The Town of Barnstable
Department of Public Works
Highway Division
382 Falmouth Road, Hyannis, MA 02601
508.790.6330

Michael T. Perry, Sr.
Division Supervisor

Joseph J. Marshall
General Foreman

ALL SNOW AND ICE CONTRACTORS

The Town of Barnstable’s, Department of Public Work’s (DPW) is seeking Contractors for various Snow and Ice Control Routes for the FY2021 Snow & Ice season. The Snow & Ice season operates from November 15th through April 15th. Interested parties should review the enclosed Rate Schedule, the Contractors Snow and Ice Control Manual, and the attached Snow & Ice Insurance Coverage Requirements to understand the DPW’s expectations, requirements, and reimbursement methods. Those interested in performing the required services for the stated hourly rates can then apply to the DPW for the available Snow and Ice Control Routes.

Contractors will be selected based upon their experience, type of equipment and the condition of the equipment. Preference and first choice of available routes will be given to those Contractors that have performed adequately for the Town during the previous season.

“Read This”

To apply, or reapply, for snow and ice routes, all Contractors must submit the following. Failure to do so will be grounds for denying your application:

a) Contractors Application form (enclosed).
b) Contractors Equipment Certification Form and Statement of Understanding (enclosed).
c) Certificate Of Liability Insurance is Required; please review attached example
   a. Automobile Insurance for all vehicles (pick-ups, dump trucks)
   b. General Liability Insurance for all Equipment (loaders, skid steers, backhoes, etc.)
   c. Description of Operations must be filled out accordingly
d) Photo Copy of a valid Massachusetts drivers license of the operator(s)
e) Current copy of Vehicle Registration.
f) Completed W9-Form (enclosed).
g) Plow size – DPW reserves the right to measure plow equipment

***Failure to provide documents may result in loss of route assignment***

!!! ADDITIONAL INCENTIVE PAYMENT !!!

November 20, 2020

To qualify for the early additional incentive payment contractors must submit all required information and fully completed application by the end of the business day Friday November 20, 2020
ATTENTION

Due to COVID-19 precautions, completed applications may be mailed, faxed, emailed or delivered to the outdoor drop box located at the Highway facility. To speak in person, appointments must be made in advance during the days and hours available. Please review attached COVID-19 Safety Protocols

Mail to: Barnstable Highway Division, 382 Falmouth Road (Rte 28), Hyannis, MA. 02601

Fax to: 508-790-6343

Email to: susan.shanley@town.barnstable.ma.us

Deliver to: 382 Falmouth Road (Rte 28) Outdoor drop box next to public entrance

Appointments: 774-836-0948 508-790-6330 susan.shanley@town.barnstable.ma.us

Even if you have plowed with the Town of Barnstable in the past, you MUST submit new paperwork & proof of required insurance every year. Returning Contractors must submit a current list of all Equipment available for snow and ice operations regardless of past employment.

Please read over the Snow and Ice Control Manual

You should retain the Rate Schedule and Manual for your information.

Important Information

The Contractor agrees to be available for Snow and Ice operations, 24 hours a day, throughout the length of the Snow and Ice season as outlined in the contract November 15th to April 15th. Failure to comply with these guidelines could result in termination of the contract and not being invited back for the following season.

W-9 MUST BE FILLED OUT EVERY YEAR.

(INCLUDED IN CONTRACT)
!!! ATTENTION !!!

2020 – 2021 Snow & Ice COVID-19 Safety Protocols

Please review and adhere to the following safety protocols during snow and ice events and equipment registration to assist in keeping each other safe and healthy this winter.

- **Snow & Ice operations**
  - Do not enter DPW facilities if feeling ill or have been exposed to a COVID positive individual.
  - Self-certify that you are symptom free. If you become ill, inform your inspector prior to going home.
  - Face coverings are required when entering DPW buildings at any time.
  - DPW buildings will be **OFF LIMITS** for rest periods and meals. Contractors are to have meal and break times with their truck, equipment or by other means.
  - If entering the DPW building for the bathroom facilities, a face covering is required. You must practice proper hand hygiene; hand sanitizer, soap and water are provided within the facility.
  - Practice social distancing of 6’ from others in the facility.
  - Inspector Meetings will be held outdoors and require a face covering and social distancing while meeting in designated locations.
  - Do not congregate in areas that do not allow for social distancing.
  - Always practice proper hygiene protocols. Wash hands routinely and especially prior to eating/drinking. Cover cough and sneeze with tissue and wash hands immediately following. Wash cloth face coverings routinely and discard damaged, dirty or saturated disposable masks.

- **Application and Equipment Registration**
  - Onsite registration will be done **by appointment only** on Monday’s and Wednesday’s beginning October 19th and ending on November 18th. Friday November 20th will be scheduled as needed. Appointments are available at the DPW Highway building during the designated days and hours of:
    - Mondays 10:00 a.m. until 1:00 p.m.
    - Wednesdays 12:30 p.m. until 3:30 p.m.

  **Appointments can be made by calling or emailing the following:**
  - 774-836-0948
  - 508-790-6330
  - [susan.shanley@town.barnstable.ma.us](mailto:susan.shanley@town.barnstable.ma.us)

  - You must self-certify that you are not sick or exposed to a COVID positive individual.
  - Do not enter DPW building if sick (fever, cough, fatigue, etc.) or exposed to COVID positive individual.
  - Face covering is required when entering DPW building.
  - Enter building through employee entrance, remain in entryway and hand paperwork through glass window to Susan or designee. DPW representative will confirm all necessary paperwork is present prior to you leaving.
  - **LIMIT 1 PERSON** in entrance at any one time. If there is someone waiting in the entryway upon your arrival, please remain outdoors until individual leaves.
  - Hand sanitizer is available upon entering the reception area
**FY2021 DPW SNOW AND ICE REMOVAL INSURANCE COVERAGE REQUIREMENTS:**

Effective September 1st 2014, all contractors must have Commercial snow plowing Insurance. See attached sheet titled “FY2020 DPW Snow and Ice Removal Insurance Coverage Requirements”.

If you use your personal vehicle to snow plow you must provide the Town with evidence of coverage of a Commercial Auto Policy. A Commercial Auto Policy provides bodily injury and property damage liability protection if you injure someone or damage another party's property while using the vehicle to plow. Bodily injury liability pays for the medical expenses of the injured party as well as legal fees that may result from an accident you cause. Property damage liability pays to repair or replace property you damage in an accident. A Commercial Auto Policy will also provide collision and comprehensive coverage to protect your personal vehicle and the plow if it sustains damage during a plowing accident.

By signing the contract to conduct snow plow operations on behalf of the Town of Barnstable you agree to indemnify, defend and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall indemnify and hold harmless the Town of Barnstable.

However, should the claim be due to the negligence of the Town of Barnstable and/or its employees, Contractor shall be held harmless, provided that nothing contained herein or elsewhere in this agreement constitutes an express or implied waiver of the Town of Barnstable's limited liability.

You must produce a certificate of Insurance that shows that you carry the following coverage and must submit it to the Town of Barnstable before starting plowing operations.

**Commercial General Liability:** $1,000,000 each occurrence, $2,000,000 aggregate and a $2,000,000 products completed operations aggregate, naming as an additional insured the “Town of Barnstable including it officials and employees”.

**Workers Compensation and Employees Liability Coverage:** with statutory limits per Massachusetts General Laws without regard to jurisdiction.

**Commercial Auto Liability:** $1,000,000 per accident.

**Description of Operations:** The Town of Barnstable added as an additional insured for both Commercial General Liability and Automobile Liability coverage with respects to snow plowing and salting operations performed for the Town.

Every Contractor shall obtain and maintain at their own expense these policies from financially responsible and qualified companies which are authorized to do business in the State of Massachusetts (and rated at least A- or better by AM Best) covering all operations in this agreement whether performed by the contractor or by sub contractor(s) No policy of insurance or coverages shall be changed or terminated until at least thirty (30) days prior written notice thereof has been given to the Town of Barnstable. In the absence of completed polices, insurance binders are acceptable.

Effective 9/1/2014 Town of Barnstable DWA
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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

2 Business name/dissolved entity name, if different from above.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/solo proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

Requestor’s name and address (optional)

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

| 1 | 2 | 3 | 4 |

OR

Employer identification number

| 1 | 2 | 3 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here

Signature of U.S. person

Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-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, later.
 ACORD®

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT

TAX

INSURER B: XXXXXX

INSURER D: XXXXXX

INSURER F: XXXXXX

PHONE

E-MAIL

ADDRESS

INSURER A: XXXXXX

INSURER C: XXXXXX

INSURER E: XXXXXX

N/A

INSURED

THIS IS A SAMPLE COPY. THIS IS MANDATORY
MAKE SURE ALL MARKED AREAS ARE FILLED
OUT BY YOUR INSURANCE AGENT/COMPANY
THANK YOU.

COVERAGE

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURED NAME</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>XXXXXX</td>
<td>GENERAL LIABILITY</td>
<td>$1,000,000</td>
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<tr>
<td>XXXXXX</td>
<td>AUTOMOBILE LIABILITY</td>
<td>$1,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Town of Barnstable is additional insured with respect to General Liability and Commercial Auto with respect to Snow Plowing and Sanding operations performed for the Town of Barnstable (Vehicle info)

CERTIFICATE HOLDER

Town of Barnstable
Hyannis, MA 02601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/05) 1 of 1 The ACORD name and logo are registered marks of ACORD

#5216001/M216796

LS1
Town of Barnstable
Department of Public Works
Snow & Ice Control

Contractors Application

Firm or Owner (print): ____________________________

(Legal name for payment purposes)

Taxpayer Identification #: ________________________ Fill out attached W-9 Form

Submit payment to: ________________________________

(mailing address)

________________________________________________

Email Address for notification and pre-staging of equipment ________________________________

Telephone #s: 1. ____________________ 2. ____________________ 3. ____________________

4. ____________________ 5. ____________________ 6. ____________________

Place numbers in the order to be called. Most call-outs occur between 9:00 PM and 3:00 AM. Note: H-Home, B-Business, C-Cellular, P-Pager, O-Other

EQUIPMENT DESCRIPTION

New and Returning Contractors’ MUST fill out the below equipment description table. Please provide as much detail as possible as this could affect the overall compensation rate. Failure to do so, can lead to the incorrect rate assignment for the equipment or denial of the application.

We are in need of small compact utility loaders (i.e. Dingo)

<table>
<thead>
<tr>
<th>EQUIPMENT TYPE (MAKE/MODEL)</th>
<th>PLOW SIZE (FT)</th>
<th>BUCKET SIZE (YDS)</th>
<th>SPREADER SIZE (YDS)</th>
<th>ATTACHMENTS (SIZE/WIDTH)</th>
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Equipment Table, Continued if Necessary

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<tr>
<th>EQUIPMENT TYPE (MAKE/MODEL)</th>
<th>PLOW SIZE (FT)</th>
<th>BUCKET SIZE (YDS)</th>
<th>SANDER SIZE (YDS)</th>
<th>ATTACHMENTS (SIZE/WIDTH)</th>
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## APPENDIX A.
### FY19 SNOW AND ICE RATE SHEET

<table>
<thead>
<tr>
<th>Vehicles</th>
<th>Hourly Rate</th>
<th>Early Rate Incentive</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4 to 1 Ton, 4x4, Truck with 8 Foot Plow</td>
<td>$79.00</td>
<td>$5.50</td>
<td>$84.50</td>
</tr>
<tr>
<td>3/4 to 1 Ton, 4x4, Truck with 9 Foot Plow</td>
<td>$84.00</td>
<td>$5.50</td>
<td>$89.50</td>
</tr>
<tr>
<td>1.5 Ton, 4x4, Truck with 9 Foot Plow</td>
<td>$90.00</td>
<td>$5.50</td>
<td>$95.50</td>
</tr>
<tr>
<td>1.5 Ton, 4x4, Truck with 10 Foot Plow</td>
<td>$95.00</td>
<td>$5.50</td>
<td>$100.50</td>
</tr>
<tr>
<td>6-Wheel Truck with 10 Foot Plow</td>
<td>$114.50</td>
<td>$5.50</td>
<td>$120.00</td>
</tr>
<tr>
<td>6-Wheel Truck with 11 Foot Plow</td>
<td>$118.50</td>
<td>$5.50</td>
<td>$124.00</td>
</tr>
<tr>
<td>10-Wheel Truck with 11 Foot Plow</td>
<td>$123.00</td>
<td>$5.50</td>
<td>$128.50</td>
</tr>
<tr>
<td>10-Wheel Truck with 12 Foot Plow</td>
<td>$128.00</td>
<td>$5.50</td>
<td>$133.50</td>
</tr>
<tr>
<td>Snow Removal - 6-Wheel Dump 6-8 Yds</td>
<td>$75.00</td>
<td>$0.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Snow Removal - 10-Wheel Dump 10-14 Yds</td>
<td>$85.00</td>
<td>$0.00</td>
<td>$85.00</td>
</tr>
<tr>
<td>Snow Removal - 18-Wheel Dump Trailer</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Vehicle Equipment Adder&lt;sup&gt;2&lt;/sup&gt;</th>
<th>Hourly Rate</th>
<th>Early Rate Incentive</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wing Plow 8 ft Cutting Edge, Hydraulically Controlled</td>
<td>$21.50</td>
<td>$0.00</td>
<td>$21.50</td>
</tr>
<tr>
<td>Wing Plow 9 ft Cutting Edge, Hydraulically Controlled</td>
<td>$23.50</td>
<td>$0.00</td>
<td>$23.50</td>
</tr>
<tr>
<td>Wing Plow 10 ft Cutting Edge, Hydraulically Controlled</td>
<td>$27.00</td>
<td>$0.00</td>
<td>$27.00</td>
</tr>
<tr>
<td>Wing Plow 11 ft Cutting Edge, Hydraulically Controlled</td>
<td>$35.00</td>
<td>$0.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>1.0 - 5.99 CY Spreader Body</td>
<td>$11.00</td>
<td>$0.00</td>
<td>$11.00</td>
</tr>
<tr>
<td>6.0 - 9.99 CY Spreader Body</td>
<td>$31.00</td>
<td>$0.00</td>
<td>$31.00</td>
</tr>
<tr>
<td>10 CY or Greater Spreader Body</td>
<td>$36.00</td>
<td>$0.00</td>
<td>$36.00</td>
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</table>

<table>
<thead>
<tr>
<th>Machines</th>
<th>Hourly Rate</th>
<th>Early Rate Incentive</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2.0 CY Loader with AWD</td>
<td>$83.00</td>
<td>$5.50</td>
<td>$88.50</td>
</tr>
<tr>
<td>2.0 - 3.99 CY Loader with AWD</td>
<td>$120.00</td>
<td>$5.50</td>
<td>$125.50</td>
</tr>
<tr>
<td>4.0 - 5.99 CY Loader with AWD</td>
<td>$145.00</td>
<td>$5.50</td>
<td>$150.50</td>
</tr>
<tr>
<td>Greater than 6.0 CY Loader with AWD</td>
<td>$155.00</td>
<td>$5.50</td>
<td>$160.50</td>
</tr>
<tr>
<td>2.0 - 4.0 CY Backhoe with AWD</td>
<td>$85.00</td>
<td>$5.50</td>
<td>$90.50</td>
</tr>
<tr>
<td>Skid Steer - Track</td>
<td>$90.00</td>
<td>$5.50</td>
<td>$95.50</td>
</tr>
<tr>
<td>Skid Steer - AWD</td>
<td>$85.00</td>
<td>$5.50</td>
<td>$90.50</td>
</tr>
<tr>
<td>Walk behind compact Utility loader (Dingo)</td>
<td>$65.00</td>
<td>$5.50</td>
<td>$70.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Machine Equipment Adder&lt;sup&gt;2&lt;/sup&gt;</th>
<th>Hourly Rate</th>
<th>Early Rate Incentive</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plow Blade Attachment</td>
<td>$12.00</td>
<td>$0.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>Snow Blower Attachment</td>
<td>$15.00</td>
<td>$0.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Box Plow Attachment</td>
<td>$12.00</td>
<td>$0.00</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

**Notes:**
1. All required paperwork, properly submitted, by November 20th
2. The DPW has the final say as to which pieces of additional equipment will be accepted
Statement of Understanding

I certify that I have read, fully understand, and hereby agree to comply fully with the "Contractor's Snow and Ice Control Manual", and the attached sheet titled "FY2020 Snow and Ice Insurance Coverage Requirements" and dated 9/1/2014, during the performance of my assigned duties as required during various times from November 15, 2020 thru April 15, 2021, for the considerations shown on the Snow and Ice Contractor's Rate.

By signing this contract I also agree to indemnify, defend and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of myself, my subcontractors, my agents, or my employees during the term or any extension of the resultant agreement. In addition, in the case of any action or actions or other legal proceedings brought or instituted against the Town of Barnstable on account of any such claims, I shall indemnify and hold harmless the Town of Barnstable. However, should the claim be due to the negligence of the Town of Barnstable and/or its employees, I shall be held harmless, provided that nothing contained herein or elsewhere in this agreement constitutes an express or implied waiver of the Town of Barnstable's limited liability.

Contractor's Signature

Date:
TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S SNOW AND ICE CONTROL MANUAL
1.0 MISSION
During a Snow and Ice event, the Department of Public Works (DPW) is responsible for treating roads and removing the accumulated snow and ice from the town, county, and most private roads; municipal parking areas; and some sidewalks/bike paths as rapidly and efficiently as possible. The safety and mobility of the community is of the utmost importance. The DPW utilizes its own workforce and equipment, and contractor employees and equipment, to accomplish this task.

2.0 DEFINITION OF TERMS
Main Roads – A class of roads as defined by the DPW that requires larger plows and equipment. These roads tend to be wider, straighter, and have more traffic on them.

Secondary Roads – A class of roads as defined by the DPW that requires smaller plows and equipment. These roads tend to be narrower, curvy, and have less traffic on them.

Snow Plowing – to clear/remove snow via truck or machine from roads, parking areas, and sidewalks.

Snow Removal – to remove accumulated snow via mechanical means (loader/conveyor/blower into a truck) from DPW designated areas and trucking it to a separate DPW designated area.

Spreading – to evenly apply salt, sand, liquid de-icing chemicals, a mix of the same, or other substances directed by the DPW by mechanical means to roads, parking areas, and sidewalks.

3.0 SCOPE OF WORK
A. Snow Plowing – plowing shall be conducted in DPW defined predetermined routes to the following standards:
   a. All roads, parking areas, and sidewalks (both paved and unpaved) shall be cleared to their full width.
b. All paved areas shall be free from any loose accumulation of snow. Plows or buckets will be lowered/angled to their fullest extent to create a scraping effect by the steel plow/bucket edge on the pavement during plowing operations. “Shoes” or other devices used to keep the plow’s or bucket’s edge above the paved surface are not allowed unless written permission from the D.P.W. is granted for certain situations i.e. road surface conditions, route assignments for the present contact snow and ice season only. Snow blowers are allowed to have “shoes”, but with no more than 1-2 inches of clearance between the bottom of the intake chute and the top of the pavement.

c. All unpaved areas shall be cleared by leaving the plow in a slightly raised position to avoid damage to the unpaved surface.

d. All intersections/corners shall be pushed back to their fullest extent possible, as defined by DPW inspectors.

e. All sidewalk routes must have clear access from snow being piled up around obstacle’s i.e. telephone poles, walls, support cables etc. If a machine cannot clear the sidewalk around these obstacles, it is up to the contractor to remove the snow by other means such as walk behind snow blowers, shoveling etc...

B. Spreading - spreading shall be conducted in DPW defined predetermined routes to the following standards:

a. Spreading shall be conducted with DPW calibrated equipment.

b. Spreading shall be at a rate prescribed by the DPW. All materials will be applied at the proper rates to ensure adequate material was applied, while avoiding over-applying material.

c. There shall be an even application of the DPW prescribed materials to no less than within one foot of the edges of the road/sidewalk/parking lot. The Contractor will refrain from applying material outside of the limits of the road/sidewalk/parking lot.

d. Intersections, curves, round-a-bouts, traffic circles, etc. and their approaches will require special attention to assure proper material applications

C. Snow Removal – snow removal will only be required upon the DPW’s request. When requested, snow removal will be conducted to the following standards:

a. Snow and its associated banks/drifts shall be completely removed from the full extent of designated roads (including associated parking stalls) and sidewalks.
4.0 EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

A. All equipment is required to be in good operating condition, and kept that way throughout the Snow and Ice Season. The DPW may require vehicle and equipment inspection to determine mechanical conditions of equipment. The DPW’s judgment as to the condition of the units shall be final, conclusive and binding.

B. All equipment must meet the requirements of the Registry of Motor Vehicles, Commonwealth of Massachusetts, for the type of equipment and Snow and Ice class route being applied for.

C. All equipment must arrive at its specified meet point filled with fuel, in good working condition, and with all reimbursable accessories functioning properly. The DPW reserves the right to alter rates based on changed conditions.

D. Communications Equipment - all contracted equipment must have an operable, reliable communication system.
   a. Each of the contractor’s operators shall have cellular phones to be able to communicate with the DPW inspectors/Emergency Response Center.
   b. Contractors supplying multi pieces of plowing/spreading equipment will need a communication device for each piece of equipment.

E. Plow Trucks/Machines – plow trucks and machines will have the following requirements:
   a. Smaller trucks (1.5 ton or 5,500 and less) require Four wheel Drive
   b. Machines (loaders, skid steers, snow blowers, etc.) – Contractors should note that machines can be used for plowing operations on roads in certain situations.

F. Spreading Equipment - spreading equipment will have the following requirements:
   a. The spreader must be able to be calibrated by DPW personnel, and capable of applying approximately 250-300 pounds of material per lane mile
   b. The spreader shall have in cab operator metered controls for both its spinner and conveyor that can be adjusted by the operator while underway.
   c. Spreader’s capacity shall be appropriate for the size of the truck/route it serves as determined by DPW personnel

5.0 SAFETY REQUIREMENTS
A. The Federal Highway Administration has regulations that require employers with drivers of commercial vehicles to have an alcohol and drug-testing program in place. The specific provisions of the regulations are highly detailed and legally complex. The DPW strongly urges you to review the regulations, which are cited as 49 CFR, part 382. (www.fmcsa.dot.gov/rulesregs/fmcsr/regs/382.htm).

B. No Operator will be allowed to operate a vehicle or piece of equipment longer than 24 hours without a rest period. Contractors should make sure additional operators are available, or risk the vehicle being parked for a minimum of 6 hours while the Operator rests.

C. Any contractor’s operator who must exit or work outside their vehicle for any reason while being employee by the Town of Barnstable is required to wear a reflectorized ANSI Class II safety vest, or ANSI Class II outer clothing.

D. All vehicles/machines shall comply with applicable Federal and State safety requirements.

6.0 GLOBAL POSITIONING SYSTEM (GPS)

A. The DPW will issue GPS equipment (portable) to a Contractor. The GPS system will be utilized as a way to track vehicle location, manage the snow and ice events, and increase safety.

B. The contractor will be required to have the portable GPS unit in the vehicle that is contracted by the Town at all times during a snow and ice operation, regardless of vehicle operator.

C. If the contractor swaps vehicle during a storm due to breakdown, etc., the GPS unit will go with the new vehicle that is now working for the Town.

D. If at any time, for reasons other than GPS unit failure, the contractor’s vehicle(s) are not able to be tracked by the DPW, or not in their assigned route(s) (unless permission has been granted by their inspector) then the inspector will be notified to log that contractor’s vehicle out, and the contractor will not be compensated for the period of time that the vehicle is out of the route or not tracked.
E. Upon the issuance of said GPS Equipment, the DPW shall further provide, under separate agreement to the Contractor the terms and conditions on the operational use and maintenance responsibility for said GPS equipment.
7.0 OBLIGATIONS OF DPW TO CONTRACTOR

A. The DPW will assign routes to the successful contractors. All assignments will be effective for the length of the Snow and Ice Season. However, the DPW reserves the right to reassign routes/contractors for reasons that include, but are not limited to, the following:
   a. The operational needs of the Town.
   b. The DPW cannot reach the contractor in a timely way for whatever reason.
   c. The contractor’s equipment is not available or becomes disabled during the operation.
   d. The DPW determines that the contractor is not making adequate progress during the operation.
   e. The DPW determines the Contractor has left their route without permission from their inspector.
   f. The DPW determines that the storm is of such intensity that additional equipment is required to maintain the route.
   g. The DPW determines that the Contractor’s operator needs to stop and rest.
   h. The DPW determines that the route requires miscellaneous work during the operation or after the operation is completed by the contractor.
   i. The DPW determines that the storm is minimal and can be handled by Town employees.
   j. It is the DPW’s opinion that is final and binding in these matters.

B. The DPW will provide road maps and route descriptions to allow for the orderly completion of the Snow and Ice removal or treatment.

C. The DPW will assign inspectors to assist the contractors and to insure the timely and satisfactory completion of the routes. The DPW Inspectors are the final arbiters regarding if the work is of adequate quality and has been properly completed.

D. The DPW will supply ballast (salt and sand) to contractors as required. The vehicle's body must be clean of all other materials before ballast is loaded. Ballast shall be
returned to the DPW when plowing has been completed. Failure to return ballast shall result in a charge to contractors.

E. The DPW will be the official timekeeper for all Snow and Ice removal activities. It is the responsibility of the contractor to finalize his/her time with their inspector at the conclusion of the snow and ice event.

F. The DPW will process and tabulate all "Snow and Ice Work Orders" for each individual contractor and route. The work orders will be processed as soon after the activity as possible. All Snow and Ice inspector time sheets shall be final, conclusive and binding. Payments will be processed and mailed to the contractors within a 30 day period after the completion of the work orders.

G. The DPW will try to leave assigned contractors in their assigned routes for the entire season. However, the DPW reserves the right to reassign routes/contractors for reasons that include, but are not limited to, the following:

a. The operational needs of the Town.

b. The DPW cannot reach the contractor in a timely way for whatever reason.

c. The contractor's equipment is not available or becomes disabled during the operation.

d. The DPW determines that the contractor is not making adequate progress during the operation.

e. The DPW determines the Contractor has left their route without permission from their inspector.

f. The DPW determines that the storm is of such intensity that additional equipment is required to maintain the route.

g. The DPW determines that the Contractor's operator needs to stop and rest.

h. The DPW determines that the route requires miscellaneous work during the operation or after the operation is completed by the contractor.

i. The DPW determines that the storm is minimal and can be handled by Town employees.

j. It is the DPW's opinion that is final and binding in these matters.
8.0 OBLIGATIONS OF CONTRACTOR TO TOWN.

A. The Contractor agrees to be available for Snow and Ice operations, 24 hours a day, throughout the length of the Snow and Ice season as outlined in the contract November 15th to April 15th. Failure to comply with these guidelines could result in termination of the contract and not being invited back for the following season.

B. The contractor must be able to begin his/her assigned route within 1 hour of being contacted by the DPW.

C. The contractor agrees to provide the required equipment, necessary repairs, fuel and operators to satisfactorily complete the assigned routes from November 15, 2019 to April 15, 2020.

D. The contractor agrees NOT TO perform Snow and Ice removal for another person, municipality, entity, or business until being released from his/her assigned route per the DPW.

E. The Contractor agrees to accept the hourly rates that have been established by the DPW.

F. It is the responsibility of the contractor to notify the town when not available for plowing for any reason. Failure to do so may result in loss of plow route and the end of season stipend.

G. The contractor must show by past performance that he/she is capable of performing Snow and Ice removal of this magnitude.

H. The contractor is responsible for their assigned route and agrees not to sublet or assign his/her route in whole or in part.

I. The Contractor shall have adequate operators available such that no one operator will be operating the truck/machine for longer that 24-hours. If the DPW finds that an operator has been operating the equipment for over 24 hours, the DPW reserves the right to force that operator to park the equipment and rest. The Contractor will not be compensated for this time if the equipment is parked.

J. The contractor shall be responsible for damages they cause during an event. The contractor shall indemnify, defend and hold harmless the Town and their agents and employees against all suits, claims or liability of every name and nature and from all claims for things which the contractor is required to do under this contract and for or on account of any injuries to persons or damage to property or nuisances or trespasses, and
specifically including death and consequential damages, arising out of or in consequence of the acts of the contractor in the performance of the work covered by the contract or failure to comply with the terms and conditions of the contract, whether by the contractor or his agents, employees and whether or not such claims, demands, suits, or proceedings are just, unjust, groundless, false or fraudulent and the contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings. This section shall apply to all operations by the contractor in connection with Snow and Ice removal.

K. The Contractor will return all ballast to the DPW after completing the Snow and Ice operation. The Contractor shall ensure that the their truck is completely empty prior to receiving ballast, and that the ballast is kept clean and free of foreign material that may damage sanding equipment. Failure to return ballast shall result in charge to contractor.

L. The contractor’s operators must have a cell phone at all times during an event to be able to communicate with the DPW Inspectors and the ERC.

M. The Contractor will obey all traffic regulations, laws, rules of the road and requirements of this policy at all times during a snowplowing event.

N. The Contractor must have a valid license (drivers, hoisting, etc.), without restriction, for the vehicle/equipment they are operating during a snow and ice event.

O. The Contractor shall immediately notify the Department of any damage that he/she caused to public or private property during a snowplowing event, and complete the required forms.

P. The Contractor or his/her operator must be able to communicate and receive oral instructions effectively with his/her inspector. Failure to be able to communicate effectively may result in the termination of the contract.

Q. The Contractor agrees to have the assigned GPS Unit installed or plugged in in his/her equipment at all times during the snow and ice event. If at any time the contractor knows the unit is longer connected or unplugged, they must notify their inspector immediately.

9.0 COMPENSATION

A. Rate of compensation is defined by the table included in Attachment A.
B. The DPW, at their sole discretion, will notify, by telephone, contractors who are required for each Snow and Ice operation. Payment for the operation will begin when the inspector logs them in at the “meet point”, and will cease when the route has been completed to the satisfaction of the DPW inspector and they release the contractor.  
C. The DPW will guarantee a minimum of 4 hours of compensation to contractors called for Snow and Ice operations. Contractors who are recalled to their routes to complete unsatisfactory work will not receive the guaranteed minimum compensation for the recall.

10.0 INSURANCE
A. As insurance requirements change periodically, please refer to the DPW packet for the most up to date requirements.
B. Contractors who employ other persons to operate their equipment must maintain Workman's Compensation Insurance for those employees.

11.0 HIRING AND TERMINATION
A. The DPW will choose the most experienced, well-equipped, contractors who are interested in providing quality Snow and Ice Control.
B. All contractors who offer to provide Snow and Ice control will receive fair and equitable treatment.
C. Contractors who perform successfully during the previous winter season will be given preference over new contractors, and will be given first pick of routes.
D. If the services of the contractor are for any reason deemed unsatisfactory, the DPW will notify the contractor. If mutually agreeable arrangements cannot be achieved, the contractor will be terminated.