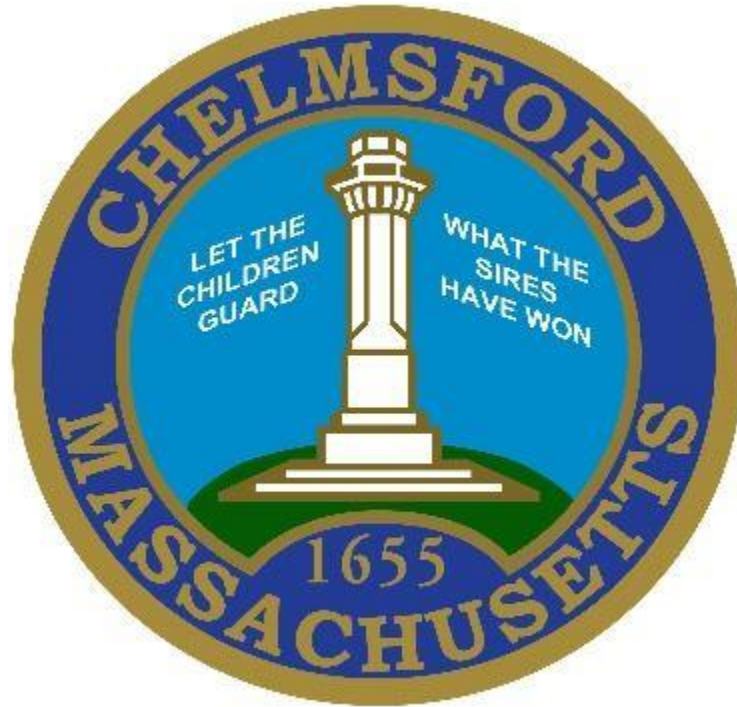


# DPW HIGHWAY DIVISION



## SNOW PLOWING APPLICATION FOR 2023-2024 SNOW AND ICE WINTER SEASON

DPW HIGHWAY DIVISION

9 ALPHA ROAD

CHELMSFORD, MA 01824

978-250-5270

Joe Eriksen, Highway Superintendent

# TOWN OF CHELMSFORD, MASSACHUSETTS

## **NOTICE – TOWN OF CHELMSFORD**

The Department of Public Works, Highway Division is seeking contractors,  
for snow plowing and snow removal for the  
2023-2024 Winter Season.

Have questions - please contact:

Michelle Thomas [mthomas@chelmsfordma.gov](mailto:mthomas@chelmsfordma.gov) or call 978-250-5270.

*Thank -you*

# TOWN OF CHELMSFORD, MASSACHUSETTS

## NOTICE TO CONTRACTORS

The Town of Chelmsford DPW Highway Division is currently accepting applications for snow plowing for the 2023 – 2024 Winter Season.

**Enclosed please find the following forms:**

1. Snowplowing Application (Attachment A)
2. Specification for Contractor's Snow Plowing & Snow Removal Equipment (Attachment B)
3. Insurance Requirements (Attachment C)
4. Rates for Hired Equipment (Attachment D)
5. Contractor Invoice Submittal Information & Requirements
6. Town of Chelmsford Snowplow Contract
7. IRS Form W9

Please list the equipment offered on the enclosed Snow Plowing Application Form. Fill in all information requested and return it together with copies of Vehicle Registrations, Driver's license for each driver, Certificate of Insurance covering all vehicles listed, IRS Form W9, List of Employees, Worker's Comp. Insurance (if applicable) and the Snow Plowing Application for Winter 2023-2024.

**Certificate of Insurance:** The certificate of Liability Insurance must state that it covers snow plowing and snow removal operations in the Town of Chelmsford. All Vehicles to be used for snow plowing in Chelmsford must be listed on the certificate. **The Town of Chelmsford must be named as "Additional Insured for snow plowing operations"** by endorsement for **Products and Completed Operations on the snowplow contractor's certificate.** (ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS)

**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 the Town snow and ice contracts, the "Contractor" is the person who has entered into a contract with the Town and an **employee generally includes anyone other than the Contractor who will be operating snow and ice equipment.** 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.

Upon return of the application and supporting documents the Highway Division will arrange for inspection of your vehicle or equipment if you are a new Contractor or returning Contractor with a NEW vehicle or equipment. The Town reserves the right to reject vehicles or equipment not required or in the best interest of the Town.

**To be eligible for the incentive payment this application and all supporting documentation need to be returned no later than MONDAY OCTOBER 23<sup>RD</sup>, 2023.**

Per Massachusetts General Laws, Chapter 30B, Section 1(b)(17), as restated, amended, replaced, a contract for snow plowing, is exempt from the public bid laws of the Commonwealth of Massachusetts. As such, the Town reserves the right to offer contracts to anyone other than the lowest price bid applicant and to negotiate the contract prices with any applicant. The Authority also reserves the right to reject any and all applications or to require modifications of any application it deems, in its sole and absolute discretion, highly advantageous if it is in the best interest to so do, and to cancel this procurement at any time.

# TOWN OF CHELMSFORD, MASSACHUSETTS

## ATTACHMENT A SNOW PLOWING APPLICATION 2023-2024 WINTER SEASON

|                             |                     |
|-----------------------------|---------------------|
| <b>Name:</b>                |                     |
| <b>Address:</b>             |                     |
| <b>Day Phone:</b>           | <b>Night Phone:</b> |
| <b>Email:</b>               | <b>Cell:</b>        |
| <b>Location of Vehicle:</b> |                     |

### VEHICLE INFORMATION

| <u>Make</u> | <u>Year</u> | <u>Registration*</u> | <u>GVW</u> | <u>Plow Length</u> |
|-------------|-------------|----------------------|------------|--------------------|
|             |             |                      |            |                    |
|             |             |                      |            |                    |
|             |             |                      |            |                    |
|             |             |                      |            |                    |

I certify that I am the owner of or the authorized agent of the company owning the vehicles, the above vehicle information provided is correct, the vehicle is registered/insured and has a current inspection sticker (copy of registration is attached for each vehicle.)

Signature: \_\_\_\_\_

\* If registration expires during the Season, it is the Contractor's responsibility to renew.

**Applications will not be considered until all the required paperwork has been submitted.**

**Required paperwork includes the following:**

| <b>Required Paperwork Submitted Check List</b>   |                         |
|--|-------------------------|
| Attachment A   | Snowplowing Application |
| Town of Chelmsford Snowplow Contract   | Pgs. 13 & 16            |
| Completed W9   | Pg. 17                  |
| Copy of each Vehicle Registration listed on Application  |                         |
| Copy of driver's license for each driver   |                         |
| Certificate of Insurance<br>(Motor Vehicle insurance minimum limits of \$250,000/\$500,000 per accident bodily injury and \$250,000 property liability or a combined limit of \$1,000,000) |                         |
| Workman's Comp. Insurance (If Applicable)  |                         |

# TOWN OF CHELMSFORD, MASSACHUSETTS

## ATTACHMENT B SPECIFICATIONS FOR CONTRACTORS SNOW PLOWING & SNOW REMOVAL EQUIPMENT

### I. INTRODUCTION

The Town of Chelmsford intends to contract snow plowing on an hourly basis both for normal snow plowing and snow removal. To facilitate the snow removal efforts, the DPW Highway Division has established snow plowing routes and has evaluated the number and type of equipment needed by each route. Once contracted, contractors will be assigned to a specific route during all normal plowing operations.

The rates for snow plowing and snow removal have been established and are attached hereto (Attachment D). Normal plowing operations will be defined generally to be snowfalls in excess of or anticipated to be in excess of 3". In snowfalls of less than 3" the Town intends to utilize only its own equipment, unless there are extraordinary extenuating circumstances.

### II. RESPONSIBILITIES OF CONTRACTORS

A. Contractors must be available from November 15th – April 15th, seven days a week, 24 hours per day, 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. VII.

B. Upon execution of contract, each piece of equipment contracted for plowing operations will be assigned by the DPW Highway Division to a particular route. Streets on all routes are to be plowed in the sequence designated by the Superintendent. It shall be the contractor's responsibility to become familiar with and to familiarize any drivers, other than the contractor, with the route. Supervisory personnel of the Highway Division will be available to assist and advise the contractor of any special conditions which may be encountered on the route.

### III. VEHICLE INSPECTIONS

1. The Highway Division will arrange for inspection of your vehicle or equipment if you are a new Contractor or returning Contractor with a NEW vehicle or equipment. Inspections will take place at DPW 9 Alpha Rd., Chelmsford, MA. The Contractor accepts full responsibility to make available each vehicle or equipment scheduled for an appointment.

2. Inspections are between 7:00 am through 3:00pm, Monday through Friday. Failure to complete the scheduled inspection shall be deemed to be solely the fault of the contractor. The Town will not assume any responsibility or liability for the 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. 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 Superintendent and/or Foreman to receive authorization. However, the contractor will not be given a third opportunity to pass an inspection if either the original or the replacement equipment fails the second inspection.

# TOWN OF CHELMSFORD, MASSACHUSETTS

D. The contractor shall be responsible for all fuels, repairs and/or equipment necessary. Furthermore, it shall be the Contractor's responsibility to always assure equipment availability at all times during plowing operations. The Town reserves the right to terminate the contract at any time for failure of equipment availability.

E The contractor is required to report his start and finish time to the Highway foreman. After 6 hours on duty, drivers must notify the DPW Highway Division every two (2) hours. **If for any reason, equipment breaks down or contractor must leave his route, HE MUST NOTIFY THE HIGHWAY FOREMAN.**

F. 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 Highway Foreman and/or Highway Superintendent.

G. All plowing operation shall be continuous and shall be continued without interruption unless said interruption is authorized by the Highway Superintendent or his designee.

## IV. EQUIPMENT SPECIFICATIONS

- The equipment furnished under this contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicle Laws of the Commonwealth of Massachusetts including showing a valid Massachusetts State Registration.
- All equipment must be in excellent condition, smooth running at operating levels. It shall be clean inside and out and under the hood, with evidence of proper maintenance and inspection.
- The Town reserves the right to reject any piece of equipment that does not pass the Town's administered inspection and road tests and comply fully with this specification at any time during the term of the contract.
- The rate price shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil, lubricants, and all other costs related to the operation of the equipment.
- Rotary-type or strobe light with a yellow/amber lens visible for 360 degrees around for each vehicle.
- Ballast as supplied by the contractor.
- Plow unit must have automatic tripping devise as to protect manholes and other protrusions above the top of the pavement.
- All electrical and mechanical systems to be in excellent operating condition.

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 Highway Superintendent or his designee.

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 Highway Superintendent or his agent shall make the final decision as to trucks and equipment sizes and categories, blade measurements and bucket capacities

# TOWN OF CHELMSFORD, MASSACHUSETTS

## V. PLOWING SPECIFICATIONS

- Plow streets from the center and to the curb or edge of pavement.
- 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.
- Do not turn around in private driveways.
- Plow at a speed which is sufficient to move the snow, but not excessive.
- Plow all streets to the full width of pavement.

### A. 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 Highway Superintendent.

### B. Plowing Dead End Streets

Drivers shall not push snow into the end of a dead-end street. Near the end of a dead end, the driver 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.

### C. Blocked Streets

If a street is blocked, the driver shall make every attempt to bypass the blockage. If unable to bypass the blockage, the driver shall immediately inform the Highway Foreman of blockage. If the road blockage is removed within a reasonable time, the contractor will then plow the street.

### D. 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.

### E. Intersection Corners

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

### F. Snowpack

It is not acceptable to leave a snowpack of any depth along streets after the passing of a CONTRACTOR plow.

# TOWN OF CHELMSFORD, MASSACHUSETTS

## VI. GENERAL CONDITIONS

- The workday runs from 12:01 a.m. to 12:00 midnight.
- Time for plowing or snow removal shall be figured from time called in by the Highway Foreman to time released by Highway Foreman or authorized completion of plowing snow removal schedule. Contractors shall be guaranteed a minimum of (4) hours per storm provided the contractor arrives at their assigned route within one hour of request for service.
- No time shall accrue, and no payment shall be made for any time a piece of equipment that is not performing its assigned task, regardless of any reason. Equipment operators should inform the Highway Foreman of any down-time or time not performing assigned task.
- No payment will be made until approved contracts are on file with the Chelmsford DPW – Highway Division and after each snow event the owner/contractor shall complete and submit invoices no later than 10 days after each event.
- It shall be the responsibility of the Owner/Contractor of all hired vehicles to see that all operators of such equipment are properly licensed under 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 the contract. Registration changes shall be reported to the Highway Departments Superintendent or Forman.
- All trucks and equipment listed must be available at all times for both plowing and snow removal operations unless specifically stated otherwise.

## VII. TIME RECORD - COMPENSATION

- The contractor is required to report his start and finish time to the foreman or the snow office. **After 6 hours on duty, drivers must notify the Highway Division every 2 hours. If for any reason, equipment breaks down or contractor must leave his route, HE MUST NOTIFY THE HIGHWAY FOREMAN.**
- Contractors will be paid according to the established rates (Attachment D)
- No premium time will be paid for Saturdays, Sundays or Holidays
- Contractors are responsible for payment to their drivers.
- Plow Incentive: All contractors who submit their completed paperwork with supporting documentation by **Monday October 23, 2023**, are eligible for a \$500.00 incentive payment per vehicle or piece of equipment registered with the town which will be issued on Friday, November 17, 2023. An additional \$500.00 incentive payment per vehicle or piece of equipment registered with the town will be provided at the end of the season issued on April 5, 2024. **If a contractor misses more than (1) call-in they will not be eligible for the 2<sup>nd</sup> incentive payment.**
- Invoices for plowing or sanding or salting should be forwarded to: DPW, 9 Alpha Rd., Chelmsford, MA 01824, Attn. Joyce Cote by mail or email to **dpwinvoices@chelmsfordma.gov**



# TOWN OF CHELMSFORD, MASSACHUSETTS

## VIII. MISCELLANEOUS

- NO WAIVER: The failure of the Town in any instance to insist upon strict performance of the terms of this Contract, or to exercise any remedy of option herein, shall not be construed as a waiver or a relinquishment for the future of such remedy or option, but the same shall continue in full force and effect.
- This instrument contains the entire agreement between the parties and any statement, promises or inducements made by any party hereto, which are not contained in this Contract, shall not be valid or binding.
- This Contract may not be enlarged, modified, or altered except by an instrument in writing signed by the parties hereto.
- This Contract shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. The Contractor shall comply with all provisions of federal, state, and local law applicable to the performance of the work of this Contract.
- Notices required or permitted hereunder shall be given to parties at the addresses stated herein.

# TOWN OF CHELMSFORD, MASSACHUSETTS

## ATTACHMENT C

### INSURANCE REQUIREMENTS 2023-2024 WINTER SEASON

The CONTRACTOR must provide insurance to protect his firm, his employees, and the Town of Chelmsford from all claims for damage, for bodily injury, including accidental death, as well as from claims for property damage, which may arise from operations undertaken under the provision of the awarded Contract.

The CONTRACTOR shall maintain for the duration of this Contract, the following:

- Motor vehicle insurance **with minimum limits of \$250,000/\$500,000 per person/per accident bodily injury and \$250,000 property liability** to protect the TOWN from any liability for damages to persons or property which may arise from operations performed for the TOWN.
- Workers' Compensation insurance **is required** for all business entities employing more than one driver as required under Massachusetts's Law.
- Effective Date: **November 1, 2023, through April 15, 2024**. A 30-day notice of cancellation is required for all insurance policies.

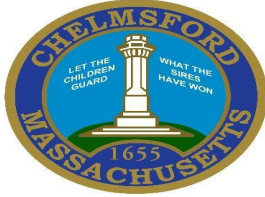
EACH INDEPENDENT CONTRACTOR SHALL PROVIDE THE TOWN WITH EVIDENCE OF INSURANCE COVERAGE FOR ALL EQUIPMENT INCLUDED IN THIS CONTRACT. THIS COVERAGE SHALL BE IN PLACE PRIOR TO THE START OF THE CONTRACTOR'S WORK, ON OR BEFORE THE CONTRACT SUBMISSION DATE FOR THE ENTIRE WINTER PLOWING SEASON TO THE END OF APRIL, WITH COMPANIES LICENSED TO SELL ISNURANCE IN MASSACHUSETTS AND/OR NEW HAMPSHIRE.

*The Town of Chelmsford shall be named as an additional insurer on all insurance policies*, except for worker's compensation. The additional insured endorsement shall limit the status to the acts or omissions of the CONTRACTOR, or the acts or omissions of any party for who the CONTRACTOR is responsible.

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

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

Each vehicle as required by law shall be operated by a qualified operator possessing a valid driver's license or Commercial Driver's License. **Drivers must provide a certified copy of license as obtained from the Registry of Motor Vehicles**

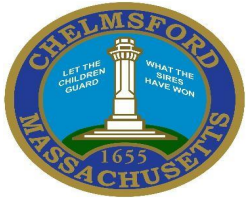


# DPW – Highway Division

## ATTACHMENT D

### RATES FOR HIRED EQUIPMENT SNOW & ICE PLOWING 2023-2024 WINTER SEASON

| <b>Equipment</b>          | <b>Description</b>   | <b>Fixed Plow<br/>Per Hour</b> | <b>Power Angle<br/>Plow<br/>Per Hour</b> |
|---------------------------|--|--------------------------------|--|
| Pick Ups – 4 Wheel        | 3/4 Ton 4 x 4 with 8 foot or larger plow, per hour   | N/A                            | \$95.00                                  |
| 1 Ton 4 x 4<br>or 6 Wheel | Weights from 10,000 through 18,000 lbs. equipped with 9 foot or larger plow                        | N/A                            | \$105.00                                 |
| 6 Wheel Truck             | Weights from 18,000 and up, equipped with 10 foot or larger plow                                   | \$95.00                        | \$115.00                                 |
| 10 Wheel Truck            | Weights 32,000 lbs. and over equipped with 10 foot or larger plow                                  | \$113.00                       | \$125.00                                 |
| Front End Loaders         | Bucket Capacity from 3 yds. through 5 yds. equipped with 10 foot or larger plow, fixed/power angle | \$140.00                       | \$150.00                                 |
| Loaders or Backhoes       | 4 x 4 with weights of 15,000 lbs. and over with 10 foot or larger plow                             | \$110.00                       | \$130.00                                 |



# DPW – Highway Division

## Notice to Snowplow Contractors

Invoices are to be submitted to:

Department of Public Works  
9 Alpha Road  
Chelmsford, MA 01824  
**Attention: Joyce Cote, Business Manager**

Or by email at: [dpwinvoices@chelmsfordma.gov](mailto:dpwinvoices@chelmsfordma.gov)

Invoice must specify (*Example attached that you may use*):

- Your name/company name
- Storm date
- Route Number
- Start date/time
- End date/time
- Total hours/Rate and Total dollar amount for each vehicle
- Total invoice amount

Please contact Joyce (978) 250-5228 x3355 after invoices are submitted if you have any questions regarding payment.

Thank you,

*Joseph Eriksen*

Joseph Eriksen

Assistant Superintendent of Streets

# TOWN OF CHELMSFORD, MASSACHUSETTS

## Snowplow Contractor Invoice

*Submitted by:*

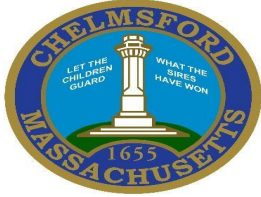
|               |        |
|---------------|--------|
| Company Name: |        |
| Address:      |        |
| Phone:        | Email: |
| Contact Name: |        |

*Submitted to:* TOWN OF CHELMSFORD  
 DPW/Highway Division  
 9 Alpha Road  
 Chelmsford, MA 01824

Attention: Joyce Cote, Business Manager  
[dpwinvoices@chelmsfordma.gov](mailto:dpwinvoices@chelmsfordma.gov)

**Storm Date:** \_\_\_\_\_

| Route # | Vehicle/Equipment | Date/Time In | Date/Time Out | Total Hours              | Rate | Total \$ |
|---------|-------------------|--------------|---------------|--------------------------|------|----------|
|         |                   |              |               |                          | \$   |          |
|         |                   |              |               |                          | \$   |          |
|         |                   |              |               |                          | \$   |          |
|         |                   |              |               |                          | \$   |          |
|         |                   |              |               |                          | \$   |          |
|         |                   |              |               |                          | \$   |          |
|         |                   |              |               |                          | \$   |          |
|         |                   |              |               | <b>Total Amount Due:</b> |      | \$       |



# DPW – Highway Division

## TOWN OF CHELMSFORD SNOWPLOW CONTRACT

THIS AGREEMENT made on this date \_\_\_\_\_ (the "Effective Date"),  
*Month, Day, Year*

between \_\_\_\_\_, with a usual place of business  
*Contractor Name/Company Name*

at \_\_\_\_\_  
*Physical address where your vehicles/equipment are located at*

hereinafter called the CONTRACTOR, and the Town of Chelmsford, acting by itself, with a usual place of business at 50 Billerica Rd., Chelmsford hereinafter called the OWNER.

### **WITNESSETH:**

Whereas the Town solicited proposals from persons interested in providing snow plowing services; WHEREAS the Contractor submitted a proposal in response to said invitation, and the Town has awarded the contract therefore to the Contractor.

NOW, THEREFORE, the Town and the Contractor agree as follows:

**Contract Documents:** The Contract Documents consist of this Agreement; Attachment A (Snow Plowing Application); Attachment B (Specifications for Contractors Snow Plowing & Snow Removal); Attachment C (Insurance Requirements); and Attachment D (Rates for Hired Equipment Snow & Ice Plowing), W9 and any other attachments hereto, all of which attachments are incorporated herein by reference and are made a part of this Agreement. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. In the event of a conflict between any of the Contract Documents, the document most favorable to the Town, in its sole determination, shall prevail.

**The Work:** The Work consists of snow plowing as more fully described in the Contract Documents. Contractor shall perform the Work in a first-class manner using best efforts.

**Term of Contract:** This Agreement shall be in effect from the Effective Date and shall expire on April 15, 2024, unless terminated earlier pursuant to the terms hereof.

# TOWN OF CHELMSFORD, MASSACHUSETTS

## **Compensation:**

The Town shall pay, as full compensation for snow plowing services furnished and delivered in carrying out this Agreement, the rates set forth in Attachments B and C, subject to all other terms of the Contract Documents regarding compensation and payment.

The acceptance by the Contractor of final payment for items and/or services provided shall be deemed a release of the Town from all claims and liabilities under this Agreement.

Neither the Town's review, approval, or acceptance of, nor payment for, any of the items and services provided shall be construed to operate as a waiver of any rights of the Town under the Agreement or any cause of action arising out of the performance of the Agreement.

The Town shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).

**Liability of the Town:** The Town's liability hereunder, if any, shall be to make all payments for services properly performed when such payments shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

**Independent Contractor:** The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose.

**Indemnification:** In addition to and not a limitation of any other rights and remedies available to the Town, the Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's and expert or consultant fees, arising out of the Contractor's activities under this Agreement.

## **Insurance:**

- The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town, as set out in the Invitation for Bids or Request for Proposals, if any, or in Insurance Requirement (Attachment C) hereto.
- All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least thirty (30) days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Town upon the execution of this Agreement, and at least ten (10) days prior to the renewal of any such coverage. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

# TOWN OF CHELMSFORD, MASSACHUSETTS

**Assignment:** The Contractor shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town. Notwithstanding the approval of any assignment by the Town pursuant to this paragraph, the Contractor shall remain liable for the full performance of the terms of this Agreement.

## **Termination**

- **Termination for Cause:** If any time during the term of this Agreement the Town determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town may terminate this Agreement, at its discretion, upon ten (10) days written notice to the Contractor. The Contractor agrees, in addition to and not a limitation of any other rights and remedies available to the Town, that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach of the Agreement.
- **Termination for Convenience:** The Town may terminate this Agreement at any time for convenience by providing the Contractor upon ten (10) days written notice.

**Inspection of Vehicles/Equipment/Records:** The Town shall have the right at any time to inspect the vehicles, equipment and records maintained by the Contractor in connection with this Agreement, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the

Town. Whenever requested, Contractor shall immediately furnish to the Town full and complete written records and reports of its operations under this Agreement in such detail and with such information as the Town may request.

**Compliance with Laws:** The Contractor shall comply with all Federal, State, and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Agreement, 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. The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence.

**Notice:** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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



# TOWN OF CHELMSFORD, MASSACHUSETTS

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

**Entire 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.

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

|  |   |
|--|---|
| <b><u>CONTRACTOR</u></b><br>Signature: | <b><u>TOWN OF CHELMSFORD</u></b><br>By Its: |
| Print Name and Title                   | Print Name and Title                        |

# Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

**Name** (as shown on your income tax return). Name is required on this line, do not leave this line blank.

**Business name/disregarded entity name**, if different from above.

Check the appropriate box:  Individual/Sole proprietor  C Corporation  S Corporation  Partnership  Trust/ Estate  Other  -----  
 -----  
 or single-member LLC

**Legal Address:** number, street, and apt. or suite no. **Remittance Address:** if different from legal address number, street, apt. or suite no

**City, state and ZIP code**

Phone: Fax: Email address:

|  |   |
|--|---|
| <p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). <b>However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.</b> For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>How to get a TIN</b> on page 2.<br/> <b>Note:</b> If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p> <p><b>Vendors:</b><br/>                 Dunn and Bradstreet Universal Numbering System (DUNS)</p> | <p style="text-align: center;"><b>Social security number</b></p> <p style="text-align: center;">_ _ - _ - _ _ _</p> <p style="text-align: center;"><b>OR Employer identification number</b></p> <p style="text-align: center;">_ _ - _ _ _ _ _ _ _</p> <hr/> <p style="text-align: center;"><b>DUNS</b> _ _ _ _ _ _ _ _</p> |
|--|---|

**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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No \_\_\_\_\_ Yes \_\_\_\_\_ If yes, **in compliance with** the State Ethics Commission **requirements**.

**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.

Sign Here  Authorized Signature  Date

**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

**If you are a foreign person, use the appropriate Form W-8.** See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. **Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalty

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number to Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup><br>The minor <sup>2</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The grantor-trustee <sup>1</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship  | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 6. Sole proprietorship  | The owner <sup>3</sup>  |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 8. Corporate  | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 10. Partnership   | The partnership   |
| 11. A broker or registered nominee  | The broker or nominee   |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.**

**Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.**

Form MA-W-9 (Rev. March 2020)