instance shall a hauling operation be deemed complete until said City Snow Inspector has approved it.
- B. Equipment must check in and check out from its designated assignment location. Equipment must arrive fully fueled and ready to initiate hauling operations.
- C. Each piece of contracted equipment shall carry an identification plate provided by the Department of Public Works. Such identification shall be affixed to the appropriate vehicle throughout the contract period.
- D. All contracted operators must have access to a cell phone to both relay and receive information from the Director of Public Works or their designee. An updated list of operator names with affiliated equipment and cell phone numbers must be provided by the contractor at each check-in. Contracted operators will be provided with a contact phone number to speak with the Director of Public Works or their designee to address in-field issues.

COMPENSATION

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

EQUIPMENT SPECIFICATIONS

- A. The Equipment furnished under this contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicles Laws of the Commonwealth of Massachusetts including showing a valid Massachusetts State Registration.
 - B. All equipment must be in excellent condition, smooth running at operating levels, clean inside and out and under the hood, with evidence of proper maintenance and inspection.
 - C. The City reserves the right to reject any piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the contract.
 - D. The bid price shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the operation of the equipment.
 - E. Any additional types of equipment proposed for use under this contract must meet requirements and criteria as herein established and must also be individually approved by the Director of Public Works and/or his designee.
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1. Each piece of equipment will have one set of tire chains for each vehicle
2. Rotary-type light with a yellow/amber lens visible for 360 degree around for each vehicle
3. Ballast as supplied by the contractor
4. Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the pavement
6. All electrical and mechanical systems to be in excellent operating condition

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



GENERAL CONDITIONS

- A. The workday runs from 12:01 a.m., to 12:00 midnight.
- B. Contractors must provide contact information, including a phone number, for a primary contact person and at least one
 - (1) Backup contact person where Contractors will be reachable 24 hours per day, 7 days per week. In the event the Director of Public Works or his designee attempts to contact a Contractor at the phone number(s) provided, and no response is received within one (1) hour, for any reason, such non-response will be treated as if the Contractor had notified the Director that none of its contracted equipment is available for that particular hauling operation during the dates and times that the Director has determined that a hauling operation was necessary.

The contact information for the Contractor shall be as follows:

CONTACT NAME: _____

CONTACT PHONE NUMBER: _____

CONTACT NAME (BACKUP): _____

CONTACT PHONENUMBER(BACKUP): _____

- C. Hauled Snow shall be transported to a location specified by the Director of Public Works or his designee.
 - D. Rental time for hauling shall be figured from time punched in on City time clock to time punched out or authorized completion of hauling operations. Hauling time will be figured from time punched in to time punched out with an allowance of fifteen (15) minute grace period prior to and following scheduled City workday to allow for checking in and out. Payment due for hours worked will be computed to the nearest quarter hour.
 - E. No time shall accrue and no payment shall be made for any time a vehicle or piece of equipment is not performing its assigned task, regardless of reason.
 - F. Certificates of Insurance covering Workmen's Compensation must be submitted covering dates of contract. Workmen's Compensation is required as described below:
 - (1) All lessors of two (2) or more pieces of equipment must have Workmen's Compensations Insurance.
 - (2) When lessor offers but (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.
 - G. The City of Waltham shall be named as additional insured on certificate of insurance. The Contractor shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or work called for under this contract, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to any injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
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- H. Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period as follows: (all vehicles must be listed on the Insurance Certificate).

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c. 149, s. 34 and c. 152 as amended
Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

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

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

General Liability: (including completed operation coverage).
\$500,000 per occurrence
\$500,000 per aggregate

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

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

- I. U.S. Department of Transportation (DOT) regulations (Federal Register 49 CFR Part 382) regarding drug and alcohol abuse in the workplace must be complied with.
- J. No payment will be made until approved contracts are on file with the Public Works Department and Comptroller of Accounts.
- K. It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under existing state laws and regulations.
- L. It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of the contract. Registration changes shall be reported to the Purchasing Department.

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

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

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

No City monies are obligated by this contract.

By _____

Auditor

Date: _____

CITY OF WALTHAM

By: _____

Chief Procurement Officer

Date _____

By _____

Director of Consolidated Public Works

Date _____

Approved as to Legal Form and Character

By _____

City Solicitor

Date _____

CONTRACT APPROVED

By _____

Mayor

Date _____



CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation and that on _____
(Insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

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

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

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

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

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

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

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