



Commercial Application and Agreement for Winter Operations 2024 – 2025

[You MUST have General Liability Insurance to use this form – If you do not have General Liability Insurance, please use the Non-Commercial form]

DUE DATE: October 31, 2024

SUBMITTAL CHECKLIST (all items must be completed or included for application to be accepted)

<i>Cover Sheet – Contractor Info complete</i>	
<i>Vehicles Offered list complete</i>	
<i>Authorized Operator list complete</i>	
<i>Executed Signature page, Contractor portion complete</i>	
<i>Certificate of Non-Collusion signed and complete</i>	
<i>Certificate of Compliance with Tax Law signed and complete</i>	
<i>Certificate of Compliance with Procurement Law signed and complete</i>	
<i>Certificate of Corporate Authorization or LLC Certificate (as applicable) signed and complete</i>	
<i>Copy of vehicle a registration for Vehicles Offered list attached</i>	
<i>Copies of Licenses for Authorized Operators attached</i>	
<i>Certificate of Insurance attached</i>	
<i>Copy of W-9Form attached</i>	
<i>Certificate of workers Compensation Insurance OR Workers Compensation Exemption form</i>	

This document is an Agreement for **WINTER OPERATIONS** as required by the City of Medford for the 2024/2025 season, effective November 1, 2024 to June 30, 2025.

This Agreement is made this ____ day of _____, 2024 by and between the City of Medford, Massachusetts, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 85 George P. Hassett Drive, Medford, MA 02155, herein after referred to as “City,” and

Company Name: _____

Company Address: _____

(Street Address and P.O. Box)

(City, State, Zip)

Herein after referred to as the “Contractor”.

**MAXIMUM HOURLY RENTAL RATES – COMMERCIAL AGREEMENT
(OPERATOR AND FUEL INCLUDED)**

TYPE OF EQUIPMENT	PLOW SIZE	HOURLY RATE
¾ Ton Pickup, 8,501-10,000 lbs. GVW, 4x4, w/ plow	8 or 9 ft	\$107
1 Ton Pickup, 10,001-14,000 lbs. GVW, 4x4, w/plow	8 or 9 ft	\$112
6 Wheel Dump Truck, 10,001-26,000 lbs. GVW w/ plow	8, 9 or 10 ft	\$121
6 Wheel Dump Truck over 26,000 lbs. GVW w/plow	10 or 11 ft	\$148
10 Wheel Dump Truck, over 33,000 lbs. GVW, w/plow	10 or 11 ft	\$153
Backhoes and Loaders		\$153

GENERAL TERMS AND CONDITIONS

Rates for hired equipment are based on the maximum hourly rental rates on the attached schedule with no premium rates for nights, Saturdays, Sundays, and Holidays. All Operators shall be available at all times, seven days per week including holidays.

Assignments for work under this contract are at the discretion of the Commissioner of Public Works or designee and/or on an “as needed” basis. There is no guarantee the Contractor will be awarded work. Any contractor who fails to report will be removed from the call list.

Operators must report to the Public Works Yard within one (1) hour of notification from dispatch. Failure to report will result in removal from the call list and termination of the contract.

Hourly rental rates include and cover all materials, performance of all labor, requisite or proper, and providing of all machinery, tools, apparatus, etc. necessary to fulfill the contract in the manner set forth, described and shown in the specifications in the form of contract, and the delivery thereof as required and specified.

Employees of the City of Medford are subject to Chapter 268A of the General Laws regarding Conflict of Interest. Employees who intend to perform work under this Agreement shall notify the City of Medford, Human Resources Department and shall not perform any work until receiving written approval from the City.

The City may terminate this Agreement for its convenience, or if the Contractor fails to perform under the terms of this Agreement or fails to work in harmony with the City, Commissioner of Public Works, or designee in following instructions or work schedules from such City Official(s); if the Contractor sells, assigns, or transfers this Agreement to any other party without written approval by the City; or if the Contractor fails to meet any other provisions of the Agreement.

If requested, the Contractor must attend a meeting with DPW representatives to review snow and ice removal procedures, communication, routes, and expectations.

RESTRICTIONS

The City will not contract with applicants who are currently debarred with any agency, for any reason, including Workers Compensation Violations.

Contractors with delinquent tax obligations to the City of Medford must make payments arrangements with the City Treasurer or pay the delinquent balance in full prior to authorization and award of any contract by the City. Payment plans must be pre-arranged with the City Treasurer if an applicant has unpaid tax obligations to the City. The City Treasurer retains authority to intercept payments to any Contractor who has tax or other obligations to the City during the entire term of this Agreement.

The Agreement will be terminated when an individual has outstanding tax or child support obligations to the Commonwealth of Massachusetts or incurs these obligations during the performance of the Agreement.

OPERATORS

Contractor, its employees and operators, must be at least 18 years of age and have a valid Massachusetts Driver's License and a good driving record, as determined by the Commissioner of Public Works. A list of all potential drivers must be supplied to the Commissioner of Public Works with this Agreement. Any modifications to the list of drivers shall be submitted to the DPW Office Manager. Licenses may be inspected at the discretion of the Commissioner of Public Works.

As further provided herein, workers compensation insurance is required for Contractors and their employees at the statutory limits for the entire duration of the Agreement unless declared exempt. This includes Contractors having multiple vehicles/operators. If it is found that Contractor, its employees/operators, do not have workers compensation insurance and someone other than yourself is driving your truck, this Agreement will be terminated immediately.

VEHICLES

The Commissioner of Public Works and/or his designee shall have the right to examine all equipment offered for this Agreement at any time, to make certain all equipment meets or exceeds the requirements of this Agreement.

The Contractor warrants that the equipment hired under this agreement is in first class condition and fit for its intended use, and shall be kept in such condition and fitness for the term of this Agreement. To that end, the City shall have the right to inspect said equipment prior to entering into this Agreement and at any time during the term of this Agreement. The decision(s) of the Commissioner of Public Works or his/her designated representatives as to the suitable condition and fitness of any equipment shall be final. The Contractor hereby acknowledges and agrees that equipment hired under this Agreement shall comply with the requirements hereunder and otherwise prescribed by any City regulations or policy.

The Contractor agrees that the equipment hired under this Agreement shall be legally commercially registered in Massachusetts, and that such commercial registration shall be kept current during the term of this Agreement. The Contractor further agrees and warrants that each of the operators shall have a valid and current operator's license for the equipment he or she will operate, and that such licenses shall be kept current during the term of this Agreement. All vehicles must have a valid State Inspection Sticker. All vehicles shall be properly insured in the Commonwealth of Massachusetts. No repair, dealer or farm plates are allowed. Commercial plates are required if a business name appears on the vehicle. Contractor shall provide City all applicable vehicular registrations with this Agreement. The City reserves the right to terminate this Agreement immediately if it is determined by City, in its sole discretion, that the vehicle and/or equipment is not a previously approved.

Contractor acknowledges and warrants that he is a self-employed independent contractor and is solely responsible for providing equipment and personnel for snow removal purposes. The Contractor agrees that the

equipment hired under this agreement shall be legally owned by the Contractor. Contractors shall not sublet vehicles without prior approval of the City. Contractors shall provide proof of ownership of vehicles and the name and license of the driver of each proposed vehicle.

Pickup trucks must be three-quarter ($\frac{3}{4}$) ton or larger. One (1) ton vehicle are preferred.

The Superintendent of Fleet Maintenance will inspect vehicles for snow operations. The Commissioner of Public Works will approve snow operation Agreements at his/their sole discretion.

Vehicles must be in reliable and proper running condition and have plows and chains installed prior to reporting for work.

Equipment must be ready for inspection by **December 15th**. This includes having the plow on the vehicle.

The Contractor agrees that the use of the equipment hired under this Agreement shall be devoted for the benefit of the City for the full term of this Agreement, and the use and control of said equipment shall be as directed by the Commissioner of Public Works or his/her designated representatives.

COMMUNICATIONS

Contractor is required to have an activated cell phone at the time the application is submitted to the City. Pagers are not acceptable. During the term of the Agreement, the Contractor must provide any changes in the cell phone number to the DPW Highway Dispatcher and DPW Office Manager. Failure to maintain coverage or provide correct cell phone number will be cause for immediate termination of the Agreement.

Contractor cell phone line must remain open to the DPW Highway Dispatcher and DPW Route Foreman at all times while on duty. Contractor is required to respond within 10 minutes to any voice mail message left by the DPW Highway Dispatcher or Route Foreman while Contractor is on duty.

Contractor must report to the Route Foreman if route cannot be completed for any reason; or should the vehicle break down, be involved in an accident of any kind, and cause property damage of any kind. Contractor must report back to the Route Foreman if downed trees, wires, or other safety hazards are observed.

OPERATIONS

In most storms, the City will begin to plow when the snow is still falling and is approaching or has reached a depth of near three (3) inches. This three (3) inch depth is not to be construed as a specific starting time to plow snow; it is only to be followed as a standard that will be used by the City in calling in the Contractor during the winter months.

Each storm we encounter will be different in its intensity and character. Thus, the Contractor can, in almost all storms, assume that when the weather forecaster predicts an accumulation greater than three (3) inches, they will be expected to begin plowing operations when the snow is near or at a depth of three (3) inches.

If the Contractor, for any reason, questions whether they have been called during any storm, it shall be their responsibility to call the office or the garage to confirm whether they are to plow or not. It is to be clearly understood by all that this is a dual responsibility of the Contractor and the City working together.

Notwithstanding the foregoing, the decision as to when to call for a winter operation services rests entirely with the City, and the City will determine when conditions warrant calling such an operation. The Contractor therefore acknowledges that the extent to which he/she will be called is dependent upon the severity of the winter weather and the continued quality and timeliness of his or her work as evaluated by the Commissioner of Public Works.

The invoicing period begins upon reporting to the DPW yard at 21 James Street, Medford, MA, and continues until reporting out with the DPW Highway Dispatcher.

The Commissioner of Public Works may choose to provide reflective decals to attach to vehicles. Contractor is responsible for replacement cost if reflective decals are lost or misplaced.

Contractor will be assigned a route and route foreman. Contractor must be familiar with the route prior to the first occurrence of weather which requires reporting to the DPW for duty. Contractor is responsible for opening the roadways in sequence for the contracted route(s). After opening roadway, Contractor shall return to widen the road, clean the shoulders, corners and clear and widen intersections. Contractor shall proceed to the next area on the route once a roadway is properly cleared and shall not continue to plow roads that are cleared; especially if pavement is visible and the road is sufficiently widened.

Contractor shall plow curb to curb. Contractor shall exercise caution to prevent damage to berms and curbs of all materials, especially asphalt berms.

Contractor shall contact the Route Foremen if parked vehicles are obstructing the roadway and impeding snow clearing/sanding operations. Route Foreman will provide direction and may contact DPW Highway Dispatcher to arrange to have a vehicle towed.

DPW Route Foreman and other City personnel will monitor plow operators and inspect the work completed. If a route is not correctly cleared, Contractor will be called back to clear the area at their own expense. More than one call back to re-perform work could result in cancellation of the contract and this decision shall be made solely in the discretion of the Commissioner of Public Works.

This Agreement may be terminated at the discretion of the Commissioner of Public Works, or the Chief Procurement Officer.

Contractors are not allowed to perform work for private customers while working for the City under any circumstances.

One half-hour break per eight (8) hour shift is permitted. Contractor shall call DPW Highway Dispatcher to sign out for any breaks exceeding thirty (30) minutes within an eight (8) hour time period. When the break is completed, Contractor shall call DPW Highway Dispatcher to sign in. Failure to sign in or out properly will result in non-payment of invoicing for any time in question.

Should the Commissioner of Public Works notify the Contractor that any of Contractor's employees is in any way a detriment to the satisfactory performance of the services under this Agreement, the Contractor agrees that such employee(s) shall immediately be ordered off the job and thereafter shall not be permitted to engage in any part of such services. The Contractor shall have the opportunity to replace such employee(s) within a sixty (60) minute time period after such order and shall be notice to the Commissioner of Public Works in writing.

LIABILITY AND INSURANCE

Contractor shall be responsible for protecting their own work and all nearby properties from damage from their performance with particular attention to trees, shrubs, lawns, steps, walks, mailboxes, etc. It shall be the Contractor's responsibility to immediately report any damage(s) to the Commissioner of Public Works or designee.

Contractor acknowledges and warrants that it is a self-employed independent contractor and is solely responsible for providing equipment and personnel for winter operations purposes. Maintenance, insurance, and operation of equipment as well as payment, supervision, and insurance of vehicle operators shall be at the Contractor's sole expense and responsibility including without limitation compliance with the terms of this agreement.

Contractor shall obtain and maintain the following insurance policies throughout the term of this Agreement in order to adequately protect against claims arising from snow removal operations. In no case shall the limits be less than:

Commercial General Liability: Minimum limit of \$500,000.

Automobile Liability: at least \$250,000 per person/\$500,000 per accident for Bodily Injury, and \$250,000 Property Damage per accident.

Worker's Compensation Insurance: Individuals, independent contractors, owner/operators, sole proprietors, businesses, corporations, LLC's or any entities engaged in an employer/employee relationship are required to provide Workers Compensation coverage for themselves and all employees, including substitute drivers and owner operators. Sole proprietors (owner/operator) ONLY may sign and submit an Exemption Form with respect to this requirement.

A Certificate of Insurance naming the City of Medford as certificate holder shall be filed with the DPW Office Manager prior to commencement of any contract operations. The "Description" section shall contain the following sentence: **"The City of Medford is an additional insured under this policy."** All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice of non-renewal, restrictive amendment, or cancellation of coverage to the City. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein. Failure to provide insurance as established above shall be considered a material breach of the Agreement and grounds for immediate termination of the Agreement.

The City will perform insurance verification on all policies during the term of the Agreement. Any Contractor found to be uninsured at the time of verification check shall be deemed a material breach and shall result in immediate termination of the Agreement. If insurance is cancelled or suspended at any time during the term of the Agreement, the Contractor will be ineligible to perform winter operations under the Agreement until the insurance policy is reinstated and the City receives confirmation from the insurance provider, to its sole satisfaction.

The Contractor shall indemnify, defend and hold the City, its employees, officials, boards, representatives and agents, harmless from any and all claims, demands, liabilities, causes of action, costs and expenses (including attorneys' fees), losses, damages or injuries incurred by or as a result of Contractor's breach of this Agreement, the operation of Contractor's equipment, or the conduct of Contractor, its operators, agents or employees, regardless of whether or not they are caused in part by a party indemnified hereunder. This paragraph shall survive the expiration or termination of this Agreement.

The Contractor agrees that the work under this Agreement shall be performed in a proper manner, which shall be no less than that degree of care, attention and skill ordinarily exercised by similarly situated contractors, in scope, difficulty and location, and satisfactory to the Commissioner of Public Works or his/her designated representatives.

BILLING AND COMPENSATION

Compensated time will begin only when the operator signs in at the Public Works yard and will end upon sign out from the Public Works yard. Invoices must be submitted within 10 days of any billable event and must include date, type of equipment, time of start, time of completion and rate. The Commissioner of Public Works will approve all invoices prior to payment.

After reporting to work as instructed, all hired equipment used for snow removal and ice control shall work for the period of time required as determined by the Commissioner of Public Works and/or designee for any one storm. No time will be paid for equipment inoperative due to breakdown.

Equipment shall be paid for actual number of hours worked. A time slip shall be filled out for each truck at the beginning and end of each work assignment, and it shall be signed by the operator and dispatcher.

Payment of undisputed amounts shall be made within thirty (30) days of receipt of a complete and satisfactory written invoice as required hereby.

Mail or hand carry invoices to the DPW office, Room 304, 85 George P. Hassett Drive, Medford, MA, and Attention: DPW Office Manager.

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

MISCELLANEOUS

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the City nor Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

Contractor shall comply with all federal, state and local laws, rules, regulations and orders applicable to the work provided, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

This Agreement shall be governed by, construed and enforced in accordance with the laws of The Commonwealth of Massachusetts and Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

The invalidity, illegality or unenforceability or any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Contractor further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this paragraph shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

VEHICLES OFFERED
(ALL BOXES MUST BE COMPLETED FOR EACH VEHICLE)

Year	Make	Model	GVW	Plow Size	Registration	Plate No.

AUTHORIZED OPERATORS

[PLEASE LIST ALL INDIVIDUALS AUTHORIZED TO OPERATE VEHICLES COVERED UNDER THIS CONTRACT]

Name	License No.	License Type	Copy incl?	Cell Phone

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

CITY OF MEDFORD

CONTRACTOR

Breanna Lungo-Koehn, Mayor

Signature

Date: _____

Contractor Name

Date: _____

Fiona Maxwell, Chief Procurement Officer
Date: _____
Notes: Exempt pursuant to M.G.L. c. 30, 1(b)(17)

APPROVED AS TO FORM:

APPROVED AS CONTRACT MANAGER:

Law Department

Timothy McGivern, PE
Commissioner of Public Works

Date: _____

Date: _____

APPROVED AS TO AVAILABILITY OF FUNDS:

Bob Dickinson, Finance Director

Date: _____

CERTIFICATE OF NON-COLLUSION

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

Signature of person submitting the bid

Name of business

**CERTIFICATE OF COMPLIANCE
WITH STATE TAX LAWS**

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

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

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

Corporate Officer
(Mandatory, if applicable)

Date

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

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

***Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

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

Pursuant to M.G.L. Chapter 266, Sec. 67A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that the Contractor has not (a) made a material statement that is false; (b) omitted or concealed a material fact in a written statement; (c) submitted or invited reliance on a material writing or recording that is false, forged, altered, or otherwise lacking in authenticity; (d) submitted or invited reliance on a sample, specimen, map, photo graph, boundary-mark, or other object that is misleading in a material respect; or (e) used any trick scheme, or devise that is misleading in a material respect.

Signature of Individual

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

Corporate Officer
(Mandatory, if applicable)

Date

**CERTIFICATE OF CORPORATE AUTHORITY
(if Contractor is a Corporation)**

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

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

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

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

6. ATTEST: _____ AFFIX CORPORATE
*(Signature of Clerk or Secretary) ** SEAL HERE
7. Name: _____
*(Please print or type name in line 6) **
8. Date: _____
*(Insert a date that is **ON OR AFTER** the date the officer signed the contract and bonds.)*

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

**LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY
(if Contractor is a LLC)**

_____, LLC

I, _____, do hereby certify that:

1. I am the duly elected and acting _____ of _____ LLC, a limited liability company organized and existing in good standing under the laws of the State of _____ (the "Company").
2. Attached hereto as Exhibit A is a true and correct copy of resolutions which were duly adopted by the members of the Company on _____, 20__.
3. The attached resolutions have not been amended, rescinded or modified and are in full forces and effect on the date hereof in the form originally adopted, and are in conformity with the Articles of Organization and Operating Agreement of the Company.
4. Attached hereto as Exhibit B is a true and correct copy of the Articles of Organization dated _____, 20__ and the Operating Agreement dated _____, 20__.
5. The attached Articles of Organization and Operating Agreement have not been amended, rescinded, or modified and are in full forces and effect on the date hereof.
6. The following person are the Authorized Officers of the Company in the capacities indicated, and the signatures set forth after their names and titles are their true and genuine signatures.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Witness, my signature and the seal of the Company this ____ day of _____, 20__.

Name:
Title:

CONTRACTOR INFORMATION FORM

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

The CONTRACTOR shall complete all applicable sections:

Name: _____
(Firm name)

Address: _____
(Street address and or PO Box)

(City, state, and zip code)

Email Address _____

Telephone/Cell Phone/Emergency Numbers:

Daytime (Mon thru Friday): _____

Contact Person: _____

Weekends and Nights: _____

Contact Person: _____

Emergency Number: _____

Contact Person: _____

Social Security/FID #: _____

(Signature)