

**CITY OF GLOUCESTER
DEPARTMENT of PUBLIC WORKS**



**PROJECT MANUAL:
2017 – 2018
HOURLY SNOW PLOWING SERVICES**

SEPTEMBER 2017

Michael B. Hale, Director

**CITY OF GLOUCESTER
NOTICE TO CONTRACTORS
HOURLY SNOW PLOWING SERVICES**

The City of Gloucester is issuing this Request For Applications for vendors to be approved as eligible to provide snow plowing services at a fixed hourly rate based on the applicant's vehicle and blade size. Approval does not guarantee that the vendor's services will be used and the City has sole discretion to call or not call vendors in any manner and in whatever order it elects. This procurement is not subject to M.G.L. c. 30B.

Enclosed please find the following forms:

1. One (1) copy of Specifications For Contracted Snow Plowing Equipment
2. One (1) copy of City Of Gloucester Snow Plowing/Hauling Maximum Acceptance
3. Two (2) copies of 2017-2018 Schedule Of Trucks And Equipment For Hourly Snow Plowing Services
4. One (1) copy of Indemnification and Affidavit of Ownership form
5. One (1) copy of Certificate of Tax Compliance
6. One (1) copy of Certificate of Non-Collusion
7. One (1) copy of Debarment Letter
8. One (1) copy of IRS Form W-9
9. One (1) copy of Contract Forms
10. GPS Agreement

FOLLOW these steps:

- a. List the equipment offered for rental on the enclosed 2017-2018 Schedule of Trucks and Equipment For Hourly Snow Plowing Services. Fill in all information requested.
- b. Vehicle and/or equipment inspections will be on **Saturday, October 14, 2017 8:00am – 3pm** at the DPW yard in the mechanics shop to ensure and confirm all vehicles and equipment condition/reliability.
- c. Upon approval of inspection, please provide Indemnification Agreement and Affidavit of Ownership Form; Tax Compliance, Non -Collusion Form, Debarment Letter and IRD Form W-9 and Certificates of Property Damage and Liability Insurance covering all vehicles listed and Workmen's Compensation Insurance and deliver them to Department of Public Works, 28 Poplar Street, Gloucester, MA.

Certificate of Property Damage and Liability Insurance: The Certificate of Insurance must state that it covers snow plowing and removal operations in the City of Gloucester. All vehicles to be used for snow plowing in Gloucester must be listed on the certificate. **The City of Gloucester 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 snowplow 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/Subcontractors. If the Contractor is a partnership, a partnership statement (form supplied by the City) must be signed, and all partners who will be operating snowplow 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 Public Works and/or his designee 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.).

Inspection. The Public Works Department and the City reserves 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 Public Works Department has completed its inspection of the vehicles offered and all required documentation t is on file.**

The prompt return of these vehicle listings; Indemnification Agreement and Affidavit of Ownership Form; Certificate of Tax Compliance; Certificate of Non-Collusion; and Insurance Certificate is imperative, so that the Public Works Department may make the necessary yard assignments prior to the snow season.

Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snow plowing.es. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this solicitation. In order to obtain the service with the highest value, the City of Gloucester has voluntarily undertaken this Request For Applications. The City also reserves the right to engage in negotiations with VENDOR(S) after the bids are opened.

Michael B. Hale,
Director of Public Works
September 1, 2017

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR CONTRACTED SNOW PLOWING EQUIPMENT

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.

I. INTRODUCTION

The City of Gloucester intends to contract for snow plowing equipment on an hourly basis both for normal snow plowing and snow removal. To facilitate the snow removal efforts, the Public Works Department has established snowplowing routes and has evaluated the number and type of equipment needed by each route. Once contracted, equipment will be assigned to a specific route during all normal plowing operations. The rates for snow plowing equipment have been established and are attached hereto.

II. RESPONSIBILITIES OF CONTRACTORS

- A. Equipment contracted for must be available seven days a week, 24-hours per day, including holidays. The need for each piece of equipment contracted for, will be determined by the Director of Public Works or his designee, and must be capable of responding within one hour of notification to report. Only vehicles and equipment responding within the allotted notification period shall be paid for call-out time pursuant to Sec. VI.
- B. Upon execution of contract, each piece of equipment contracted for plowing operations will be assigned by the Department of Public Works to a particular route. Director of Public Works or their designee will assign all routes and specific equipment as needed. Not all pieces of equipment will be utilized during every event. Utilization of accepted equipment is at the discretion of the Director of Public Works or their designee. Streets on all routes are to be plowed 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.
- C. Vehicles Inspection
1. The Contractor accepts full responsibility to attend the vehicle inspections at the DPW yard in the mechanics shop to ensure and confirm all vehicles and equipment condition/reliability. The inspections are scheduled for **Saturday, October 14, 2015 from 8am-3pm.**
 2. All paperwork related to vehicle inspections shall be sent to the Director of Public Works or their designee at Gloucester City Hall, 9 Dale Avenue, Gloucester, MA 01930 or dropped off in person at the Public Works Business Office, 28 Poplar Street. Failure to attend the 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 DPW prior to acceptance. The Contractor's plow 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 Director of Public Works 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.

- D. The contractor shall be responsible for all fuel, repairs and/or equipment necessary. Further, it shall be the Contractor's responsibility to assure equipment availability at all times during plowing operations. The City reserves the right to terminate a contract at any time for failure of equipment availability.
- E. Equipment called in must arrive at its designated check-in Point within one hour of being called, and must be ready to begin plowing operations upon its arrival.

Contracted plowing operations shall be performed as close to bare pavement as possible and all streets shall be widened to maximum width. All intersections shall be cleaned to their full widths. Care will be made not to pile snow on sidewalk corners, but pushed beyond the radii and equally distributed along the curb line. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the appropriate City Snow Inspector or the Commissioner of Public Works and/or his designee.

- F. All plowing operations shall be continuous and shall be continued without interruption unless said interruption is authorized by the Director of Public Works and/or his designee.
- G. In a normal plowing operation, work shall be completed to the standards described herein within six (6) hours of the cessation of snowfall, as described by the Director of Public Works 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. Planning operations shall be conducted in accordance with the direction of said agent and with the standards described herein. In no instance shall a plowing 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 plowing operations.
- C. 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.

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 hourly rate 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.
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
 5. All electrical and mechanical systems to be in excellent operating condition
- F. Equipment will be contracted on the basis of the hourly rates specified for each specific type of equipment. For this purpose, equipment will be classified in accordance with Attachment A, Snow Plowing Maximum Acceptance Rates.

During plowing operations all front-end loaders and backhoe/loaders shall be equipped with plow blades unless assigned specific tasks for which the bucket will suffice.

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.

V. **PLOWING REQUIREMENTS**

- A. Plow streets from the center and to the curb or edge of pavement.
- B. Snow from the intersections must be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of streets beyond curved radii.
- C. Do not turn around in private driveways.
- D. Plow at a speed which is sufficient to move the snow, but not excessive.
- E. Plow with a loose hoisting chain so plow rides on casters.
- F. Plow all streets the full width of pavement.
- G. One-Way Streets
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 operator plow a one-way street the wrong way against traffic pattern without the express permission of the Commissioner of Public Works and/or his designee.
- H. Plowing Dead End Streets
The contractor's driver shall not push snow into the end of a dead end street. Near the end of a dead end, he shall pick up the plow blade, proceed to the end of the street, drop the blade and pull the snow back from the end of the street far enough so that he can turn around and push the snow out from the end of the street.
- I. Blocked Streets
If a street is blocked, the contractor's driver shall make every attempt to bypass the blockage. If unable to bypass the blockage, the driver shall immediately inform the Control Center or Chaser of the blockage. If the blockage is removed within a reasonable time, the contractor will then plow the Street.
- J. Intersections
The contractor must assume responsibility to ensure that the intersections and curb radii are properly

cleared, with no residual snow left remaining in the intersection.

- K. Intersection Corners.
Snow left at intersection corners is to be no more than normal residual on the side of the road.
- L. Snow Pack.
It is not acceptable to leave snow pack of any depth along city streets after the passing of a contractor plow.

VI. GENERAL CONDITIONS

- A. The workday runs from 12:01 a.m., to 12:00 midnight.
- B. Hauled Snow shall be transported to a location specified by the Director of Public Works or his designee.
- C. Rental time for plowing shall be figured from time punched in on City time clock to time punched out or authorized completion of plowing or hauling schedule. 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.
- D. 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.
- E. The City of Gloucester 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.
- F. 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 -	\$1,000,000.00 per person \$1,000,000.00 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 Gloucester 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.

- G. 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.
- H. No payment will be made until all required documentation has been turned into the Director of Public Work's Office.
- I. 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.
- J. 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 Public Works Department.
- K. All trucks and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.

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CITY OF GLOUCESTER SNOW PLOWING/HAULING

EQUIPMENT DESCRIPTION

Plowing Rates (Per hour)

SNOW CLEARING

Truck, dump 11,000-18,000 GVW	\$70.00
With spreader	\$78.00
Truck, dump over 18,000 – 26,000 GVW	\$77.50
With spreader	\$86.00
Truck, dump over 26,000-36,000 GVW	\$87.80
With spreader	\$104.00
Any 10 wheel truck	\$112.50
With spreader	\$132.00

SPECIALTY EQUIPMENT

Backhoe/Loaders	
1-2 Cubic Yard Loaders	\$77.30
Backhoe/Loaders	
Over 2 to 3.99 Cubic Yard Loaders	\$91.00
Backhoe/Loaders	
Over 4.00-5.99 Cubic Yard Loaders	\$112.40
Backhoe / Loaders	
6.00 Cubic Yards or greater	\$113.30
Grader w/ underbody scraper	\$117.30
Skid Steer	\$79.30

SNOW REMOVAL AND HAULING INCIDENTAL TO SNOW PLOWING

10 Wheelers	\$112.50
Triaxles	\$125.00
Trailer Dump Trucks	\$150.00
Bobcat	\$90.00
Sidewalk Tractor w/ plow or blower	\$100.00

CONTRACTOR: _____

Contract # C-_____

ADDRESS: _____

TELEPHONE NO: _____

2017-2018 SCHEDULE OF TRUCKS AND EQUIPMENT FOR
HOURLY SNOW PLOWING SERVICES Copy 1

No. 1

Manufacturer: _____

Model/Type: _____ Year: _____

VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 2

Manufacturer: _____

Model/Type: _____ Year: _____

VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 3

Manufacturer: _____

Model/Type: _____ Year: _____

VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 4

Manufacturer: _____

Model/Type: _____ Year: _____

VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

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

CONTRACTOR: _____
ADDRESS: _____
TELEPHONE NO: _____

Contract #C _____

**2017-2018 SCHEDULE OF TRUCKS AND EQUIPMENT FOR
HOURLY SNOW PLOWING SERVICES Copy 1**

No. 5
Manufacturer: _____

Model/Type: _____ Year: _____

VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 7
Manufacturer: _____

Model/Type: _____ Year: _____

VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 6
Manufacturer: _____

Model/Type: _____ Year: _____

VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

No. 8
Manufacturer: _____

Model/Type: _____ Year: _____

VIN# _____

GVWR: _____

OF WHEELS: _____

BLADE SIZE (FEET) _____

BUCKET/DUMP SIZE (CY) _____

CITY PLATE # PROVIDED BY DPW: _____

HOURLY RATE FOR PLOWING: _____

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

CITY OF GLOUCESTER

DEPARTMENT OF PUBLIC WORKS

All City of Gloucester Snow & Ice Vendors, in consideration of payment for snow and ice removal services, will be issued a portable handset GPS device and agree to the terms and conditions below:

1. Vendor shall be issued (1) handset and (1) charging system.
2. Vendor shall at all times when assigned to snow and ice removal operations long in and maintain the GPS equipment in any vehicle used for the operation of snow and ice control.
3. The vendor acknowledges understanding that failure to follow the terms and conditions for the GPS equipment may result in forfeiture of unpaid invoices. Forfeiture of payment will only apply to vehicles engaging in authorized activities or failing to comply with GPS procedures. This does not apply to GPS equipment failures, time acquiring materials, breaks, etc.
4. Vendor is responsible for proper care of the issued GPS equipment including batteries and charging units. The Department of Public Works shall be responsible for replacement of the GPS equipment, provided the broken or malfunctioning equipment is returned to the DPW. The replacement of the GPS is only for the first GPS phone issues, and will only occur provided that the GPS equipment was not maliciously and purposely damaged by the vendor.
5. Vendor will return the GPS unit to the DPW facility upon completion of work for the winter season. Any outstanding payments shall not be released prior to the return of said items in proper working condition.

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

THIS GPS NOTICE MUST BE SIGNED, DATED, AND RETURNED TO THE DPW AS SOON AS POSSIBLE.

Vendor's Signature
Snow & Ice: PLWCNTGPS

INDEMNIFICATION AGREEMENT

Date: _____

Should _____, hereinafter called the "Contractor" perform snow removal services for the City of Gloucester during the 2017- 2018, winter season. The Contractor in consideration for the opportunity to perform such services hereby agrees to defend, indemnity 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

Date: _____

_____ hereby certifies that all equipment listed on the attached schedule of equipment is
(Contractor)
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 Gloucester without the City's prior approval.

Witness

Contractor

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, betterments 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: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

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 OF NON-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

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ X Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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 GLOUCESTER

Department of Public Works CONTRACT NO. C-_____

THIS AGREEMENT made ___ day of _____, in the year Two Thousand and Seventeen, by and between the CITY OF GLOUCESTER, 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 plowing and hauling equipment by the City for normal plowing and hauling operations.

WITNESSETH: That the parties hereto agree as follows:

GENERAL CONDITIONS

The Contractor agrees to provide the City with the snow plowing and hauling equipment hereinafter described in Schedule of Trucks and Equipment of this contract, for all City normal snow plowing and hauling operations in accordance with the provisions set forth below for the **2017– 2018** winter season.

The equipment listed in Schedule of Trucks and Equipment will be available for use whenever normal plowing and hauling operations exist and when requested by the Director of Public Works or his authorized agent.

RESPONSIBILITIES OF CONTRACTORS

Equipment contracted for must be available at all times, seven days a week, including holidays, and must be capable of responding within one hour of notification to report. Only vehicles and equipment responding within the allotted notification period shall be paid for call-out time pursuant to Sec. VIB.

Upon execution of a contract, each piece of equipment contracted for normal plowing operations will be assigned by the Department of Public Works to a particular route. Streets on all routes are to be plowed in the sequence designated by the Director of Public Works. 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.

Equipment listed in Schedule of Trucks and Equipment shall be made available for inspection by the City.

At the time of inspection, the City shall evaluate the condition of the equipment and its compliance with the specifications of this contract. The City shall reserve the right to reject any equipment which it does not consider to be in a condition adequate to perform the work required or otherwise not to meet the specifications of this contract. At the time of inspection, the City shall record such information as it deems necessary to assure the identification of the equipment as that contracted.

The Contractor shall be responsible for all fuels, repairs, and/or equipment necessary. Further, it shall be the Contractor's responsibility to assure equipment availability at all times during plowing operations. The City reserves the right to terminate a contract at any time for failure of equipment availability. The decision of the Director of Public Works shall be final.

Equipment called in must arrive at its designated check-in point within one hour of being called, and must be ready to begin plowing operations upon its arrival.

Contracted plowing operations shall be performed as close to bare pavement as possible and all streets shall be widened to maximum width. All intersections shall be cleaned to their full widths. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the Director of Public Works.

All plowing operations shall be continuous, and shall be continued without interruption unless said interruption is

authorized by the Director of Public Works.

In a normal plowing operation, work shall be completed to the standards described herein within six (6) hours of the cessation of snowfall, as determined by the Director of Public Works.

The six hours completion time described in Paragraph H is not to be construed as a guaranteed minimum of six hours of plowing or hauling.

Plow blades will be down when proceeding to and from assigned routes unless the pavement is bare from curb to curb.

OPERATIONS

An agent of the Director of Public Works shall be assigned to supervise contracted equipment. Each agent shall be responsible for a designated group of routes. Planning operations shall be conducted in accordance with the direction of said agent and with the standards described herein. In no instance shall a plowing operation be deemed complete until it has been approved by said agent.

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

Ballast will be provided by the City. However, a \$ 100 charge will be imposed if ballast is not deposited at the cessation of plowing operations at the location at which it was provided.

Each piece of contracted equipment shall carry an identification plate provided by the Department of Public Works. Such identification shall be maintained in place throughout the contract period.

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

Equipment provided shall be that listed in Schedule of Trucks and Equipment and inspected by the City in accordance with paragraph II C, above.

When directed, trucks shall be equipped with chains at time of arrival and throughout the performance of plowing operations.

In order to determine the hourly compensation rate for the equipment listed in Schedule of Trucks and Equipment, equipment will be classified as in attached schedule of Hourly Snow Plowing Rates.

During plowing operations, all front-end loaders and backhoe/ loaders shall be equipped with plow blades unless assigned specific tasks for which the bucket will suffice.

The final decision as to trucks and equipment sizes and categories, blade measurements and bucket capacities shall be made by the Commissioner of Public Works or his agent.

The City reserves the right to reject any equipment as inadequate due to condition or type.

GENERAL CONDITIONS

The workday runs from 12:01 a.m. to 12:00 midnight.

In addition to the hours actually worked by motor trucks, graders, loaders or other equipment at plowing only, the city will pay one (1) hour total report allowance for each call out. Only those vehicles and equipment reporting to the assigned division within one (1) hour of the first time called will receive this one (1) hour pay allowance.

Rental time for plowing shall be figured from time punched in on City time clock to time punched out or authorized completion of plowing or hauling schedule. 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 work day to allow for checking in and out. Payment due for hours worked will be computed to the nearest quarter hour.

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.

Certificates of Insurance covering Workmen's Compensation must be submitted covering dates of contract. Workmen's Compensation is required as described below:

All lessors of two (2) or more pieces of equipment must have Workmen's Compensation Insurance.

When lessor offers but one (1) piece of equipment, but employs a driver to operate the equipment. Workmen's Compensation is required.

When a lessor offers but one (1) piece of equipment and proposes to operate the equipment personally, Workmen's Compensation is not required.

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 certificates).

Bodily Injury: \$1,000,000 ea. occurrence, \$1,000,000 aggregate.

Property Damage: \$100,000 ea. occurrence, \$100,000 aggregate.

City of Gloucester Named Additional Insured.

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 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, 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, 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.

MINIMUM WAGE RATES and HEALTH and WELFARE and PENSION FUND CONTRIBUTIONS as determined by the Commissioner of Labor and Industries under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, inclusive, as amended, must be complied with.

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 the existing state laws and regulations.

It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of this contract. Registration changes shall be reported to the Director of Public Works

All trucks and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.

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

CITY OF GLOUCESTER

By _____

By _____

Title _____

Date _____

Date _____

By _____

Director of Public Works

Affix Corporate Seal Here

Date _____

No City monies are obligated by this contract.

Approved as to Legal Form and Character

By _____

Associate City Solicitor

By _____

Comptroller of Accounts

Date _____

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____