

NOTICE – TOWN OF CHELMSFORD

The Department of Public Works, Highway Division is seeking contractors for snow plowing and snow removal for the 2016-2017 Winter Season.

Interested contractors can obtain necessary forms from the Town of Chelmsford website: townofchelmsford.us -- DPW/Highway Division page.

If you have previously plowed for the Town and have a new vehicle, or you are a first time applicant a vehicle inspection is required before submission of your completed application. Inspections will take place at 9 Alpha Road (DPW Facility). Contact Joyce Cote at: jcote@townofchelmsford.us or by phone at 978-244-3355 to arrange for an inspection.

All completed application packages are due by Friday, November 4, 2016. Incomplete packages will not be reviewed for consideration.

Larry Ferreira
DPW Highway Superintendent



DEPARTMENT OF PUBLIC WORKS

HIGHWAY DIVISION

9 Alpha Road
Chelmsford, MA 01824

Telephone: 978-250-5270

Fax: 978-250-2416

VEHICLE INSPECTIONS

2016-2017 WINTER SEASON

New Contractors plowing for the Town as well as returning Contractors with new equipment must have their vehicles inspected by the Town of Chelmsford, DPW/Highway Division management prior to submitting a completed application. Please contact Joyce Cote (jcote@townofchelmsford.us) or by phone at 978-244-3355 to arrange for a vehicle inspection if needed.

Once you have passed inspection, you can then submit a completed application, including the snow plow contract, W-9 form, a copy of each current driver's license, commercial vehicle registration, certificate of insurance, worker's compensation insurance if applicable by Friday, November 4th.

Please forward your application package by mail to:

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

or email:

jcote@townofchelmsford.us

Note that incomplete packages (missing documentation) will not be reviewed.



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ATTACHMENT A
SNOW PLOWING APPLICATION
2016-2017 WINTER SEASON

Name of Contractor: _____

Address: _____

Day Phone: _____ Night Phone: _____ Cell/Pager: _____

Email: _____

Location of vehicle: _____

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 or the authorized agent of the company owning the vehicle, 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 required paperwork has been submitted. Required paperwork includes: Application, contract, W-9, current copies of each - driver's license, insurance and registrations.



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ATTACHMENT B
RULES GOVERNING HIRED EQUIPMENT FOR SNOW PLOWING

2016-2017 WINTER SEASON

1. Equipment must be in first class operating condition, be equipped with flashing lights, and less than 12 years old unless approved by the Highway Superintendent.
2. All equipment must have proper registration and insurance.
3. Contractors will supply their own gas or diesel fuel.
4. Contractors will supply all their own plows, plow blades, tire chains and all related equipment.
5. No premium time will be paid for Saturdays, Sundays or Holidays.
6. Contractors are responsible for payment directly to any helpers or riders they employ.
7. The contractor will sign in at the Highway Division or notify the Highway Assistant Superintendent or Foreman by telephone or any other means of his **starting time and finish time**. After 6 hours on duty, drivers must call in to Highway Division every 2 hours. If for any reason equipment breaks down or contractor has to leave his route, **HE MUST NOTIFY THE HIGHWAY ASSISTANT SUPERINTENDENT OR FOREMAN**.
8. Any contractor assigned a specific plow route(s) will be entirely responsible for completion of that route(s).
9. **One ballast load of sand** will be supplied at the beginning of the season from our 54 Richardson Road location.
10. Equipment used for snow and ice control after reporting to work by instructions from the Highway Foreman, shall be paid a minimum of four (4) hours. When the work period exceeds four (4) hours, the equipment shall be paid for the actual number of hours worked, time to be computed to the nearest half hour.
11. Absenteeism will lead to removal from the plowing list.
12. All contractors shall submit an invoice for plowing or sanding to: DPW, 9 Alpha Rd., Chelmsford, MA, 01824, Attn. Joyce Cote by mail or email to jcote@townofchelmsford.us. Invoices must include: **YOUR NAME OR COMPANY NAME, DATE OF INVOICE, DATE OF SERVICE WITH START AND END TIMES, TOTAL HOURS WORKED WITH RATE PER EACH TYPE OF EQUIPMENT USED & AMOUNT DUE FOR EACH PIECE AND COMBINED TOTAL AMOUNT DUE**. (See example attached that you can use)
13. All rules and regulations will be strictly enforced.



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ATTACHMENT C

RATES FOR HIRED EQUIPMENT ON SNOW & ICE PLOWING

2016-2017 WINTER SEASON

Equipment	Description	Fixed Plow Per Hour	Power Angle Plow Per Hour
Pick Ups – 4 Wheel	3/4 Ton 4 x 4 with 8 foot or larger plow, per hour	N/A	\$60.00
1 Ton 4 x 4 or 6 Wheel	Weights from 10,000 through 18,000 lbs. equipped with 9 foot or larger plow	N/A	\$74.00
6 Wheel Truck	Weights from 18,000 and up, equipped with 10 foot or larger plow	\$80.00	\$84.00
10 Wheel Truck	Weights 32,000 lbs. and over equipped with 10 foot or larger plow	\$93.00	\$98.00
Front End Loaders	Bucket Capacity from 3 yds. through 5 yds. equipped with 10 foot or larger plow, fixed/power angle	\$119.00	N/A
Loaders or Backhoes	4 x 4 with weights of 15,000 lbs. and over with 10 foot or larger plow	\$90.00	N/A



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ATTACHMENT D

INSURANCE REQUIREMENTS

2016-2017 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, 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.

The insurance needs to be in effect from November 4, 2016 through April 15, 2017 to meet TOWN requirements. A certificate of insurance of said coverage(s) shall be provided for all equipment included in this Contract. A 30-day notice of cancellation is required for all insurance policies.

EVERY 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 insured 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.



TOWN OF CHELMSFORD SNOW PLOW 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 its self, 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 therefor to the Contractor.

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

1. Contract Documents. The Contract Documents consist of this Agreement; Attachment A, Snow Plowing Application Sheet(s); Attachment B, Rules Governing Hired Equipment for Snow Plowing; Attachment C, Rates for Hired Equipment on Snow & Ice Plowing; and Attachment D, Insurance Requirements, 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.
2. 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.
3. Term of Contract. This Agreement shall be in effect from the Effective Date and shall expire on _____ April 15, 2016 unless terminated earlier pursuant to the terms hereof.
4. Compensation.
 - A. 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.
 - B. The acceptance by the Contractor of final payment for items and/or services provided shall be deemed a release of the Town from any and all claims and liabilities under this Agreement.
 - C. 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.
 - D. 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).

5. Payment of Compensation. The Town shall make payments as indicated in Attachments Band C.
6. 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.
7. 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.
8. 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.
9. Insurance.
 - A. 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 Attachment D hereto.
 - B. 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.
10. 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.

11 Termination.

- A. Termination for Cause. If at 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, in 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.
 - B. Termination for Convenience. The Town may terminate this Agreement at any time for convenience by providing the Contractor upon ten (10) days written notice.
12. 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.

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.

CONTRACTOR

TOWN OF CHELMSFORD

by _____

by its _____

Printed Name and Title

Printed Name and Title

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.

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

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
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Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals. see instructions on page 3)
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____
Requester's name and address (optional) _____

6 City, state, and ZIP code _____

7 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 generally 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 instructions for line 1 and 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
- Form 1089-C (canceled debt)
- Form 1089-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA reporting?* on page 2 for further information.



DEPARTMENT OF PUBLIC WORKS

HIGHWAY DIVISION

Telephone: 978-250-5270

9 Alpha Road
Chelmsford, MA 01824

Fax: 978-250-2416

Notice to Snow Plow Contractors

Invoices are to be submitted to:

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

If you prefer, they can be emailed to jcote@townofchelmsford.us

Invoice must specify (*Example attached that you can 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) 244-3355 after invoices are submitted if you have any questions regarding payment.

Thank you,

Joseph Eriksen

Joseph Eriksen
Assistant Superintendent of Streets

Snow Plow Contractor Invoice

Submitted by: _____

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

Attention: Joyce Cote, Business Manager

Storm Date: _____

Route #	Vehicle/Equipment	Date/Time In	Date/Time Out	Total Hours	Rate	Total \$
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	

Total Amount Due \$ _____