

CITY OF WALTHAM  
REQUEST FOR QUOTATIONS  
FOR SNOW PLOWING REMOVAL SERVICES

TANDEM ROUTE 1 (14 Sections)  
PRICE PER INCH

September 2013

**CITY OF WALTHAM  
TABLE OF CONTENTS**

Cover Page

Table of Contents

<b>Section</b>	<b>Page</b>
Section 1. Request for Quotation	3
Section 2. Quote Requirements	5
Section 3. Proposer's Qualifications and References Form	6
Section 4. Quote Form	9
Section 5. Specifications Snow Plowing Services Tandem Route 1-14 2013 – 2014 SEASON	13
Section 6. Compliance Forms	26
Appendix A. Street List, Tandems Route 14	31
Appendix B Plow Performance Report	32
Appendix C Contract Form City-Contractor Agreement	34
Maps	37

**SECTION 1  
CITY OF WALTHAM  
PURCHASING DEPARTMENT**

**REQUEST FOR QUOTATION**

The City of Waltham invites sealed QUOTE from CONTRACTOR(S) for

**Tandem Route 1 (14 Sections) Plowing Services BY THE INCH**

Pre-bid meeting will be held: **10:00 a.m., Septemeber 20, 2013** at Waltham Government Center, Public Meeting Room, 119 School Street Waltham, MA 02451.

RFQ will be received until: **2:00 PM., September 30, 2013**  
at the Purchasing Department, , Waltham City Hall, 610 Main St., Waltham, MA 02451.  
Immediately following the deadline for QUOTE all QUOTE received within the time specified will be publicly opened and read aloud.

Bid Documents will be available online only at [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids) starting **Septemeber 16, 2013**.

The contract term shall be for one (1) snow season, the term shall extend from **October 1, 2013 through June 30, 2014**. In addition, the City shall have the option, at its sole discretion, to extend the contract for two additional one year terms, at the prices stated in the CONTRACTOR(S)'s quote and acceptable to the Contractor. In order to exercise its options the City will notify the Contractor(s) no later than August 1<sup>st</sup>.

Proposers must enter a quote for each Route on which they are providing a quote. Multiple contracts may result from this RFQ as contracts maybe awarded on a per Route basis.

Surety is not required with this RFQ. **QUOTE must be submitted with one original and one copy.**

**Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snowplow services. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Quote. In order to obtain the service with the highest value, the City of Waltham has voluntarily undertaken this competitive Quote. The City also reserves the right to engage in negotiations with CONTRACTOR(S) after the QUOTES are opened.**

**Selection Criteria-** In selecting the Quotes provided for each Route the City shall examine the Quoted price per inch; the amount of the equipment pledged per route to accomplish the safe, efficient, and timely plowing of snow from the roadway to allow vehicles safe travel in the City during snow events; the company background and capability, and recent relative experience.

The City will be the sole judge of whether or not the quote meets the criteria of this Open Request for Proposal, and its decision shall be final. The City of Waltham will be the sole judge of whether or not a particular quotation has the highest value for the City of Waltham using the Selection Criteria enumerated in the above paragraph and the City's decision shall be final.

It is the sole responsibility of the CONTRACTOR(S) downloading bids from the Purchasing Department to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original quote document as well as a separate file. If you download quotes from the internet site and would like to make it known that your company has done so, please register on line before downloading the bid document. Any technical questions regarding this quote must be submitted via e-mail only to [jpedulla@city.waltham.ma.us](mailto:jpedulla@city.waltham.ma.us)

The City of Waltham reserves the right to waive any informalities in any or all quotes, or to reject any or all quotes in whole or in part, if it be in the public interest to do so.

CITY OF WALTHAM

Septemeber 16, 2013

**END OF SECTION**

## SECTION 2

### CITY OF WALTHAM PURCHASING DEPARTMENT

#### SNOW PLOWING SERVICES, **BY THE INCH** TANDEM ROUTES 1 THROUGH 14

### QUOTE REQUIREMENTS

#### Instructions to Quote Submitters:

1. This package constitutes the quote in which your quote is to be entered. This quote must be submitted in a sealed envelope.
2. Be sure to provide all the information required.
3. Be sure to sign the Quote Form.
4. You must also complete the Proposers' Qualifications and References Form and Compliance Forms. Failure to do so may result in the quote being deemed unresponsive.
5. You must provide price quotes for each Route that you wish to be considered for. Quote prices must be written in both words and figures. All entries in the quote must be clear and in ink. You should insert computed totals in the spaces provided for totals.
6. Quotes will be received until **2:00 p.m., September 30, 2013** at the Purchasing Department, Waltham City Hall, 610 Main St., Waltham, MA 02451. Immediately following the deadline for quotes, all quotes received will be publicly opened and read aloud.
7. Please note that the Addendum 1 issued September 3, 2013, attached at the end of this document, contains valid information and it is made integral part of this bid.

**8. Contracts for snowplow services are exempt from the provisions of Massachusetts's law regarding municipal bidding. The City of Waltham has chosen to undertake this procurement on an open and competitive basis. Interested contractors should take notice that the right is reserved to reject any and all offers and to make award as may be determined to be in the best interest of the City of Waltham. The City also reserves the right to engage in negotiations with contractors after the QUOTE(S)is/are offered. Any contract made will be subject to appropriations and grants to meet payment hereunder.**

**END OF SECTION**

**SECTION 3**  
**CITY OF WALTHAM**  
**PURCHASING DEPARTMENT**

**PROPOSER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Waltham for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_

2. WHEN ORGANIZED: \_\_\_\_\_

3. INCORPORATED?  YES  NO      DATE AND STATE OF  
INCORPORATION: \_\_\_\_\_

4. LIST ALL CURRENT SNOW PLOWING CONTRACTS SHOWING  
PROPOSER'S EXPERIENCE WITH SIMILAR TYPE SNOW PLOWING  
OPERATIONS.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED  
TO YOU?  YES  NO      IF YES, WHERE AND WHY?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. HAVE YOU EVER DEFAULTED ON A CONTRACT  YES  NO  
IF YES, PROVIDE DETAILS:

---

---

---

---

7. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING  
CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO  
THE PROJECT BEING QUOTED. A MINIMUM OF TWO (2) CONTRACTS  
SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED,  
BUT NOT MANDATORY.

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID?  YES  NO TYPE OF WORK: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID?  YES  NO TYPE OF WORK: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID?  YES  NO TYPE OF WORK: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID?  YES  NO TYPE OF WORK: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Waltham in verification of the recitals and comprising this statement of the Proposer's qualifications and experience.

DATE: \_\_\_\_\_ PROPOSER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**



# Section 4

CITY OF WALTHAM  
DEPARTMENT OF PURCHASING  
**QUOTE FORM**  
SNOW PLOWING SERVICES

**Tandem Route**

- A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Waltham entitled: **Snow Plowing Services BY THE INCH – Up to 14 ROUTES** for the contract price specified below, subject to additions and deduction according to the terms of the specifications. Proposer may bid on as many routes as desired.
- B. **In the event the Proposer does not receive the route quoted the City will consider alternate routes quoted base on the order of preference expressed - 1 being first choice, 2 being second choice and so on to be filled out in the column labeled “Order of Preference” below.**
- C. **Minimum requirements for each Tandem Route is two plow trucks and 1 sander (3 trucks total). Minimum truck size is 26,000 GVW.**
- D. Contractors may bid on one route, multiples routes or all 14 routes
- E. The proposed contract price is:

<u>Route No.</u>	<u>Approximate Lane Miles</u>	<u>Price Per Inch</u>	<u>Order of Preference</u>
Tandem Route 1	6.35	\$ _____	_____
Tandem Route 2	4.69	\$ _____	_____
Tandem Route 3	7.15	\$ _____	_____
Tandem Route 4	9.78	\$ _____	_____
Tandem Route 5	9.34	\$ _____	_____
Tandem Route 6	7.94	\$ _____	_____
Tandem Route 7	9.42	\$ _____	_____
Tandem Route 8	6.19	\$ _____	_____
Tandem Route 9	5.8	\$ _____	_____
Tandem Route 10	10.63	\$ _____	_____
Tandem Route 11	8.08	\$ _____	_____
Tandem Route 12	4.2	\$ _____	_____
Tandem Route 13	7.8	\$ _____	_____
Tandem Route 14	7.16	\$ _____	_____

F. The Vehicles to be used by the Proposer to carry out the above quote:

ROUTE No.: \_\_\_\_\_

---

**Vehicle Number 1.**

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

(cubic yards):

City Plate No. (Provided by DPW):

(Provided by DPW):

**Vehicle Number 2.**

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

**Vehicle Number 5.**

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size

City Plate No.

**Vehicle Number 6.**

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

(cubic yards):

City Plate No. (Provided by DPW):

(Provided by DPW):

**Vehicle Number 3.**

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

(cubic yards):

City Plate No. (Provided by DPW):

(Provided by DPW):

**Vehicle Number 4.**

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

(cubic yards):

Bucket/Dump Size

City Plate No.

**Vehicle Number 7.**

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size

City Plate No.

**Vehicle Number 8.**

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size

City Plate No. (Provided by DPW):

City Plate No.

(Provided by DPW):

*(Use Additional sheets as needed)*

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

- Quote Form - Snow Plow Services Up to 7 Routes- Section 4
- Proposers Qualification and References Form - Section 3
- Non-Collusion & Debarment Clause - Section 6

E. The undersigned agrees that, if selected as general CONTRACTOR(S), s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Waltham, execute a contract in accordance with the terms of this quote.

The undersigned further certifies under the penalties of perjury that this quote is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph 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 public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Proposer)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
(E-mail address)

NOTE: If the proposer 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.

**END OF SECTION**

# Section 5

## CITY OF WALTHAM

### SPECIFICATIONS FOR SNOW PLOWING SERVICES BY THE INCH Up to 14 ROUTES 2013 – 2014 SEASON

#### 1. General

- 1.1 The City of Waltham intends to enter into a contract with a competent and responsive CONTRACTOR(S) to perform snow plowing on several of the City of Waltham's streets in the manner described herein.
- 1.2 The CONTRACTOR(S) must supply sufficient trucks and plows to clear, in a timely manner, each Route that is awarded. The allowable pieces of equipment that qualify is listed in section 8. All equipment intended for use in snow plowing City streets will be required to pass an inspection administered by the City. Main streets and additional streets that are identified in the Detail Plow Routes Schedules under each Route must be kept open on a continuous basis during plowing operations.
- 1.3 The specific maps of the Tandem Routes are shown at the end of this document. The CONTRACTOR(S) must supply sufficient equipment to cover and clear each Route. **Minimum requirements for each Tandem Route is two plow trucks and 1 sander (3 trucks total). Minimum truck size is 26,000 GVW.**
- 1.4 The City reserves the right to treat each Route independently and to give special attention to one or more Routes at any given time.

#### 2. Term of Contract.

- 2.1 The award(s) of this contract shall extend from day of contract execution through June 1, 2014. In addition, the City shall have the option, at its sole discretion, to extend the contract for two additional one year terms, at the prices stated in the CONTRACTOR(S)'s quote and acceptable to the Contractor. In order to exercise its option the City will notify the CONTRACTOR(S) no later than August 1st of each year.

#### 3. Basis of Award.

***Selection Criteria-*** In selecting the Quotes provided for each Route the City shall examine the Quoted price per inch; the amount of the equipment pledged per Tandem Route to accomplish the safe, efficient, and timely plowing of snow from the roadway to allow vehicles safe travel in the City during snow events; the company background and capability, and recent relative experience.

The City of Waltham will be the sole judge of whether or not a quote meets the selection criteria of this Open Solicitation, and its decision shall be final. The City of Waltham will be the sole judge of whether or not a particular quotation has the highest value for the City of Waltham compared to other quotation based on the selection criteria, and its decision shall be final.

The City may award a contract after review with those offering the most competitive quote using the Selection criteria.

The City expects to complete its award within 30 days of receipts of bids.

#### 4. **Rejection of QUOTE and Limit of Award.**

- 4.1 Proper snow plowing is important to public safety and welfare. Therefore, the City reserves the right, at its sole discretion, to reject any, or all, quotes as it may determine to be in the best interest of the City. The CONTRACTOR(S) acknowledges that the burden of proof rests with the CONTRACTOR(S) to show that the CONTRACTOR(S) can meet the requirements of this contract.

The City may reject an RFQ from any CONTRACTOR(S) who:

- A. Has a history of failing to provide timely, quality, and complete service on snow plowing, or other contracts with the City of Waltham or with any other municipality or agency;
- B. Proposes the use of equipment which the city considers to be substandard, or proposes to use a subcontractor(s), with a history of failing to meet the City's request for service, or to perform in a satisfactory manner on snow plowing, or other contracts.

#### 5. **Responsibilities of the CONTRACTOR(S).**

- 5.1 The CONTRACTOR(S) shall provide sufficient vehicles, equipment and operators to plow City streets in a timely manner. The City sets forth the following responsibilities, which the CONTRACTOR(S) accepts as conditions of this contract. The list provided below is not intended to be all-inclusive.
- 5.2 The CONTRACTOR(S) accepts responsibility to do the following in accordance with this scope of work and Instructions from the Director of Consolidated Public Works:
- 5.2.1 Completely familiarize himself with the quote documents;
  - 5.2.2 Completely familiarize himself with the plow Routes in Appendix A;
  - 5.2.3 Submit a properly completed quote.

- 5.2.4 Submit evidence at the time of quote, satisfactory to the City, that the proposer can fulfill the requirements of the contract. Such evidence must include, but need not be limited to:

A proposed equipment schedule for completing snow plowing of the Routes listed in Appendix A list of municipalities, or other agencies, for which the CONTRACTOR(S) has performed work of similar scope to this scope of work. The list shall include the names and telephone numbers of individuals in each municipality, or agency, who the City may contact to verify the CONTRACTOR(S)'s performance.

- 5.2.5 Upon award, the following must be supplied to the Purchasing Dept. with signed contracts within 14 calendar days

- A. A valid proof of ownership, or lease, for each vehicle. Valid proof of ownership, or leasehold interest in one of the following:
1. A Certificate of Title,  
or;
  2. A current state vehicle registration.
- B. Submit certificates of insurance as stated elsewhere in this contract document.
- C. A plan assigning specific vehicles to each of the Routes for which a contract is awarded.

5.3 Responsibility for Vehicle Inspections:

- 5.3.1 The CONTRACTOR(S) accepts full responsibility to provide each vehicle, plow and piece of equipment to the City for inspection at the City's Garage. The inspection will occur during a period designated by the City. Tentative plans are for this to occur between September 15 and November 1 of each year of the contract.

- 5.3.2 The CONTRACTOR(S) must schedule the inspections through the Consolidated Public Works Office either in writing or by calling 781-314-3800. The Garage will be open from 7:00 a.m. through 3:00 p.m., Monday through Friday. Failure to schedule an inspection shall be deemed a breach of contract and subject the contractor to disqualification from doing any work within the City.

- 5.3.3 Vehicles, plows and equipment, at the time of inspection and during all snow plowing operations, must fully meet all conditions set forth in this contract. If a vehicle, plow, or piece of equipment does not pass inspection, the CONTRACTOR(S) may modify it and request a re-inspection, or supply another vehicle, plow, or piece of equipment, after notification of the substitution to the Director of Consolidated Public Works and receiving his/her authorization to make a substitution. The City will inspect substitute vehicles, plows, or equipment prior to being used on a operation. The CONTRACTOR(S) will not

be provided a third opportunity for a vehicle, plow or piece of equipment to pass an inspection.

5.4 Responsibilities for Vehicles, Plows, Equipment and Operators.

5.4.1 The CONTRACTOR(S) must provide and properly maintain, in good working condition, the vehicles, plows and equipment for the entire contract term. They must meet all conditions set forth in this contract. Vehicles, equipment and operators must meet all Commonwealth of Massachusetts licensing, registration, and safety and emissions requirements. The CONTRACTOR(S) must, at any time upon the request of the City, provide proof of operator licensing and motor vehicle registration. The City does not require the CONTRACTOR to use GPS or be subject to the City of Waltham GPS Rider.

5.4.2 The CONTRACTOR(S) must provide fully qualified, licensed and responsible operators for each vehicle and piece of equipment. The CONTRACTOR(S) must supply a list of the names of the operators for each vehicle, or piece of equipment, to the Director of Consolidated Public Works not later than October 15 of each year of the contract and every time that there is a change in the list of operators.

5.5 Responsibilities during Snow Season.

Between October 15 and June 1 of each year of the contract, the CONTRACTOR(S) shall:

5.5.1 Maintain a system whereby the City can contact the CONTRACTOR(S) at a specified telephone number for 24 hours, 7 days a week inclusive of holidays. During snow plowing, the CONTRACTOR(S) will provide the City Snow Inspector with cell phone number. This will be used to provide direct contact between the CONTRACTOR(S)'s supervisor and City Snow Inspectors. Failure of the City to reach the CONTRACTOR(S) at the specified telephone number shall not relieve the CONTRACTOR(S) of the responsibility to start plowing at the designated time.

5.5.2 Be prepared to start plowing each Route at the times designated by the City. Failure to start at the specified time shall be cause for the City to have that Section plowed with other equipment and for the CONTRACTOR(S) to be liable for damages to the City;

5.5.3 Immediately notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. The City, at the expense of the CONTRACTOR(S), may make alternate plans to have the snow removed from a Route until the CONTRACTOR(S) notifies the 311 Center (781-314-3855) that the equipment is back in service.

5.6 Responsibilities during a Snow Plowing Operation.

5.6.1 Once the City has called a snow plowing operation, the CONTRACTOR(S) shall:



- A. Arrive at the designated meeting point at the designated time, no later than one hour from time of notice; the designated meeting place will be identified.
- B. Arrive with vehicles, plows and equipment in good working condition, prepared to plow, loaded with appropriate ballast and having chains available for use if needed (as determined by the Director of Consolidated Public Works);
- C. Provide at least one competent supervisor with a vehicle per contract for every Route. The Supervisor(s) shall be in addition to equipment operators and coordinate the CONTRACTOR(S)'s snow plowing operations with the City Snow Inspector(s);
- D. Wait until contacted by the City Snow Inspector(s) before beginning snow-plowing operations. If the City Snow Inspector has not arrived within 15 minutes of the designated start time, the CONTRACTOR(S) shall notify the 311 Center at 781-314-3855 that the equipment is on scene and is ready to begin snowplowing operations. Only if authorized by the 311 Center may the CONTRACTOR(S) begin snowplowing operations without having first been contacted by the City Snow Inspector(s);
- E. Obtain authorization to proceed, either by meeting the City Snow Inspector(s), or by contacting the 311 Center in the circumstances described above. Failure to obtain authorization to proceed will cause the City to assume that the CONTRACTOR(S)'s equipment did not show up, which may make the CONTRACTOR(S) subject to late start damages.
- F. Contractor must comply with standards set forth in Section 9.
- G. Complete snowplowing within the time specified by the Director or the Assistant Director of Consolidated Public Works after each snowfall. Prior to leaving their Routes, the CONTRACTOR(S)'s Supervisor(s) must meet with the City Snow Inspector(s) and receive a sign off. If a City Snow Inspector is not available, the CONTRACTOR(S)'s Supervisor(s) must notify the 311 Center that the Route has been completed. The City will make every effort to have a City Snow Inspector arrive at a sign off location within thirty (30) minutes. If the City Snow Inspector has not met with the CONTRACTOR(S)'s Supervisor within forty-five (45) minutes of the call to the 311 Center, the CONTRACTOR(S)'s Supervisor should inform the 311 Center. The CONTRACTOR(S)'s vehicles, equipment and operators will then be released. Except in the case of being released by the 311 Center, failure to obtain a sign off by a City Snow Inspector may lead to forfeiture of payment.

- 5.6.2 In the event that the CONTRACTOR(S)'s equipment fails during a plowing operation, the CONTRACTOR(S), or his representative, must notify the City Snow Inspector for that Route immediately and the CONTRACTOR must have the Route covered with other equipment. If the CONTRACTOR(S) does not cover the Route with other equipment within sixty (60) minutes, the City, at the CONTRACTOR(S)'s expense, may take over completion of the Route(s) and charge the CONTRACTOR(S) liquidated damages as set forth in Section 11.

- 5.6.3 A Route will not be considered by the City to be satisfactorily completed unless it meets the standards set forth in the contract, as witnessed and acknowledged by a City Snow Inspector at the sign off.

The Proposer acknowledges that often times, clean-up is required after the snow has stopped falling and citizens or private parties empty snow onto City streets. The City has the right to call back the Contractor to clean up the streets as necessary for cleanup.

5.7 Responsibilities to Receive Payment.

- 5.7.1 To receive payment for a snowplow operation, the CONTRACTOR(S) must have a fully executed contract in place with the City of Waltham.
- 5.7.2 The City will not pay for any work that has not been authorized by the appropriate City officials and signed off as complete by a City Snow Inspector or the 311 Center.
- 5.7.3 Retainage in the amount of five percent (5%) will be held back from each amount approved for payment. All retainage will be paid by June 15 each year, provided that all contract requirements have been satisfied.
- 5.7.4. The Director of Consolidated Public Works, will base payments first on snowfall as measurements. Two measurements will be taken. One on the North side close to Trapelo Road and the other at the Consolidated Public Works Yard. The two will be averaged for the official total of snowfall.

5.8 Responsibilities for Damages.

- 5.8.1 The CONTRACTOR(S) is liable for damages including, but not limited to, damages to sod, irrigation systems, shrubbery, trees, fences, postal boxes and other structures that result from his operations. The CONTRACTOR(S) shall repair all damages prior to May 1 each year.
- 5.8.2 The CONTRACTOR(S) shall make immediate, temporary repairs to damages that cause a safety hazard. Temporary repairs of such damages shall be made within 72 hours of when the damage occurred, or later if requested in writing to the Director of Consolidated Public Works, and approved in writing by the Director.
- 5.8.3 Upon the completion of each repair, the CONTRACTOR(S) shall have the property owner sign a release of liability for damages. The CONTRACTOR(S) shall submit this release to the Director of Consolidated Public Works. If the CONTRACTOR(S) cannot obtain a signed release from the property owner, the CONTRACTOR(S) shall provide proof, acceptable to the Director of Consolidated Public Works, that the damages have been repaired. The release, or proof of repair, must be provided by the times indicated in the above sections.

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

The City will hold retainage until June 15 of each year. Damage claims that are not settled within the time frames outlined above will cause the City to take action including but not limited to deducting from other payments due the CONTRACTOR(S) or deducted from the contract retainage.

## **6. Rights of the City.**

- 6.1 In the event of breach of contract, the City reserves the right to immediately terminate the contract in whole or in part. The City will give written notice of such termination. Termination of the contract may result in substantial penalties, ineligibility to receive future contracts, or default proceedings.
- 6.2 The contract may be terminated, upon the recommendation of the Director of Consolidated Public Works, when he or the Assistant Director of Consolidated Public Works, has determined that the CONTRACTOR(S) has:
  - 6.2.1 Abandoned the work to be performed under this contract;
  - 6.2.2 Assigned this contract to another without City consent;
  - 6.2.3 Unnecessarily, or unreasonably, delayed any of the work to be performed under this contract;
  - 6.2.4 Failed to furnish sufficient, properly skilled workmen, or sufficient vehicles or equipment to perform the work;
  - 6.2.5 Disregarded the instructions of the Director of Consolidated Public Works, a City Snow Inspector, or other City official;
  - 6.2.6 Failed to perform properly on any Route, as determined by a City Snow Inspector;
  - 6.2.7 Substantially violated a requirement of the contract.
- 6.3 All services provided under this contract are under the direction and supervision of the Director of Consolidated Public Works. The CONTRACTOR(S) shall only be paid for services authorized by, and performed to the satisfaction of, the Director of Consolidated Public Works.
- 6.4 In the event an operator, vehicle, or piece of equipment employed or used by the CONTRACTOR(S) fails to meet the approval of the Director of Consolidated Public Works, he shall order such person, vehicle, or piece of equipment to be removed from the job site. The CONTRACTOR(S) shall furnish an appropriate replacement within sixty (60) minutes.

CONTRACTOR(S) employees who are ordered off the job site may not perform any further work under the contract unless the Director of Consolidated Public Works authorizes him/her to return.

The decision of the Director of Consolidated Public Works as to the suitability of CONTRACTOR(S) equipment and employees is final.

The decision as to when to call for snowplowing to begin rests entirely with the City. The Director of Consolidated Public Works shall determine, on a case-by-case basis for each snowfall event, when conditions warrant a snow plow operation by the CONTRACTOR(S).

## 7. **Responsibilities of the City**

### *The City shall:*

- 7.1 Inspect vehicles in a timely manner, at times mutually agreed upon;
- 7.2 Provide as much advance notification as possible when calling for a snowplowing operation. In general, the City will try to give approximately one hour notice, unless there is need for immediate plowing due to severe conditions; Provide properly trained City Snow Inspectors to meet with the CONTRACTOR(S)'s Supervisor(s) at the commencement, during, and completion of each run; and who are to perform the sign off for each snowplowing event. The City will provide City Snow Inspectors as soon as possible to check completed Sections and to release the CONTRACTOR(S)'s operators, vehicles and equipment as early as possible; Maintain a switchboard at all times during snowplowing operations. Maintain a log of all calls between 311 CENTER and the CONTRACTOR(S) (and his Supervisors). 311 CENTER will place calls for service, coordinate City Snow Inspectors, and perform other tasks to promote smooth snow-plowing operations as quickly as possible; (All contact numbers for both the City and the CONTRACTOR(S) will be exchanged on or about Oct. 1).

Make payments within 45 days of receipt of a proper invoice. If there is a dispute about the amount owed, the City will approve payment of the amount not in dispute within 45 days and withhold any disputed amount until resolution of the dispute. However, the City will retain the final payment until all contract provisions have been met.

The City Snow Inspector, upon approval by the Director of Consolidated Public Works, will sign off on the Plowing Performance Report and issue a copy to the CONTRACTOR(S) for his records after each plowing event.

## 8. **Equipment Specifications.**

- 8.1 The equipment furnished under this contract must meet all contract specifications and fully comply with all applicable laws and regulations of the Commonwealth of Massachusetts.

- 8.2 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.
- 8.3 The City reserves the right to reject any equipment older than model year 1995. The City further reserves the right to reject any piece of equipment that does not pass the City's inspection and fully comply with these specifications.
- 8.4 The bid price shall include the cost of furnishing operators, insurance, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the performance of the contract.

The following types of vehicles and equipment may be used to perform snowplowing operations. Any other types of equipment proposed for use under this contract must be approved by the Director of Consolidated Public Works: It is expected that at a minimum, 4 pieces of equipment per Route on average will execute the plowing of each Route in this contract;

- 8.5.1 **Minimum requirements for each Tandem Route is two plow trucks and 1 sander (3 trucks total). Minimum truck size is 26,000 GVW**
- 8.5.6 Each vehicle and piece of equipment will have one set of tire chains;
- 8.5.7 Each vehicle and piece of equipment will have a rotating light, with an amber lens, visible for 360 degrees;
- 8.5.8 Each vehicle and piece of equipment will have appropriate ballast, supplied by the CONTRACTOR(S), to ensure safe and proper operation according to the conditions of each snow fall;
- 8.5.9 Each vehicle and piece of equipment with a plow must have an automatic tripping device to protect manholes and other protrusions above the surface of the pavement;
- 8.5.10 Each piece of contracted equipment will be provided with a permanent identification tag affixed to the truck body on both sides, provided by the Consolidated Public Works Department. The identification shall be affixed permanently to the vehicle identifying it as a City of Waltham Snow Plow.
- 8.5.11 The electrical and mechanical systems of each vehicle and piece of equipment shall be in good operating condition.

## 9.0 **Snowplowing Specifications.**

- 9.1 The scope of work encompasses 14 Tandem Routes.
- 9.2 The CONTRACTOR(S) shall plow snow from curb to curb, or edge of street to edge of street, leaving no rows in intersections.

- 9.3 The CONTRACTOR(S) shall plow all City streets, roads, and avenues, including private ways, within the Sections listed, and shown on the maps. If any routes overlap BOTH contractors shall be responsible for the proper plowing of this street or road.
- 9.4 The CONTRACTOR(S) shall be legally and financially responsible for all plowing conducted on unapproved streets, lots and drives not specifically identified in this contract except:
  - 9.5. Any street, which has been specifically deleted from the description sheets and Route maps.
  - 9.6.1 Any City street outside the plowing route.
  - 9.6.2 Any City parking lot, unless noted.
  - 9.6.3 Left Blank
- 9.7 Plowing Requirements.
  - 9.7.1 The CONTRACTOR(S) shall plow streets from the centerline to each curb, or to the edges of pavement.
  - 9.7.2 Snow from intersections must be plowed parallel to the curb so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections beyond curve radii.
  - 9.7.3 Do not turn around in private driveways.
  - 9.7.4 Plow at a speed which is sufficient to move snow, but not excessive. Avoid, to the maximum extent possible, depositing snow onto sidewalks
  - 9.7.5 Plow with a loose hoisting chain so plows ride on casters.
  - 9.7.6 Plow all streets the full width of pavement leaving bare pavement prior to sanding/salting operations.
  - 9.7.7 To the maximum extent possible, avoid depositing plowed snow in front of, or in, driveways and onto sidewalks, or on street corners. These areas shall not have more snow than the rest of the street edge.
- 9.8 You MUST Report to City Snow Inspector the following conditions:
  - 9.8.1 If you cannot start plowing at appointed time;
  - 9.8.2 If equipment breaks down while plowing;
  - 9.8.3 If broken down equipment is back in service;
  - 9.8.4 If any street cannot be plowed and the reason why;

9.8.5 If any damage is done to other vehicles or property;

9.8.6 Supervisor will advise City Inspector as to sequential progress on clearing operation as follows:

- A. Start of Section
- B. One pass completed on Section
- C. Section pushed back
- D. Completion.

## 9.9 *Special Plowing*

9.9.1 One Way Streets (if any).

One-way streets shall be plowed to each curb. That is, the operator shall plow the left side of the centerline of the street to the left side and plow the right side of the centerline to the right side, and at no time shall the CONTRACTOR(S)'s operator plow a one-way street the wrong way against traffic pattern without the express permission of the Director of Consolidated Public Works.

9.9.2 Blocked Streets (if any)

If a street is blocked, the CONTRACTOR(S) shall make every attempt to bypass the blockage. If unable to bypass the blockage, the CONTRACTOR(S) shall immediately inform the City Snow Inspector, or the 311 Center, of the blockage. The CONTRACTOR(S) will plow the street as soon as the blockage is removed.

9.9.3 Intersections.

The CONTRACTOR(S) shall ensure that intersections and curb radii are properly cleared, with no residual snow left in the intersections.

9.9.4 Intersection Corners.

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

9.9.5 Snow Pack.

It is not acceptable to leave snow pack of any depth along city streets after the passing of a CONTRACTOR(S) plow.

If a City Snow Inspector cannot be reached, CONTRACTOR(S) must inform 311 CENTER and get calls logged in.

## 10 **Insurance Requirements**

10.1 Certificates of Insurance covering Workman's Compensation must be submitted with signed contract, covering the dates of the contract. Workmen's Compensation is required for all lessors of two, or more, pieces of equipment.

10.2 The CONTRACTOR(S) shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, loss and expenses,

including attorney's fees, arising out of, or resulting from, the performance of the work called for under this contract, provided that any such claim, damage, loss or expense: (1) Is attributable to bodily injury, sickness, disease, death, or any 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(S), anyone directly or indirectly employed by the CONTRACTOR(S), or anyone for whose acts the CONTRACTOR(S) may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

- 10.3 Certificates of Insurance must be submitted showing coverage for the contract period as follows:

Automobile Liability All vehicles must be listed, by description and Massachusetts registration number, on the insurance certificate(s). Insurance must include coverage for hired, or borrowed, vehicles and non-ownership liability.

Bodily Injury	\$500,000 per person \$500,000 per accident
Property Damage	\$100,000 per accident
General Liability	\$500,000 per occurrence \$500,000 in the aggregate

**The City of Waltham shall be “a named additional insured” on all the general liability policies/coverage.**

- 10.4 The CONTRACTOR(S) shall, upon the award of this contract and the exercise of any renewal option, provide a **Performance bond in the amount of 100%** of the total annual bid price.

### 11.0 **Liquidated Damages**

- 11.1 The CONTRACTOR(S) agrees that the City has the right to retain all, or a portion of, moneys owed the CONTRACTOR(S) as liquidated damages for the CONTRACTOR(S)'s failure to comply with the requirements in this contract; specifically, failure to plow as required and failure to repair damages.
- 11.2 Damages will be imposed by the Director of Consolidated Public Works and will be commensurate with the severity and frequency of the failure to perform as required by the contract, and other pertinent circumstances.
- 11.3 The CONTRACTOR(S) will be notified in writing of any damages imposed by the Director of Consolidated Public Works.
- 11.4 The following is a schedule of liquidated damages for failure to perform. The list is not all-inclusive, nor does it waive any other rights of the City in the event the CONTRACTOR(S) fails to perform.



- 11.4.1 Failure to Start on Time: Damages of \$500 per hour per Route (fractional hours prorated to the greater hour);
- 11.4.2 Missing a Route (greater than six hours late from start time): Damages of \$5,000 per Route;
- 11.4.3 Failure to Complete Plowing Operations on time 2 (two) hours after city forces complete their plowing: Damages of \$550 per hour per Route.
- 11.4.5 Failure to report to the assigned City Snow Inspector or 311 CENTER at the beginning of the plowing operation: \$500 per Route:
- 11.4.6 Plowing not to standard as prescribed on the Plowing Performance Report and as prescribed within the plowing specification: \$1,000 per Route.

## 12 **LANE MILEAGE**

Lane mileage defined as the length of a roadway (in miles) dedicated to vehicle traffic multiplied by the number of traffic lanes.

Lane miles are reported in the Quote Form and in the Street Maps attached at the end of this document

## 13. **COMPLETION TIME SCHEDULE**

In order to efficiently and expeditiously complete the clearing of snow and ice from city streets, it is necessary to establish a completion schedule. It is understood that weather conditions, particularly in winter, are difficult to predict, and that each storm has a number of variables; e.g. depth, length of snowfall, falling or rising temperatures, time of day or night, early, mid or late winter, and traffic impact. Nonetheless, some guidelines are necessary. Therefore, it is expected that, in most instances, the CONTRACTOR(S) will complete all Routes within one hour of the average completion of City of Waltham plowing crews.

**END OF SECTION**

# Section 6

CITY OF WALTHAM  
DEPARTMENT OF PURCHASING

## Compliance Forms

### NON-COLLUSION FORM AND TAX COMPLIANCE FORM

#### 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 of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

\_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of business)

#### TAX COMPLIANCE CERTIFICATION

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

\_\_\_\_\_  
Signature of person submitting bid or proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of business

#### **NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said corporation

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

---

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires: \_\_\_\_\_

**CORPORATION IDENTIFICATION**

The bidder for the information of the Awarding Authority furnishes the following information.

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?**

Yes \_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

**If a Partnership: (Name all partners)**

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual doing business under a firm's name:**

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By Signature \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_

City      State      Telephone Number      Today's Date

(POST OFFICE BOX NUMBER NOT ACCEPTABLE)

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

---

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signed by Authorized Company Representative:

\_\_\_\_\_

Print name \_\_\_\_\_,

Date \_\_\_\_\_

**End of Section**

**TANDEM ROUTE MAPS**  
**FOR SNOW PLOWING, BY THE INCH**

## Appendix A

### SNOW PLOWING OF CITY STREETS “TANDEMS”

- T1. Moody St. (from Main St. to Newton line) – *6.35 Lane Miles*  
Crescent Street; Maple Street; Prospect Street.
- T2. Lowell Street; Newton Street (Calvary St. to Fuller St.)  
High Street; Pine Street. - *4.69 Lane Miles*
- T3. River Street; Calvary Street; Newton Street ( Main St. to Calvary St.)  
Willow Street; Grove Street; Farwell Street.- *7.15 Lane Miles*
- T4. Linden Street (Main to Waverley Oaks Rd.)  
Waverley Oaks Rd. (to Beaver St.)  
Beaver Street (Waverley Oaks Rd. to Warren St.)  
Warren Street; Gore St.; Seyon St.  
Main Street (from Linden St. to Watertown line).-*9.78 Lane Miles*
- T5. Forest Street; Beaver Street (at the rotary to Waverley Oaks Rd.)  
Left onto Waverley Oaks Rd. to Trapelo Rd.;  
Trapelo Rd. (west to Forest St.); Forest Street.- *9.34 Lane Miles*
- T6. Bacon St. (Main St. to Totten Pond Rd.)  
Lexington St. (Totten Pond Rd. to Main St.)  
Beaver St. ( Lexington St. to the rotary).  
Main St. (Lexington St. to Linden St.) – *7.94 Lane Miles*
- T7. Trapelo Road (from Forest St. to Lexington St.)  
Lexington St. (from Lexington line to Totten Pond Rd.) – *9.42 Lane Miles*
- T8. Lake Street; Lincoln Street;  
Smith Street (from Lincoln St. to Trapelo Rd.) – *6.19 Lane Miles*
- T9. Trapelo Road (west from Lexington St. to the Lincoln line)  
Smith Street (from Trapelo Rd. to Lexington St.) -*5.8 Lane Miles*
- T10. Totten Pond Road; Wyman Street; Third Ave.; Fourth Ave.; Fifth Ave.;  
Prospect Hill Lane; Winter Street Loop (from Totten Pond Rd. to Wyman St.) -*10.63 Lane Miles*
- T11. Winter Street; West Street; First Ave.- *8.08 Lane Miles*
- T12. Second Ave.; Bear Hill Rd.; Fox Rd.; Hickory Drive - *4.2 Lane Miles*
- T13. Main St. (Weston line to Elm St.); Elm St. (from Main St. to Carter St.)  
Carter Street.; Moody Street (Carter St. to Main St.) - *7.8 Lane Miles*
- T14. South Street; Weston Street – *7.16 Lane Miles*

## Appendix B

### Plowing Performance Report

Call out date and time: \_\_\_\_\_ CONTRACTOR(S) show time: \_\_\_\_\_

Release date and time: \_\_\_\_\_ CONTRACTOR(S): \_\_\_\_\_

Official Snowfall: \_\_\_\_\_

CONTRACTOR(S) Supervisor: \_\_\_\_\_ City Snow Inspector: \_\_\_\_\_

Contractor/Phone Number: \_\_\_\_\_

#### Equipment Assignment Record

Route Number

Equipment assigned City of Waltham Plate No

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

ADD ADDITIONAL SHEETS AS NEEDED.



**Route Report Checklist**

City Snow inspector to check each item as an indicator of plowing performance.

Item		Acceptable	Unacceptable
Reporting w/in 1 hr.			
Contracted # of supv. Present			
Vehicles prepared to plow			
First pass			
Pushed Back			
One Way streets			
Dead Ends			
Blocked streets			
Intersections			

Final approval and decision as to the acceptance of CONTRACTOR(S)(S) performance shall rest with the Director of Consolidated Public Works.

Released by:

Date/Time:

\_\_\_\_\_  
City Snow Inspector

\_\_\_\_\_

## Appendix C

### CONTRACT FORM

#### CITY-CONTRACTOR AGREEMENT

THIS AGREEMENT made this day of \_\_\_\_\_ in the year Two Thousand and Thirteen 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 Mayor, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. **SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

#### **SNOW PLOWING SERVICES – Tandem Routes**

ROUTE(s) \_\_\_\_\_

- II. **CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:
- a. This CITY-CONTRACTOR Agreement;
  - b. The City's RFQ
  - c. The Bidding Documents for Snow Plowing Services including the Invitation for Quotes, and all specifications, instructions, terms and conditions contained therein;
  - d. Addenda Number(s) \_\_\_\_\_;
  - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
  - f. Certificate(s) of Insurance submitted by the CONTRACTOR in connection with this Project;
  - g. Duly authorized and executed Amendments, Change Orders or Purchase 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.

- III. **PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY CONTRACTOR Agreement and the Request for Proposals, the terms of this Agreement shall prevail.
- IV. **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. **CONTRACT TERM.** The term of this Contract shall be from day of execution through June 30, 2014. The City, at its sole discretion, may extend the contract for two additional one-year terms acceptable to the Contractor. Prices Quoted must be firm throughout the term and any extension options exercised. It is understood that in the event the term of this contract extends beyond June 30th in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1st.
- VI. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the Director of Consolidated Public Works in accordance with the terms of this Contract. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within forty-five (45) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his negligence or failure to act.
- VIII. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- IX. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

X. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XI. **SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XII. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

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

**CONTRACTOR**

**CITY OF WALTHAM**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

*Director of Consolidated Public Works*

Date \_\_\_\_\_

Date \_\_\_\_\_

Affix Corporate Seal Here

By \_\_\_\_\_

*City Solicitor*

Date \_\_\_\_\_

City funds in the amount of \$ \_\_\_\_\_  
are available in account number:

\_\_\_\_\_

I further certify that the Mayor  
is authorized to execute contracts  
and approve change orders

By \_\_\_\_\_

*Auditor*

**CONTRACT AND BONDS APPROVED**

Date \_\_\_\_\_

By \_\_\_\_\_

*Jeannette A. McCarthy, Mayor*

Date \_\_\_\_\_