



TOWN OF NORTH ATTLEBOROUGH, MASSACHUSETTS BOARD OF PUBLIC WORKS

MICHAEL S. THOMPSON, CHAIRMAN
DONALD CERRONE, VICE CHAIRMAN
ANTHONY RINALDI JR., MEMBER
ERIC ROBBINS, MEMBER

49 Whiting Street, North Attleborough, MA
Telephone: (508) 695-9621
Fax: (508) 643-0568

MARK L. HOLLOWELL, DIRECTOR

www.north-attleboro.ma.us

SNOW & ICE CONTROL OPERATIONS WINTER SEASON 2022-2023

The Department of Public Works requests applications from contractors and individuals with snow removal equipment who wish to be considered in our snow plowing operations program. Applications may be obtained at the Department of Public Works, 49 Whiting Street, North Attleborough, MA, Monday through Thursday, between the hours of 8:00a.m. and 4:00p.m. and can also be mailed to interested parties by calling the Department of Public Works office at (508) 695-9621.

Applications will be accepted by mail, fax (508-643-0568) or may be hand delivered to the Department of Public Works, 49 Whiting Street, North Attleborough, MA.

The Town reserves the right to reject any or all applications or to accept an application deemed to be in the best interest of the Town of North Attleborough.

First considerations will be to applicants who have successfully provided snow and ice removal services for the Town in the past.

All Rates shall be hourly rates, based on determined vehicle classification. Contractor is responsible for providing the operator, hydraulic oil, lubricants, fuel, plow, plow frame, pump and accessories needed to provide complete service.

Each Application shall include the following:

1. Fully Completed DPW Snowplow Operations Application (attached)
2. Photocopy of Drivers License of Each Operator
3. Photocopy of Each Vehicle Registration
4. Insurance Certificate listing coverage for Snow Plowing Operations
5. A copy of Worker's Compensation as required by law and a State Workers' Compensation Insurance Affidavit.

Applications may be rejected if any of the required information is missing or out of date.

2022-2023 SNOW & ICE CONTRACTOR APPLICATION



**TOWN OF NORTH ATTLEBOROUGH, MASSACHUSETTS
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APPLICATION

**SNOW & ICE CONTROL OPERATIONS
WINTER SEASON 2022-2023**

This Application, made this _____ day of _____, _____, by and between the Town of North Attleborough, Massachusetts, through its Department of Public Works(DPW), hereinafter called TOWN, and

Name:

(Individual or Firm Name)

Address:

(Street Address and/or P.O. Box)

(TOWN, State and Zip Code)

Telephone: (_____) _____

hereinafter called CONTRACTOR, is for the purpose of securing for the TOWN contract services and equipment rental for snow and ice control, including, but not limited to, sanding, salting, plowing, removal, hauling and/or disposal of snow and ice on/from TOWN streets (public and/or private ways), sidewalks and other TOWN properties, for a term commencing on the date of this Agreement and continuing through April 30, 2023.

In consideration of mutual promises between the parties and for other valuable considerations, it is agreed that (the "Agreement"):

1. The TOWN hereby agrees to hire the equipment described and listed in APPENDIX "A"-CONTRACTOR EQUIPMENT FORM SUMMARY-PRIMARY, hereby incorporated into and made a part of this Agreement. CONTRACTOR acknowledges and warrants that he is a self-employed independent contractor and is solely responsible for providing equipment and personnel for snow removal purposes. Maintenance, insurance, and operation of equipment as well as payment, supervision, and insurance of vehicle operators shall be at the CONTRACTOR's sole expense and responsibility including without limitation compliance with the terms of this Agreement.
2. The TOWN agrees to pay for the use of said equipment listed as PRIMARY at the rates shown in APPENDIX "B"- RATES 2022-2023, hereby incorporated into and made a part of this Agreement, or to pay other rates as negotiated and set forth in APPENDIX "A"-CONTRACTOR EQUIPMENT FORM SUMMARY-ALTERNATIVE, also hereby incorporated into and made a part of this Agreement.
3. The CONTRACTOR agrees that the use of the equipment hired under this Agreement shall be devoted for the benefit of the TOWN for the full term of this Agreement, and the use and control of said equipment shall be as directed by the TOWN's DPW Director or his/her designated representatives.
4. The CONTRACTOR warrants that the equipment hired under this Agreement is in first class condition and fit for its intended use, and shall be kept in such condition and fitness for the term of this Agreement. To that end, the TOWN shall have the right to inspect said equipment prior to entering into this Agreement and at any time during the term of this Agreement. The decision(s) of the TOWN's DPW Director or his/her designated representatives as to the suitable condition and fitness of any equipment shall be final. The CONTRACTOR hereby acknowledges and agrees that equipment hired under this Agreement shall comply with the requirements of APPENDIX "C"- EQUIPMENT SPECIFICATIONS, hereby incorporated into and made a part of this Agreement.
5. The CONTRACTOR agrees that the equipment hired under this Agreement shall be legally commercially registered in Massachusetts, and that such commercial registration shall be kept current during the term of this Agreement. The CONTRACTOR further agrees and warrants that each of the operators shall have a valid and current Operators License for the equipment he or she will operate, and that such licenses shall be kept current during the term of this Agreement. The CONTRACTOR hereby acknowledges and agrees to comply with the requirements of APPENDIX "D"-EQUIPMENT REGISTRATION/OPERATORS LICENSES, hereby incorporated into and made a part of this Agreement.
6. The CONTRACTOR agrees that the equipment hired under this Agreement shall be legally owned by the Contractor. Contractors shall not sublet vehicles without prior approval of the Town. Contractors shall provide proof of ownership of vehicles and the name and license of the driver of each proposed vehicle.
7. The CONTRACTOR shall indemnify, defend and hold the TOWN harmless from any and all claims, demands, liabilities, causes of action, costs and expenses (including attorneys' fees), losses, damages or injuries incurred by or as a result of CONTRACTOR's breach of this Agreement, the operation of CONTRACTOR's equipment, or the conduct of CONTRACTOR, its

operators, agents or employees. The provisions of this paragraph 7 shall survive the expiration or termination of this Agreement.

8. The CONTRACTOR agrees to obtain and maintain in full force and effect while providing services to the Town insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town, in full conformance with the requirements of APPENDIX "E"- INSURANCE REQUIREMENTS, hereby incorporated into and made a part of this Agreement.

9. The CONTRACTOR agrees that the work under this agreement shall be performed in a proper manner, which shall be no less than that degree of care, attention and skill ordinarily exercised by similarly situated contractors, in scope, difficulty and location, and satisfactory to the TOWN's DPW Director or his/her designated representatives. Without limiting the foregoing, the CONTRACTOR further agrees to comply with the requirements of

APPENDIX "F"-SNOW AND ICE OPERATIONS PROCEDURES AND SPECIFICATIONS REQUIREMENTS hereby incorporated into and made a part of this Agreement.

10. In the event the equipment being used by the CONTRACTOR under this Agreement suffers a breakdown or fails at any time to meet the approval of the TOWN's Highway Superintendent or designee, he shall have the right to order such equipment off the job.

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

12. THREE INCH CALL OUT STANDARD: In most storms, the TOWN and CONTRACTORS will begin to plow when the snow is still falling and has reached three (3) inches in accumulation. This is not to be construed as a specific starting time, but will be used as the general standard in suspending sanding operations and calling in TOWN employees and CONTRACTORS during the winter months. The expectation is when the weather forecaster predicts snow accumulation in excess of three (3) inches, CONTRACTORS shall be aware and expect to be called. The Town will, as forecasting allows, try to notify CONTRACTORS in advance of any expected start time, prior to the storm event.

13. This Agreement may be terminated upon one (1) day's notice by the TOWN to the CONTRACTOR, and will in no case continue for any stated period other than the term set forth in this Agreement. Grounds for such termination by the TOWN are set forth, but not limited to, those identified in APPENDIX "G"-RIGHTS OF THE TOWN, hereby incorporated into and made a part of this Agreement.

14. Payment shall be made in accordance with the provisions of the TOWN Charter relating to the payment of municipal obligations. This Agreement is subject to appropriation and is subject to and governed by M.G.L. Chapter 44. APPENDIX "H"-PAYMENT/BILLING POLICIES AND PROCEDURES, hereby incorporated into and made a part of this Agreement, addresses payment policies and procedures. The compensation provided by this Agreement is subject to the availability and appropriation of funds.

15. APPENDIX "I"- TOWN OF NORTH ATTLEBOROUGH SNOW & ICE CONTROL SERVICES APPLICATION, hereby incorporated into and made a part of this Agreement, shall be completed by the CONTRACTOR.
16. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
17. CONTRACTOR shall comply with all federal, state and local laws, rules, regulations and orders applicable to the work provided, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
18. This Agreement shall be governed by, construed and enforced in accordance with the laws of The Commonwealth of Massachusetts and CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. 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.
20. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

Contractor, by its authorized representative

Accepted by the Town of North Attleborough

 Name:
 Title

 Name:
 Title

APPENDIX "A"

CONTRACTOR EQUIPMENT FORM SUMMARY

YEAR, MAKE and MODEL	TYPE (Describe Fully, pickup, 6 wheel dump, loader etc.) (Include Plow Type and Size)		Rate											
	Primary	Alternative												

APPENDIX "B"
SNOW and ICE CONTRACTOR RATES 2022-2023

Equipment Type	Snow Plowing Description	Hourly Rates	Early Sign-Up Rate
3/4 TON 4-WD PICKUP	4WD PICKUP-POWER ANGLE PLOW (MIN. 8 FOOT)	\$95.00	\$100.00
1 TON W/8' PLOW	1-TON DUMP-POWER ANGLE PLOW (MIN. 9 FOOT)	\$115.00	\$120.00
6 WHL SMALL	6 WHEELERS UNDER 25,800GVW-POWER ANGLE PLOW (MIN. 9 FT)	\$125.00	\$130.00
6 WHL LG	6 WHEELERS GREATER 25,800GVW-POWER ANGLE PLOW (MIN.10 FT)	\$135.00	\$140.00
10 WHL DUMP	10 WHEELERS/TRI-AXLE-POWER ANGLE PLOW (MIN. 10 FOOT)	\$145.00	\$150.00
BACKHOE	BACKHOE-POWER ANGLE PLOW (MIN. 10 FOOT)	\$145.00	\$150.00
SMALL LOADER	UP TO 3 YDS., POWER ANGLE PLOW (MIN. 10 FOOT)	\$155.00	\$160.00
LARGE LOADER	3 YDS OR GREATER, POWER ANGLE PLOW (MIN. 11 FOOT)	\$185.00	\$190.00
SKID STEER	50" (or less) WITH BLOWER for SIDEWALKS	\$85.00	\$90.00
PUSHER, ADD'L EQUIP	Wing Plow, 14' (or greater) plow/Pusher, or Blower for Skid Steer	\$40.00	\$45.00
Operator Only	Licensed Class B or CDL Operator (as needed)	\$35.00	\$35.00
Equipment Type	Sanding Description (Town Supplied Sand)	Hourly Rates	
6 WHL SANDER & PLOW	6 WHEEL DUMP WITH SPREADER BODY (IF USED BY TOWN)	\$170.00	-
Equipment Type	Snow Removal Description	Hourly Rates	
HAULING TRAILER DUMP		\$125.00	-
HAULING TRI AXLE		\$115.00	-
HAULING 6 WHL	6 WHEELERS GREATER 25,800GVW	\$90.00	-
HAULING 10 WHL		\$100.00	-
SMALL LOADER	UP TO 3 YDS	\$120.00	-
LARGE LOADER	OVER 3 YDS.	\$170.00	-
DOZER	D-8 MIN	\$180.00	-
SKID LOADER		\$90.00	-

Early Sign-up Incentive Rate:

To qualify for Early Sign-Up Incentive Rate, all information must be completed and submitted by November 1, 2022 for all vehicles and equipment. All equipment is subject to approval of the TOWN.

APPENDIX B
(Continued)

Perfect Attendance Stipend:

The Town will pay an additional \$500.00 for each piece of equipment that responds to all call-outs events per Appendix F. Vehicles and Equipment must be registered, insured and available from the time the first called event takes place (after November 15th). Vehicles that repeatedly breakdown during storms may be disqualified from obtaining a perfect attendance bonus, per the discretion of the Director of Public Works. If there are no call-outs, the contractor shall be paid under the minimum compensation Amount, below.

***Minimum Compensation Amount:

The Contractor shall be guaranteed to be paid no less than **\$2,000.00** per piece of equipment for the duration of the snow and ice season, provided the Contractor has performed in accordance with all of the provisions of this contract throughout the entire snow season and has not failed to respond to any snow and ice event call-outs. If the Contractor receives more than **\$2,000.00** from snow and ice operations within the snow and ice season, the Minimum Compensation Amount shall be considered met. The Minimum Compensation Amount will be paid to qualified Contractor the first week in May of 2023. Contractor is solely responsible for payment of its operators, contractors and employees.

APPENDIX "C"

EQUIPMENT SPECIFICATIONS

The equipment furnished under the Agreement shall be in accordance with the TOWN's specifications for its type and intended use and shall fully comply with any and all applicable Motor Vehicle Laws of the State of Massachusetts. All vehicles must be registered and insured. No dealer or farm plates.

Prior to award of contracts, each vehicle, with plow, shall be inspected by the North Attleborough Fleet Maintenance Division's Chief Mechanic. Inspections shall be arranged by the Highway Division and shall be performed at the Highway Garage, 240 Smith Street, between the hours of 7:00 am and 3:00 pm, Monday through Thursday. Please contact Fleet Maintenance at 508-643-9088 to schedule an appointment. The TOWN reserves the right to reject any proposed bid if the vehicle does not meet the TOWN's inspection requirements. All equipment shall be in excellent condition, smooth running at operating levels, clean inside, outside and under the hood, with evidence of proper maintenance. The TOWN reserves the right to reject any equipment older than model year 1990. The TOWN further reserves the right to reject any piece of equipment that does not pass TOWN inspection and road tests and comply fully with these equipment specifications at any time during the term of the Agreement. All determinations of the condition and/or the suitability of equipment for use under the Agreement shall be made solely by the Director of Public Works or his/her representatives.

All vehicles/drivers must be equipped with cellular phones. Phone numbers must be provided on Contract Application, to the best of the Contractor's knowledge. Any changes in operators or cell phone numbers must be reported to the Highway Department immediately.

Contractor, its operators, contractors and employees are expected to have their equipment ready at the beginning of each season. The TOWN reserves the right to inspect vehicles prior to an operations event, and refuse to allow a vehicle to participate in an operation if the vehicle does not meet the inspection requirements.

If any of Contractor's, its operators', contractors' and employees' equipment breaks down while engaged in snow and ice operations for the TOWN, the Public Works may, at its discretion and with the owner's approval, assist in efforts to get the equipment back on the job. Any parts or staff time which may be used towards repairing a contractor's vehicle shall be charged back to the contractor by deducting the cost of same from any remuneration which he may receive. **NO PAYMENT WILL BE MADE TO THE CONTRACTOR FOR DOWN TIME.** The Contractor shall punch out for all time that their vehicle is inoperable beyond thirty (30) minutes.

Contractor, its operators, contractors and employees are required to have a cutting edge in good working condition as determined by the Highway Superintendent and installed on their plow at the start of the Snow and Ice Season prior to their signing in before a

APPENDIX C
(Continued)

storm. All plow cutting edges must be steel. The Town is not responsible for any vehicle damage, including cutting edge wear or damage.

It is also required that Contractor, its operators, contractors and employees report with a full tank of fuel, full reservoir of hydraulic fluid, full reservoir of windshield washer fluid, etc. Contractors are expected to bring additional supplies of fluids, oils, etc. The TOWN will not supply these items.

It is the Contractor, its operators, contractors and employees responsibility to check, and if needed replace, all bulbs and windshield wiper blades. It is recommended that new wiper blades be installed prior to the start of any average storm.

When arriving for a snow plowing operation, all equipment must be in excellent condition, prepared for work and have chains available for use if needed and as determined by the Director of Public Works or his/her representatives.

The rate for each piece of equipment shall include the CONTRACTOR providing the equipment, operator, insurance, repairs, chains, fuel, oil, lubricants and all other costs related to the operation of the equipment.

The TOWN may issue a magnetic placard and/or decal for each piece of hired equipment. These placards/decals will be numbered and identify the CONTRACTOR's, its operators, contractors and employees, equipment as TOWN-hired equipment. These placards/decals shall be affixed to all equipment as specified by the TOWN, and shall remain so-affixed at all times while the equipment is in the employ of the TOWN. Contractor, its operators, contractors and employees are responsible for any damaged or lost placards.

If a CONTRACTOR proposes to replace a previously approved vehicle, 24 hour notice is required to be given to the Highway Superintendent. Any rate change must be approved by the Highway Superintendent and the proposed equipment must be inspected by the Chief Mechanic. Vehicle alternates will not be approved post storm.

APPENDIX "D"

EQUIPMENT REGISTRATION/OPERATOR LICENSES

The CONTRACTOR, and any of its operators, contractors or employees performing under this Agreement, shall provide a photocopy to the TOWN of a current Massachusetts State Commercial Registration for each piece of equipment hired under the Agreement. Failure to keep equipment so registered will terminate the Agreement relative to that unregistered equipment.

The CONTRACTOR shall provide a photocopy to the TOWN of a current Operator's License issued by a duly authorized governmental entity for each of its operators, contractors or employees performing under this Agreement. The CONTRACTOR shall be responsible for ensuring that each operator has the appropriate license for the type and class of equipment he/she will be operating. Failure to ensure that operators' licenses are current in force and valid, and appropriate for the equipment being operated will be grounds for automatic termination of the Agreement.

CONTRACTOR is hereby advised that the Federal Highway Administration has recently passed regulations requiring an alcohol and drug testing program. The regulations require employers with 50 or more drivers of commercial vehicles to institute the program by January 1, 1995. Those employers with fewer than 50 drivers must institute the program by January 1, 1996. The specific provisions of the regulations are highly detailed and legally complex. The TOWN strongly urges you to review the regulations which are cited as 49 Code of Federal Regulations Part 382.

All equipment shall have Commercial registration and tags!

APPENDIX "E"

INSURANCE REQUIREMENTS

Prior to execution of the Agreement, and within ten (10) days of any policy renewal, the CONTRACTOR shall furnish the TOWN with a Certificate(s) of Insurance, issued by a company satisfactory to the TOWN, specifying the types and limits of insurance required herein. Insurance coverage shall be required for the entire term of the Agreement.

Successful Contractors shall provide a Certificate of Insurance listing the Town of North Attleborough as additional insured and noting that coverage is Snow Plowing Operations and a State Workers' Compensation Insurance Affidavit.

The minimum amount of insurance is as follows:

Automobile Liability	Bodily Injury per Person	\$250,000
	Bodily Injury per Accident	\$500,000
	Property Damage per Accident	\$100,000
Worker's Compensation (per M.G.L. see below)	Massachusetts Statutory Limits Employers Liability	100/500/100

General Liability requirement of \$1,000,000 per occurrence \$2,000,000 general aggregate is required. Coverage shall be written on an occurrence form and shall include but not be limited to premises/operations, products/completed operations, personal and advertising liability medical payments, blanket contractual liability, explosion, collapse and underground exposures.

All employers in Massachusetts are required to carry Workers' Compensation insurance covering their employees, including themselves if they are an employee of their company. This requirement applies regardless of the number of hours worked in any given week, except that domestic service employees must work a minimum of 16 hours per week in order to require coverage.

Members of a Limited Liability Company (LLC), partners of a Limited Liability Partnership (LLP), and partnerships or sole proprietors of an unincorporated business are not required to carry workers' compensation insurance for themselves. However, such members, partners and sole proprietors may now choose to purchase Workers' Compensation insurance coverage for themselves. To obtain coverage, the member or partner should contact an insurance broker and request to purchase a policy. Please be advised that optional coverage applies ONLY to such members, partners or sole proprietors. Any employee of such an entity, who is not a member or partner in the business, MUST be covered by Workers' Compensation insurance.

Said coverages shall be provided for all equipment, operators, contractors and employees included in the Agreement.

The TOWN agrees to be responsible for repairs of any incidental damage to curbing, mailboxes, fences, lawns etc. that are damaged by the CONTRACTOR in regular performance of plowing and removal operations, aside from any vehicle, property or pedestrian accident covered under the Contractor's required insurance.

The CONTRACTOR agrees to be responsible for the repair or replacement for any damages done if there is determined to be deliberate negligence with his/her equipment to any lawn, fence, or any other public or personal property damage as a result of operation of his/her equipment under the Agreement. Such repair or replacement shall be done to the satisfaction of the TOWN.

Certificates of Insurance must name the Town of North Attleborough, Massachusetts as an additional insured and provide the Town at least thirty (30) days' prior written notice of cancellation, termination or modification thereof.

APPENDIX "F"

SNOW AND ICE OPERATIONS PROCEDURES AND SPECIFICATIONS

The TOWN of North Attleborough, Board of Public Works requires all Snowplow Contractors to conform to the Department's policies regarding snow operations.

All contractors are required to report to Highway Garage within one hour from the time of call. Repeated failure of the contractor to report within one hour after the initial call may result in the contractor being removed from the contractor list.

All vehicles/drivers must be equipped with cellular phones. Phone numbers must be provided on Contract Application, to the best of the Contractor's knowledge. Any changes in operators or cell phone numbers must be reported to the Highway Department immediately.

All Contractors must first report to the Highway Foreman. A timecard will be issued to each of the Contractor, its operators, contractors and employees, and a route shall be assigned. Such person(s) shall punch in the timecard at the beginning of a storm and punch the same time card out at the end of the storm, or upon a breakdown that will be longer than 30 minutes. One (1) card will be issued for each piece of equipment with the driver's signature at the bottom of the card. Failure to punch in/out may result in loss of payments. Payment for services shall begin upon time of reporting and punching of timecard.

Only Town-prescribed routes will be plowed. Confirmation of routes to be plowed will be made at time the contractor reports in. Contractor, its operators, contractors and employees will, typically, keep the same routes all season, but may be relocated to best suit the needs of the TOWN. Drivers shall familiarize themselves with their routes before the season commences. Any such person(s) who plows private driveways, parking lots, etc. during his signed-in time with the TOWN may be immediately discharged from their contract. **These actions will not be tolerated.**

Contractor vehicles may be provided positioning devices that will be plugged into a cigarette lighter. This is intended to ensure the general location of drivers and re-assign as need throughout the storm event. The devices may be required to be returned after each storm event.

Any driver involved in an accident which causes personal injury, damage to another vehicle, or property damages shall report the accident to the Highway Foreman and the Police Department immediately. The Police Department must complete an accident report at the scene of the accident. The TOWN is not responsible for damages to property, personal injury, or truck and plow damages. The contractor shall report all accidental damages to public and private property that occur during the operation.

APPENDIX "F"

(Continued)

Upon completion of the assigned route, the Contractor, its respective operators, contractors and employees shall report to their immediate supervisor (chaser) or back to the Highway garage for possible re-assignments. No person shall leave the operation without notifying the Highway Foreman.

Contractor, its operators, contractors and employees shall note that repeated damage to private and public property (including mailboxes, lawns, etc.) may be cause for termination of the contract.

Snow Plowing Specifications

The TOWN will furnish a zone and/or route map(s) for the area or streets to be plowed. The TOWN may also furnish a sequence of plowing which must be adhered to unless the CONTRACTOR submits and has approved a request to alter the plowing sequence.

The general standard for acceptable work shall be for the CONTRACTOR to plow snow to the maximum extent possible to the side of the street, leaving no windrows in intersections.

General Snow Plowing Requirements

- All streets shall be plowed the full width of pavement. Contractor will be required, at times, to plow the gutter line to the edge of curbing.
- Streets shall be plowed from the center to the curb or edge of the pavement.
- Snow from intersections shall 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 the curved radii.
- Plowing shall be at a speed that is just sufficient to move the snow, not at a speed which is unsafe or excessive.
- Plowing shall be with a loose hoisting chain so plow rides on the cutting edge.
- Plow equipment shall not turn around in private driveways.

Special Snow Plowing Requirements

- Intersections:

Intersections and curb radii shall be properly cleared, with no residual snow left remaining in intersections.
- One-Way Streets:

APPENDIX "F"
(Continued)

One-way streets shall be plowed to each curb or edge of pavement. The right side of the center line shall be plowed to the right side and the left side of the center line plowed to the left side. At no time shall a one-way street be plowed the wrong way against the traffic pattern.

○ Dead End Streets (Excluding Cul-de-sacs):

Snow shall be evenly distributed evenly and shall NOT BE pushed in front of mailboxes, driveways, hydrants or catch basins. Drivers shall familiarize themselves with each location and determine an appropriate location for snow piling.

○ Cul-De-Sacs:

Snow shall NOT BE pushed in front of mailboxes, driveways, hydrants or catch basins. Drivers shall familiarize themselves with each location and determine an appropriate location for snow piling.

○ Blocked Streets:

If a street is blocked, every effort shall be made to attempt to bypass the blockage. If unable to bypass the blockage, the operator shall immediately notify the TOWN. If the blockage can be removed within a reasonable time, the CONTRACTOR will be expected to then plow the street.

Snow Plowing Reporting Requirements

During the course of snow plowing, the CONTRACTOR shall immediately notify the TOWN when any of the following occurs:

- An injury to any person or damage to other vehicles or property.
- A breakdown of equipment.
- A Street cannot be plowed, reporting the reason(s).
- A zone or route has been completed.

APPENDIX "G"

RIGHTS OF THE TOWN

The TOWN shall have the right to terminate the Agreement under the provisions of Item 11 of the Agreement for its convenience and for any of, but not limited to, the following circumstances:

The CONTRACTOR has:

- 1) Abandoned the work to be performed under this Agreement.
- 2) Assigned this Agreement to another without TOWN consent.
- 3) Unnecessarily or unreasonably delayed any of the work to be performed under this Agreement.
- 4) Failed to furnish licensed operators.
- 5) Disregarded the instructions of the TOWN's DPW Director or his/her designated representatives.
- 6) Failed to perform properly on any zone or route as determined by the TOWN's designated representatives.
- 7) Been found to be plowing private areas, e.g., driveways, parking lots, etc., other than those assigned by the TOWN.
- 8) Habitual tardiness.
- 9) Otherwise been guilty of any substantial violation of any provision of this Agreement.

APPENDIX "H"

PAYMENT/BILLING POLICIES AND PROCEDURES

Payment will be made for each piece of equipment listed in APPENDIX "A"-CONTRACTOR EQUIPMENT FORM at the rates listed as PRIMARY at the rates shown in APPENDIX "B"-RATES 2019-2020, or other rates as negotiated and set forth in APPENDIX "A"-CONTRACTOR EQUIPMENT FORM SUMMARY-ALTERNATIVE, whichever is applicable.

The TOWN will pay the CONTRACTOR from the time he/she punches the time clock.

It shall be the responsibility of the CONTRACTOR to ensure that each piece of his/her equipment is logged in and logged out at the DPW Operations Center, that he/she has signed a Contractor Time Sheet and that this sheet has been approved and signed by a TOWN representative. The Contractor Time Sheet shall be the sole official log of the hours for which the CONTRACTOR will be paid.

Following the storm event, (next working day) each contractor should call the Highway Office at 508-695-9621 to confirm their time for submittal of invoices.

Important: Make sure you call to verify the number of hours worked before sending an invoice. We want to make sure our numbers are in agreement. Times will be rounded off to the closest 15 minutes.

CONTRACTORS shall invoice the TOWN at the North Attleborough Department of Public Works, 49 Whiting Street, North Attleborough, MA 02760, within ten (10) working days of the completion of a given Snow and Ice Control Operation. Upon receipt of a complete and satisfactory written invoice, payment will normally be made within thirty (30) days of receipt. CONTRACTORS shall only be paid at the rate of the approved vehicle.

**APPENDIX "I"
VEHICLE CHECKLIST**

Applicant:		VEHICLE(S) (If more than one, please include as many copies as necessary)			
Address:		Year:	Make/Model:		
Cell phone:		Type (Per App. B):	Rate: \$ _____		
Email:		<input type="checkbox"/> Pickup	<input type="checkbox"/> 1 Ton	<input type="checkbox"/> 6 Wheel	<input type="checkbox"/> 10 Wheel
Owner operated:		<input type="checkbox"/> Backhoe	<input type="checkbox"/> Loader Size: _____	<input type="checkbox"/> Skid Steer	<input type="checkbox"/> Plow <input type="checkbox"/> Blower
<input type="checkbox"/> YES	<input type="checkbox"/> NO Provide name and cell below	<input type="checkbox"/> Pusher	<input type="checkbox"/> Wing Plow	<input type="checkbox"/> Sander: _____	<input type="checkbox"/> Other: _____
Drivers Name:		Registration No:	State:		
	Include Driver's License				
Cell phone:		GVW:	Plow Size:	Plow Type: (Fixed, PAP)	