

TOWN OF WATERTOWN

LEGAL NOTICE

SNOW PLOWING, SALTING AND SANDING

Request for Response from Interested Vendors
2020-2021

The Town of Watertown is seeking interested vendors for Snow Plowing, Salting and Sanding for the 2020-2021 Snow Emergency Seasons. Contractors may now obtain instructions, specifications and other necessary forms via email at purchasing@watertown-ma.gov or on the Towns Web site at www.watertown-ma.gov in the Purchasing document center beginning Friday, September 18, 2020 – Thursday, October 8, 2020 by 11:00 a.m. Vendors are required to obtain a response packet and return all documents by mail or drop off no later than October 8, 2020 at 11:00 a.m. to the Purchasing Agent at the office of the Purchasing Agent, 149 Main Street, Watertown, MA, 02472. Vendors will be selected by the Department of Public Works. The Town of Watertown reserves the right to reject any offers for service or to waive any informality in the solicitation procedures, if deemed in the Town's best interest.

This is not a public bid opening. It is anticipated that many awards will be made to various vendors for this service.

Office Hours: M-F 8:30 – 5:00 p.m.

Raeleen Bandini, MCPPO
Director of Purchasing

TOWN of WATERTOWN
EMERGENCY STORM EVENTS

Work performed under these items shall consist of storm events. A storm event may be defined as snow and ice, heavy winds, heavy rain or other emergencies which require the equipment detailed in these documents.

Contractor to furnish complete driver/operator and vehicle/equipment with sanders, plows or spreaders, ready to work.

Operations shall commence and terminate only on the order of the Director of Public Works or his designee.

All trucks and equipment are required to have a means of communication with the Department of Public Works Emergency Command Center during the events, such as radio, cell phone, etc.

All vehicles and equipment used on Town property shall be approved by the Director of Public Works. Equipment in poor condition or any equipment judged to be inadequate to do a good job will be disallowed and must be replaced with adequate equipment by the Contractor.

All Contractors are required to submit a list of day time and night time cell phone contacts prior to 1 December 2020. All operators of trucks and equipment shall maintain proper licenses required to operate each individual truck or piece of equipment.

Recorded starting and finishing times by the Department of Public Works for each vehicle will agree with billing, the time to be computed to the nearest one quarter hour.

Compensatory time is not allowed for standby, breakdown, or meals. No additional allowances will be made for the transportation, or mobilization of equipment.

The Contractor shall indemnify and save harmless the Town of Watertown, Town's agent and employees, from and against all losses, claims and demands. Payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act of omission of said contractor, his agents, or employees, in the execution of the work or in guarding the same.

The Town shall pay one hour (1 hr.) ready time for each event only if the equipment arrives on location at the Department of Public Works ready for work within one hour of receiving the notification to work.

The rates are inclusive of all costs associated with performance of the work, such as, but not limited to, operator, equipment/vehicle, fuel, operating costs, overtime, insurance, repairs and compliance with all relevant state and federal regulations and requirements.

All trucks and equipment used pursuant to this work shall be covered by the Contractor's insurance and shall carry a Certificate of Insurance which names the Town of Watertown as Additional Insured along with the following coverage:

General Liability: \$ 1,000,000 per occurrence
\$ 2,000,000 per aggregate

Worker's Compensation: Mandatory coverage as required by the Commonwealth of Massachusetts

If the Director determines that the contractor is not performing as required, the Town shall have the right to terminate the contracted services immediately on verbal notice followed by written notice from the Director.

The Contractor must be available any hour of the day, seven days a week, including all holidays.

Contracted plowing operations shall be done as close to bare pavement as possible and widened to maximum width and to the approval of the Director or his representative.

All rates prices shall continue in effect unchanged during the period of December 1, 2020 through May 1, 2021.

In the event of breakdowns, the contractor will notify the DPW dispatcher immediately. Vehicles broken down over 30 minutes per storm will be removed from the clock for all time not worked.

All equipment provided for plowing, snow removal, hauling, sanding and salting shall be identified on the sheets contained in the bid packet.

Invoices must be submitted to Mr. Gerald Mee, Director of Public Works, 124 Orchard Street, Watertown, MA, 02472, no later than 72 hours after the end of services performed each storm.

Instructions:

Offers must have their list of equipment, insurance and signed agreement to the Purchasing Agent by Thursday, October 8, 2020 no later than 11:00 a.m.

Each Contractor must indicate on the price sheet the number of pieces of equipment or vehicles providing for services to the Town.

Each Contractor must sign the last page of the agreement in the packet and return to the Purchasing Agent along with other required submittals/insurance.

Each Contractor, at the time of submitting their bid, must include evidence of insurance liability coverage as indicated in the specification listing the Town as additionally insured.

Notice:

Each operator must sign a disclaimer releasing the Town and its employees of personal and property liability each time services are rendered. See the Director of Public Works or his designee for the disclaimer form.

END

WATER DEPARTMENT OF PUBLIC WORKS
EMERGENCY / SNOW / ICE RATES

| ITEM # | TYPE OF EQUIPMENT | 2020-2021 RATE / HR | WRITE IN # OF CONTRACTORS COMMITTED PIECES |
|--------|--|------------------------|--|
| 1 | 4 X 4 PICK UP with 8ft PLOW SINGLE REAR WHEEL 3/4 and 1 TON | \$120.00 | |
| 2 | 6 WHEEL 4 WHEEL DRIVE with 9ft PLOW 14,000/17,000/19,000 GVW | \$134.00 | |
| 3 | 6 WHEEL TRUCK with 10ft PLOW 21,000 GVW to 35,000 GVW | \$175.00 | |
| 4 | 10 WHEEL DUMP TRUCK or TRACTOR or TRIAXEL with 10ft / 11ft PLOW | \$190.00 | |
| 5 | 4 X 4 BACKHOE with 10ft PLOW CAT 420, 430, 710 JOHN DEER / CAT or EQUAL | \$190.00 | |
| 6 | RUBBER TIRED LOADER with 10ft PLOW CAT 920 or EQUAL | \$165.00 | |
| 7 | RUBBER TIRED LOADER with 10ft PLOW CAT 924 or EQUAL | \$195.00 | |
| 8 | RUBBER TIRED LOADER with 10ft PLOW CAT 950 or EQUAL | \$235.00 | |
| 9 | RUBBER TIRED LOADER with 10ft PLOW CAT 966 or EQUAL | \$245.00 | |
| 10 | RUBBER TIRED LOADER with 10ft PLOW CAT 980 or EQUAL | \$295.00 | |
| 11 | 6 WHEEL TRUCK MOUNTED / SALT SPREADER 31,000 GVW WITH A MINIMUM 6 YARD HYDRAULIC OPERATED SAND / SALT SPREADER INCLUDING LIQUID CALCIUM TANKS. | \$187.00 | |
| 12 | 4 X 4 6 WHEEL TRUCK with SPREADER MIN. 2 YDS with 8ft PLOW | \$126.00 | |
| 13 | 18 WHEEL DUMP TRAILER FOR HAULING WINTER / STORM MATERIALS (no plow) | \$148.00 | |
| 14 | TRI AXEL DUMP TRUCK FOR HAULING WINTER / STORM MATERIALS (no plow) | \$130.00 | |
| 15 | 10 WHEEL DUMP TRUCK FOR HAULING WINTER / STORM MATERIALS | \$128.00 | |
| 16 | 6 WHEEL DUMP TRUCK FOR HAULING WINTER / STORM MATERIALS MIN 26,000 GVW | \$98.00 | |
| 17 | GRADALL with 48inch CLEAN UP BUCKET | \$245.00 | |
| 18 | RUBBER TIRED SKID STEER LOADER BOBCAT 643 or EQUAL | \$80.00 | |
| 19 | TRACK TYPE DOZER CAT D5 or EQUAL | \$185.00 | |
| 20 | TRACK TYPE DOZER CAT D6 or EQUAL | \$235.00 | |
| 21 | TRACK TYPE DOZER CAT D8 or EQUAL | \$260.00 | |

WATER DEPARTMENT OF PUBLIC WORKS
EMERGENCY / SNOW / ICE RATES

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|----|---|------------|--|
| 22 | RUBBER TIRED EXCAVATOR with 48inch CLEAN UP BUCKET CAT 318 or EQUAL | \$225.00 | |
| 23 | SNOW MELTER | \$5,500.00 | |
| 24 | 52 INCH MAX WIDTH SIDEWALK TRACTOR with PLOW / BLOWER | \$225.00 | |
| 25 | **EXCAVATION FOR SNOW DUMP WORK CAT 320/325 or EQUAL | \$260.00 | |
| 26 | ** EXCAVATION FOR SNOW DUMP WORK CAT 330 or EQUAL 48inch BUCKET | \$290.00 | |
| | **CALL TIME FOR EXCAVATION SNOW DUMP WORK SHALL BE 2 HOUR AS THE PRESCRIBED EXCAVATION HOUR RATE TO BE CHARGED ONLY AT THE TIME OF MOBILIZATION TO THE DPW SITE. NO MOBILIZATION SHALL BE PAID FOR EXIT TIME. | | |



TOWN OF WATERTOWN, MASSACHUSETTS

FY21 EMERGENCY STORM SERVICES/PLOWING/SANDING/SALTING

THIS AGREEMENT made this _____ day of _____ 2020 by and between the TOWN of Watertown, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at the Administration Building, 149 Main Street, Watertown, MA 02472, hereinafter referred to as the "TOWN", and _____ a business/corporation in Massachusetts having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN participated in a publically announced bid and invited the submission of interest for Emergency Storm Services/Plowing/Sanding/Salting.

WHEREAS, the CONTRACTOR submitted interest to perform the work required to complete the work, and the TOWN has decided to extend a contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, Instructions to Bidders, and the CONTRACTOR's Bid or Proposal. 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.
2. The Work. The Work consists of providing Emergency Storm Services/Plowing/Sanding/Salting on an on-call basis at the rates listed for each piece of equipment used at a per hour rate.
3. Term of Contract. This Agreement shall be in effect from November 2020 and shall expire on May 30, 2021, unless terminated earlier pursuant to the terms hereof.
4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement at the rate indicated in the rate sheet for each relative piece of equipment used for the period of time worked on the dates called upon.
5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they 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 shall not be considered an employee or agent of the TOWN for any purpose.

8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
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, naming the Town of Watertown additional insured.

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 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to the TOWN upon the execution of this Agreement. 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.
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 shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees 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 regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled To compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
12. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, 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 reports of his operation under this Contract in such detail and with such information as the TOWN may request.

13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 this day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

Town Auditor

Approved as to Form:

Town Attorney

TOWN OF WATERTOWN, MA

By its: Town Manager

Michael J. Driscoll

CONTRACTOR:

Company/Contractor Name

(Signature)

(Name)

(Title)