

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PARKS, RECREATION & CULTURE DEPARTMENT***

***PROJECT MANUAL:***

**SNOW PLOWING, SHOVELING, and SANDING/SALTING  
OF PARKING LOTS, WALKWAYS, STAIRWAYS, ETC.**

***(ZONE A1 and A2)***

***REQUEST FOR BID #23-39 (REBID)***

**OCTOBER 2022**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BIDS #23-39**

The City of Newton invites sealed bids from Contractors for

**Snow Plowing, Shoveling, Sanding/Salting of Schools, Parking Lots, Walkways, Stairways Etc.**  
*(ZONES A1 and A2)*

**Bids will be received until: 11:00 a.m., Thursday, November 3, 2022**

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

One or more contracts will be awarded by Zone.

Contract Documents will be available online at the City's website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., on Thursday, October 20, 2022.**

Bidders are responsible for downloading the specifications from the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) . Bidders are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) ) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-39) they have downloaded.

The term of a Contract shall be from **day of execution through June 30, 2025**. With no change in the contract price and terms and conditions. Each contract shall be subject to appropriation of funding therefor. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

**Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snowplow services. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Bid. In order to obtain the service with the highest value, the City of Newton has voluntarily undertaken this competitive Bid. The City also reserves the right to engage in negotiations with CONTRACTOR(S) after the BIDS are opened.**

Bidders must enter a bid for each line item within a Zone Work Sheet. (See Work Sheets at pp. 11-22 below.) Multiple contracts may result from this Invitation For Bids (IFB), as contracts may be awarded on a per Zone basis that have been deemed to be in the City's best interest. The City offers a minimum annual guarantee per Zone. Bid surety is not required with this Bid.

**Bids must be submitted with one ORIGINAL and one COPY.**

The successful bidder will be required to furnish a Performance Bond in the amount of 100% of the contract total.

All City of Newton bids are only available on the City's website, [www.newtonma.gov/bids](http://www.newtonma.gov/bids), Request for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing dept. (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND REQUEST FOR BID NUMBER.

The City of Newton's Purchasing Department has an email notification system of all upcoming public bids. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

Any questions regarding the requirements of this contract should be in writing and emailed or faxed to the Chief Procurement Officer at (617) 796-1227 no later than 72 hours prior to the bid opening deadline.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 19, 1999, which is available on the City's Purchasing Department's web page.

The City may reject any and all proposals in accordance with applicable law. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: [jfairley@newtonma.gov](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive style with a large, prominent "N" and "R".

Nicholas Read  
*Chief Procurement Officer*  
October 20, 2022

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  2. The Bidder is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents or become familiar with local conditions will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, October 28, 2022 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #23-39**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

**ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS**

- 4.1 Bids shall be submitted on the "Bid Form #23-39," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
  - \* GENERAL BID FOR: **#23-39**
  - \* NAME OF PROJECT: **Snow Plowing, Shoveling, Sanding/Salting of Schools, Parking Lots, Walkways, Stairways Etc. (ZONES A1 and A2)**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M( c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
  1. This requirement will apply to any general bid or sub bid submitted.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting annual prices for plowing, shoveling and salting/sanding of Zones set forth in Bid Form 23-39, attached hereto. Bidders may submit bids for any or all zones. The three-year annual price for each Zone shall be based on the Bid Form Work Sheets for that Zone, also attached. It is the City's intent to award separate contracts for each Zone to the responsive and responsible bidder offering the lowest 3 Year Total for that Zone. Accordingly, the City may award one (1) contract, or as many contracts as there are bidders. Contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### ARTICLE 9- ENVIRONMENTALLY PREFERABLE PRODUCTS

- 9.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition.

This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.

- 9.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

**END OF SECTION**

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM #23-39**

A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

**Snow Plowing, Shoveling, Sanding/Salting of Schools, Parking Lots, Walkways, Sidewalks, Stairways and Etc.**  
**(ZONES A1 and A2)**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

C. The proposed contract price is:

*Grand Totals (Years 1, 2 & 3 for each individual Zone Bid Form shall be entered here.)*

GRAND TOTAL ZONE A1 (TOTAL OF YEARS 1, 2, 3)     \$ \_\_\_\_\_

GRAND TOTAL ZONE A2 (TOTAL OF YEARS 1, 2, 3)     \$ \_\_\_\_\_

***PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE***

Company: \_\_\_\_\_

D. The undersigned has completed and submits herewith the following documents:

- Worksheets for ZONE A1 and A2 Sheets, 6 pages
- Signed Bid Form, 2 pages
- Bidders Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Business Category Information Form, 1 page

E. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid and furnish a performance bond, from a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton and each in the sum not less than 100% of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.



The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_ (Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_ (Printed Name and Title of Signatory)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_/\_\_\_\_\_ (Telephone) (FAX)

\_\_\_\_\_ (E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PARKS, RECREATION & CULTURE DEPARTMENT**

**Snow Plowing, Shoveling, Sanding/Salting of Schools, Parking Lots, Walkways, Stairways, Etc.  
(ZONES A1 and A2)**

**2022 - 2023**

**INSTRUCTIONS TO BIDDERS**

- 1) This package constitutes the proposal in which your bid is to be entered. This bid must be submitted in a sealed envelope.
- 2) Be sure to provide all information required.
- 3) Be sure to sign Bid Form.
- 4) Bid Surety is not required for this project.
- 5) The undersigned bidder hereby agrees to furnish services to fully meet all terms, conditions and specifications contained in this proposal for Snow Plowing Services.
- 6) Bidders must bid on each item within a Zone. Bids must be written in both words and figures on each Worksheet. All entries in the Bid must be made clearly and in ink. Bidders should insert computed totals in Section C of the Bid Form. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of a Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
- 7) The right is reserved to reject any and all bids and to make award as may be determined to be in the best interests of the City of Newton. Any Contract made will be subject to appropriations and grants to meet payments thereunder.
- 8) Estimated quantities in the Zone Quote Forms are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in the Bidder's Zone Quote Forms.

**END OF SECTION**

**ZONE A1 - QUOTE FORM  
2022 - 2023 (YEAR ONE)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor including parking lots:** Angier School, Mason-Rice School, Waban Library and Zervas School. **PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE.**

<b>Item</b>	<b>Estimated Qty Comparison Only</b>	<b>Total</b>
1. Sanding/ Salting of all parking lot areas (NEW) Salt to be Provided by the City (may include Pre-salting)	1 ea.	\$ _____
2. Shoveling & Sanding/Salting Only; No Snow Plowing "Scrape Down" (Blue Zones (see p. 23 below) or parking lots not included)		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 2.1"-4" per storm (\$ _____ )	1 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 4.1"-7" per storm ( _____ )	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 7.1"-10" per storm ( _____ )	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 10.1"-14" per storm ( _____ )	1 ea.	\$ _____
8. Snow plowing, shoveling, and sanding/salting		
_____ ) for storms 14.1"-18" per storm ( _____ )	1 ea.	\$ _____
9. Snow plowing & shoveling for storm in excess of 18" 18.1"+ total accumulation cost per inch measured to the lowest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.	1 in.	\$ _____
10. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this ZONE. Per Occurrence (\$ _____ )	1 ea.	\$ _____
11. Price for Full Day (8 hour day) price for loam and seed to repair snowplow damage. (NEW) Contractor to provide all loam/grass seed and labor to fix ruts along walkways and snow pile locations.	1 ea.	\$ _____
<b>ZONE A1-Year One Annual Total:</b>		\$ _____

**ZONE A1 - QUOTE FORM  
2023 - 2024 (YEAR TWO)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor including parking lots:** Angier School, Mason-Rice School, Waban Library and Zervas School. **PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE.**

<b>Item</b>	<b>Estimated Qty Comparison Only</b>	<b>Total</b>
4. Sanding/ Salting of all parking lot areas (NEW) Salt to be Provided by the City (may include Pre-salting)	1 ea.	\$ _____
5. Shoveling & Sanding/Salting Only; No Snow Plowing "Scrape Down" (Blue Zones or parking lots not included)		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
9. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 2.1"-4" per storm (\$ _____ )	1 ea.	\$ _____
10. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 4.1"-7" per storm ( _____ )	1 ea.	\$ _____
11. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 7.1"-10" per storm ( _____ )	1 ea.	\$ _____
12. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 10.1"-14" per storm ( _____ )	1 ea.	\$ _____
13. Snow plowing, shoveling, and sanding/salting		
_____ ) for storms 14.1"-18" per storm ( _____ )	1 ea.	\$ _____
9. Snow plowing & shoveling for storm in excess of 18" 18.1"+ total accumulation cost per inch measured to the lowest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.	1 in.	\$ _____
12. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this ZONE. Per Occurrence (\$ _____ )	1 ea.	\$ _____
13. Price for Full Day (8 hour day) price for loam and seed to repair snowplow damage. (NEW) Contractor to provide all loam/grass seed and labor to fix ruts along walkways and snow pile locations.	1 ea.	\$ _____

ZONE A1-Year Two Annual Total: \$ \_\_\_\_\_

**ZONE A1 - QUOTE FORM  
2024 - 2025 (YEAR THREE)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor including parking lots:** Angier School, Mason-Rice School, Waban Library and Zervas School. **PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE.**

<b>Item</b>	<b>Estimated Qty Comparison Only</b>	<b>Total</b>
7. Sanding/ Salting of all parking lot areas (NEW) Salt to be Provided by the City (may include Pre-salting)	1 ea.	\$ _____
8. Shoveling & Sanding/Salting Only; No Snow Plowing "Scrape Down" (Blue Zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
9. Snow plowing, shoveling and sanding/salting _____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
14. Snow plowing, shoveling and sanding/salting for storms 2.1"-4" per storm (\$ _____)	1 ea.	\$ _____
15. Snow plowing, shoveling and sanding/salting for storms 4.1"-7" per storm ( _____)	1 ea.	\$ _____
16. Snow plowing, shoveling and sanding/salting for storms 7.1"-10" per storm ( _____)	1 ea.	\$ _____
17. Snow plowing, shoveling and sanding/salting for storms 10.1"-14" per storm ( _____)	1 ea.	\$ _____
18. Snow plowing, shoveling, and sanding/salting for storms 14.1"-18" per storm ( _____)	1 ea.	\$ _____
9. Snow plowing & shoveling for storm in excess of 18" 18.1"+ total accumulation cost per inch measured to the lowest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.	1 in.	\$ _____
14. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this ZONE. Per Occurrence (\$ _____)	1 ea.	\$ _____
15. Price for Full Day (8 hour day) price for loam and seed to repair snowplow damage. (NEW) Contractor to provide all loam/grass seed and labor to fix ruts along walkways and snow pile locations.	1 ea.	\$ _____

ZONE A1-Year Three Annual Total: \$ \_\_\_\_\_

ZONE A1 YEAR ONE ANNUAL TOTAL \$ \_\_\_\_\_

ZONE A1 YEAR TWO ANNUAL TOTAL \$ \_\_\_\_\_

ZONE A1 YEAR THREE ANNUAL TOTAL \$ \_\_\_\_\_

ZONE A1 GRAND TOTAL (SUM OF ZONE A YEAR ONE, TWO & THREE) \$ \_\_\_\_\_

*(Place the ZONE A1 GRAND TOTAL in Paragraph "C" of the Quote Form)*

***PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE***

**ZONE A2 - QUOTE FORM  
2022 - 2023 (YEAR ONE)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor including parking lots:** Underwood School, Ward School, Lincoln Eliot and Bigelow School. **PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE.**

Item	Estimated Qty Comparison Only	Total
10. Sanding/ Salting of all parking lot areas (NEW) Salt to be Provided by the City (may include Pre-salting)	1 ea.	\$ _____
11. Shoveling & Sanding/Salting Only; No Snow Plowing "Scrape Down" (Blue Zones or parking lots not included)		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
12. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
19. Snow plowing, shoveling and sanding/salting		
for storms 2.1"-4" per storm (\$ _____ )	1 ea.	\$ _____
20. Snow plowing, shoveling and sanding/salting		
for storms 4.1"-7" per storm ( _____ )	1 ea.	\$ _____
21. Snow plowing, shoveling and sanding/salting		
for storms 7.1"-10" per storm ( _____ )	1 ea.	\$ _____
22. Snow plowing, shoveling and sanding/salting		
for storms 10.1"-14" per storm ( _____ )	1 ea.	\$ _____
23. Snow plowing, shoveling, and sanding/salting		
for storms 14.1"-18" per storm ( _____ )	1 ea.	\$ _____
9. Snow plowing & shoveling for storm in excess of 18" 18.1"+ total accumulation cost per inch measured to the lowest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.	1 in.	\$ _____
16. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this ZONE. Per Occurrence (\$ _____ )	1 ea.	\$ _____
17. Price for Full Day (8 hour day) price for loam and seed to repair snowplow damage. (NEW) Contractor to provide all loam/grass seed and labor to fix ruts along walkways and snow pile locations.	1 ea.	\$ _____
ZONE A2-Year One Annual Total:		\$ _____

**ZONE A2 - QUOTE FORM  
2023 - 2024 (YEAR TWO)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor including parking lots:** Underwood School, Ward School, Lincoln Eliot and Bigelow School. **PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE.**

<b>Item</b>	<b>Estimated Qty Comparison Only</b>	<b>Total</b>
13. Sanding/ Salting of all parking lot areas (NEW) Salt to be Provided by the City (may include Pre-salting)	1 ea.	\$ _____
14. Shoveling & Sanding/Salting Only; No Snow Plowing "Scrape Down" (Blue Zones or parking lots not included)		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
15. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
24. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 2.1"-4" per storm (\$ _____ )	1 ea.	\$ _____
25. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 4.1"-7" per storm ( _____ )	1 ea.	\$ _____
26. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 7.1"-10" per storm ( _____ )	1 ea.	\$ _____
27. Snow plowing, shoveling and sanding/salting		
_____ ) for storms 10.1"-14" per storm ( _____ )	1 ea.	\$ _____
28. Snow plowing, shoveling, and sanding/salting		
_____ ) for storms 14.1"-18" per storm ( _____ )	1 ea.	\$ _____
9. Snow plowing & shoveling for storm in excess of 18" 18.1"+ total accumulation cost per inch measured to the lowest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.	1 in.	\$ _____
18. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this ZONE. Per Occurrence (\$ _____ )	1 ea.	\$ _____
19. Price for Full Day (8 hour day) price for loam and seed to repair snowplow damage. (NEW) Contractor to provide all loam/grass seed and labor to fix ruts along walkways and snow pile locations.	1 ea.	\$ _____

ZONE A2-Year Two Annual Total: \$ \_\_\_\_\_



**ZONE A2 - QUOTE FORM  
2024 - 2025 (YEAR THREE)**

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor including parking lots:** Underwood School, Ward School, Lincoln Eliot and Bigelow School. **PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE.**

<b>Item</b>	<b>Estimated Qty Comparison Only</b>	<b>Total</b>
16. Sanding/ Salting of all parking lot areas (NEW) Salt to be Provided by the City (may include Pre-salting)	1 ea.	\$ _____
17. Shoveling & Sanding/Salting Only; No Snow Plowing "Scrape Down" (Blue Zones or parking lots not included)		
_____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
18. Snow plowing, shoveling and sanding/salting _____ ) for storms 0-2" per storm (\$ _____ )	1 ea.	\$ _____
29. Snow plowing, shoveling and sanding/salting for storms 2.1"-4" per storm (\$ _____ )	1 ea.	\$ _____
30. Snow plowing, shoveling and sanding/salting for storms 4.1"-7" per storm ( _____ )	1 ea.	\$ _____
31. Snow plowing, shoveling and sanding/salting for storms 7.1"-10" per storm ( _____ )	1 ea.	\$ _____
32. Snow plowing, shoveling and sanding/salting for storms 10.1"-14" per storm ( _____ )	1 ea.	\$ _____
33. Snow plowing, shoveling, and sanding/salting for storms 14.1"-18" per storm ( _____ )	1 ea.	\$ _____
9. Snow plowing & shoveling for storm in excess of 18" 18.1"+ total accumulation cost per inch measured to the lowest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.	1 in.	\$ _____
20. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this ZONE. Per Occurrence (\$ _____ )	1 ea.	\$ _____
21. Price for Full Day (8 hour day) price for loam and seed to repair snowplow damage. (NEW) Contractor to provide all loam/grass seed and labor to fix ruts along walkways and snow pile locations.	1 ea.	\$ _____

ZONE A2-Year Three Annual Total: \$ \_\_\_\_\_

ZONE A2 YEAR ONE ANNUAL TOTAL \$ \_\_\_\_\_

ZONE A2 YEAR TWO ANNUAL TOTAL \$ \_\_\_\_\_

ZONE A2 YEAR THREE ANNUAL TOTAL \$ \_\_\_\_\_

ZONE A2 GRAND TOTAL (SUM OF ZONE A YEAR ONE, TWO & THREE) \$ \_\_\_\_\_

*(Place the ZONE A2 GRAND TOTAL in Paragraph "C" of the Quote Form)*

***PLEASE MAKE SURE YOUR PRICE INCLUDES ANY ICE MELT YOU MAY USE DURING A SNOW EVENT. ALL ICE MELT SHALL BE ENVIRONMENTALLY SAFE, PET SAFE AND CONCRETE SAFE***

**CITY OF NEWTON  
DEPARTMENT OF PARKS, RECREATION AND CULTURE**

**SPECIFICATIONS FOR SNOW PLOWING, SHOVELING AND SANDING/SALTING OF  
PARKING LOTS, WALKS, STAIRS AND ENTRY WAYS FOR CITY BUILDINGS AND SCHOOLS  
COMPLETION TIME ZONE**

In order to efficiently and expeditiously complete the clearing of snow and ice from the following sites: Underwood School, Bigelow Middle School, Ward School and Lincoln Eliot, Angier School, Zervas School, Mason-Rice School and Waban Library it is necessary to establish a completion ZONE. It is understood by the City of Newton and its officials, that weather conditions, particularly in winter, are difficult to predict and that each storm has a number of variables; e.g., depth, length of snowfall, falling or rising temperatures, time of day or night, early, mid or late winter, nonetheless, some guidelines are necessary. It will be expected that the Contractor complete all sites within one hour of the average completion time of the City's Department of Parks, Recreation and Culture forces.

**1. DETAILED WORK SPECIFICATIONS**

1.1 It is the intention of the City of Newton to enter into Contracts with competent and responsive Contractors for plowing, shoveling and sanding/salting at the sites listed on ZONE A1 and A2 in the manner described herein. The term of this Contract shall extend from **day of execution through June 30, 2025**. With no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

1.2 The Contractor shall supply sufficient equipment and personnel to clear in a timely manner each ZONE that is awarded. All equipment intended for use in snow plowing, shoveling and sanding/salting of sites listed in ZONE A1 and A2 are subject to passing an inspection administered in the City.

1.3 The City reserves the right to treat each site independently and to give special attention to one or more sites at any given time.

1.4 The City Reserves the right to have the option of Stand-by. The Contractor will provide the City with equipment and manpower for a maximum of 4 hrs. A decision will be made at that point to decide the best course of action for maintenance. A base payment of \$2,000 will be provided during this time.

1.5 The priority for completion of snow plowing, shoveling, and sanding/salting will be as follows:

1. Angier School, Zervas School, Mason-Rice School and Waban Library
2. Bigelow Middle School, Lincoln Elliot School, Underwood School and Ward School

In consideration of the need to reserve equipment to meet the needs of this Contract, the City will guarantee each year a minimum payment of:

\$3,500 for ZONE A1  
\$3,500 for ZONE A2

to the Contractor during this Contract, provided that the Contractor fully performs the services of this Contract to the satisfaction of the City.

**2. TERMS OF CONTRACT**

2.1 The term of this Contract shall extend from **day of execution through June 30, 2025**. This Contract shall be subject to appropriation of funding therefor.

**3. BASIS OF AWARD**

3.1 Multiple contracts may result from this RFQ as contracts may be awarded on a per Category basis that have been deemed to be in the City's best interest.

3.2 Bidders may enter individual bid(s) for ZONES A1 and A2, but **all line** items within a ZONE must be completed.

3.3 All bids shall be based on the quantities set forth on the attached bid forms. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.

#### **4.1 REJECTION OF PROPOSALS AND LIMIT OF AWARDS**

4.1.1 The Contractor and the City acknowledge that proper snow plowing, shoveling and sanding/salting is important to the safety and welfare of the public. Therefore, the City reserves the right to reject any or all bids as it may determine not to be in the best interest of the City. The bidder acknowledges that the burden of proof rests with the bidder to demonstrate that s/he can meet the Contract requirements and perform as required by the City.

4.1.2 The City may reject bids from any Contractor whom

- A. Has a history of failing to provide timely, quality and complete service on snow plowing, hand shoveling and sanding/salting on other Contracts.
- B. Proposes the use of equipment or sub Contractor with a history of failing to the City's requests for service or to perform in a satisfactory manner on snow plowing, shoveling and sanding/salting on other Contracts.
- C. In the estimation of the snow contract supervisor the contractor does not have sufficient equipment or manpower to complete all services in a timely fashion.

#### **5.1 RESPONSIBILITIES OF THE CONTRACTOR**

5.1.1 In order to fulfill the requirements of this Contract, the Contractor must provide sufficient equipment and operators in a timely manner to properly plow the sites listed within this Contract. To help ensure that a Contractor will be able to perform, the City sets forth the following specific responsibilities which the Contractor accepts as conditions of this Contract. The list provided below is not intended to be all inclusive but is meant to set forth certain requirements which the City expects will be met.

5.1.2 It shall be the sole responsibility of the Contractor at no expense to the City to furnish each crew foreman with a Nextel telephone to allow for direct connect communication with the Snow Chaser or Snow Supervisor. The City shall be in no way responsible for any or all damages incurred by the Contractor to their Nextel telephones or any other phone system due to negligence, weather conditions or any other situation that may occur. It shall be the responsibility of the Contractor to furnish the Snow Chaser or Snow Supervisor with the private identification number of each crew foreman between November 1 and November 30.

#### **5.2 RESPONSIBILITIES DURING BID/AWARD PROCESS**

The Contractor accepts responsibility to do the following in accordance with instructions from the Purchasing Agent and/or Commissioner of Parks, Recreation and Culture.

- 5.2.1 Completely familiarize themselves with the bid documents.
- 5.2.2 Completely familiarize themselves with the snowplow, shoveling and sanding/salting areas in ZONE A1 and A2.
- 5.2.3 Submit a properly completed bid, which includes submitting specified bid security.
- 5.2.4 Submit evidence at time of bid satisfactory to the Purchasing Agent and Commissioner of Public Works that the Contractor can fulfill the requirements of this contract. Such evidence must include the following, but need not be limited to:
  - A. Size and condition of the Contractor's facilities, including all relevant equipment.
  - B. Proposed equipment ZONE for completing snow plowing, shoveling and sanding/salting of sites as specified in Contract documents.
  - C. Performance on work similar in size and nature to work on this Contract.

5.2.5 Upon award, the following must be supplied within fourteen (14) calendar days of Notice of Award.

A. A valid proof of ownership or lease for each vehicle by the date specified in the Notice of Award Letter. Valid proof of ownership or leasehold interest is one of the following:

1. A Certificate of Title or

2. A current MA State Registration for Vehicles to be used to perform snow plowing work under this Contract.

B. Submit Certificates of Insurance as stated in the Contract documents.

C. A ZONE assigning specific vehicles to specific sites.

### 5.3 RESPONSIBILITIES FOR VEHICLE INSPECTIONS

5.3.1 The Contractor accepts full responsibility to provide each vehicle for inspection. The inspection will occur during a several week period designated by the City. Tentative plans call for this to occur between **October 1 and October 31, 2022**.

5.3.2 The Contractor must ZONE the inspections through the Public Works Commissioner, or his designee, either in writing or by calling 617-212-5191. The Parks, Recreation and Culture Department Maintenance yard will be open from 6:00 AM through 2:00 PM Monday through Friday. **Failure to ZONE an inspection shall be deemed to be solely the fault of the Contractor. The City will not assume any responsibility or liability for failure of the Contractor to have the vehicle inspected.**

### 5.4 RESPONSIBILITIES FOR PLOWS

The Contractor must supply a plow in excellent working condition and sufficiently sized to perform to Contract requirements at the time of the vehicle inspection.

### 5.5 RESPONSIBILITIES FOR EQUIPMENT AND DRIVER

5.5.1 The Contractor must properly maintain, in excellent working condition, the plowing equipment for the entire Contract term. The equipment must meet all conditions set forth in the specifications of this Contract. The vehicles must also meet any and all State License, Registration and Safety requirements. The Contractor must upon request by the City, provide License and Motor Vehicle Registration at any time during this Contract for inspection by the City.

5.5.2 The Contractor must also supply a fully qualified, licensed and responsible driver for that equipment. The Contractor must supply the name of the driver for each vehicle to the Public Works Office upon request.

5.5.3 The Contractor must have available suitable sidewalk clearing machines with operators. The equipment may be a low or blower type and must be capable of handling any average snowfall, wet, dry, or crust, and it must be backed up with snow buckets when necessary, due to extreme weather conditions. **The Contractor shall be responsible to snowplow or shovel all sidewalks adjacent to school/city properties.**

5.5.4 The Contractors' plows and buckets must have sufficient weight and cutting edges to scrape off snow and not build up an accumulation of packed snow on any blacktop surfaces.

5.5.5 The Contractor shall supply supervision, labor and equipment to do shoveling on stairs, walks, pathways, walkways, entranceways, exits, exit egresses and around safety equipment that is not accessible to larger snow removal equipment. The priorities for such work will be the following:

1. All entrance walks (including all handicap ramps)
2. All emergency exits and egress from them (stairs and walks)
3. All walks/sidewalks through snowbanks
4. All stairs
5. All fire alarm boxes
6. All fire hydrants
7. All oil fills

## 5.6 RESPONSIBILITIES DURING SNOW SEASON

### Between October 1 and May 1, the Contractor Must:

5.6.1 Maintain a system whereby the City can contact the Contractor at a specified telephone number for 24 hours, 7 days a week. The Contractor must supply at least one telephone number to the City for this purpose.

Failure of the City to reach the Contractor at the specified telephone number shall not relieve the Contractor of the responsibility to start plowing at the designated time.

5.6.2 Be prepared to start plowing each site at the time designated by the City. Failure to start at the specified time shall be cause for the City to have that site plowed with other equipment and for the Contractor to be liable for damages to the City.

5.6.3 Notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. The City, at the expense of the Contractor, may make alternate plans to have the snow removed from the site until the Contractor notifies the Public Works Office that the equipment is back in service.

## 5.7 RESPONSIBILITIES DURING A SNOW PLOWING OPERATION

5.7.1 Once a snow plowing operation has been initiated by the City, the Contractor must:

- A. Arrive at the designated meeting point at the designated start time.
- B. Arrive with the vehicle in excellent condition prepared to work, loaded with appropriate ballast and having chains available for use if needed as may be decided by the Commissioner of Public Works or his designee.
- C. Provide competent supervisor with a vehicle to coordinate Contractor's plowing efforts with the City Snow Inspector.
- D. Wait until contact with the City Snow Inspector. If the Inspector has not arrived within 15 minutes of the designated start time, the Contractor may notify the Recreation Office that the equipment has arrived at the start and is ready to go. The Contractor may then start after authorization by the Recreation Office.
- E. Obtain authorization to proceed, whether by meeting with the City Snow Chaser or by contacting the Recreation Office. Failure to obtain authorization to proceed will cause the City to assume that the Contractor's equipment did not show up, which may cause the City to plow the sites at the Contractor's expense.
- F. Plow in designated sequence as shown on the site maps or as may be agreed to by the Contractor and the Commissioner of Public Works. Failure to plow in the designated sequence and subsequent inability of the City Inspector to easily find the Contractor's equipment may cause the City to presume that the run was not started and plow the sites at the Contractor's expense.
- G. Plow to the standards set forth in the Contract.
- H. Complete snowplowing within the specified time after the end of snowfall. Prior to leaving their routes, the Contractor's drivers must meet the City Chaser and receive a sign-off. If the Chaser is not present when the route is completed, the driver must notify the Recreation Office that the route is completed. The City will make every effort to have a chaser arrive at a sign-off location within 30 minutes. If the Chaser or a supervisor has not met with the driver within 45 minutes of the call to the Recreation Office the driver should call the Recreation Office and will then be released. However, except in the case of being released after 45 minutes, failure to obtain sign-off by the inspector may lead to forfeiture of payment.
- I. No snow may be piled, pushed or banked against crosswalks, handicap ramps, fire hydrants, oil fills, doors, walks, emergency exits, sidewalks, fire alarm boxes or other locations where a safety hazard would be increased.

- J. Snow plowing of parking lots or emergency roadways will be done by rolling snow away from the buildings.
- K. No snow will be pushed or plowed against, or into any chain link fences, trash dumpsters, shrubs, hedges, stairs, entranceways, doors or overhead doors.

All snow shall be **removed** from every Drop Zone (“Blue Zone”) at each school. Snow along or on the sidewalk and against the blue curb must be removed. The snow can be left on site as long as the snow is not in an area where snow must be removed. Also not covering any access areas such as oil fills. Each school has a different number, location and length of “Blue Zones”. It is highly recommended to familiarize oneself with the number, location and length of each school’s “Blue Zones”.

The Contractor is responsible to keep every “Blue Zone” free of all snow for the first twelve hours **after the storm has ended**. The end of a storm shall be determined by a representative from the Department and communicated to each Snow Chaser, who will then communicate that information to the Contractor.

- L. Each location on each ZONE shall receive a sand/salt (50/50) mix (or otherwise approved suitable mix). It shall be the Contractors responsibility to provide a sand/salt (50/50) mix. There shall be a sufficient amount of sand /salt mixture to be applied so as to allow for reasonable safe passage. Sand aids in traction and salt helps melt snow and ice. The preferred mixture is a sand/salt (50/50) mix. At no time shall the Contractor use the City sand/salt mixture located on site unless otherwise approved by the Public Works Department. Any alternative mix must be approved by David Mandatori. Before the Snow Chaser has approved the snow removal by the Contractor, the Contractor shall apply sufficient sand/salt mix (50/50) to greatly reduce the potential for slipping. This sand/salt mix shall be applied during and after each storm. The areas to be sanded/salted are all walkways, ramps, handicap ramps, exits, emergency exits and their egress. No parking lots are to be sanded/salted. Sanding/salting parking lots is the responsibility of the City of Newton.
- M. At Lincoln Eliot School the sidewalk along Jackson Road heading northeast from the school parking lot up to the area across from 45-47 Jackson Road shall be plowed of all snow and shall receive a 50/50 sand/salt mixture.
- N. At Angier School the sidewalk along Beacon St shall be considered a Blue Zone, along with the sidewalk adjacent to the front entrance. Snow shall be removed from the front entrance area.
- O. At Underwood School/ Farlow Park snow is not to be plowed against the fence on Vernon Street at the corner.
- P. At Ward School the walkways leading off the following roads to the school shall be plowed of all snow and shall receive a 50/50 sand/salt mixture: Montrose St, Lorna Rd and Woodchester Dr.
- Q. At Mason Rice School the walkway leading from Bowen street through Newton Centre Playground to the school shall be plowed of all snow and shall receive a 50/50 sand/salt mixture.

JJ. The City of Newton is committed to installing solar panels at the following locations:

Canopy Heights:  
Low to Highest Point

Mason Rice School: 14’6” to 21’

Please make sure you are aware of canopy heights and how this may effect equipment size and pricing.

5.7.2 In the event that the Contractor’s equipment fails during a plowing operation, the Contractor or his representative must notify the City Chaser immediately and have the site covered with appropriate equipment. If the site is not covered with appropriate equipment within 60 minutes, the City, at the Contractor’s expense, may take over completion of the site.

5.7.3 A site shall not be satisfactorily completed unless it meets the standards set forth in the Contract as witnessed and acknowledged by the City Chaser at the final sign-off for the run.

## 5.8 RESPONSIBILITIES TO RECEIVE PAYMENT

5.8.1 In order to execute a contract, a requirement to process payment for a snowplow operation, the Contractor must submit all completed forms and insurance certificates to the City or Newton, Purchasing Department.

5.8.2 The City will not pay for any site which has not been authorized by the appropriate City Officials and signed off as complete by the City's Snow Inspector for each route.

5.8.3 Retainage in the amount of 5% will be held back from the amounts approved for payment. The retainage will be paid by May 15 each year provided all contractual requirements have been met.

5.8.4 Of the cash guarantee, 50% will be payable each January 31, in the event that at least a comparable amount of payment has not been paid by that date.

5.8.5 **The cash guarantee does not represent amount to be paid in addition to the payment for services actually rendered.** The Cash guarantee paid will be deducted from payments due for snowplow sites. The cash guarantee will be reduced by any amount due to the Contractor's failure to plow as required and failure to repair all damages.

5.8.6 The Commissioner of Public Works, will base payments first on snowfall as measured by the official reported measurement of a commissioned weather service solely chosen by the Commissioner of Public Works. In the event that such a measurement is not available for the storm in question, a measurement in the vicinity of City Hall will be taken by the Commissioner of Public Works or his designee and used for invoicing purposes.

## 5.9 RESPONSIBILITIES FOR DAMAGES

5.9.1 The Contractor is liable for all damages, including damages to turf, shrubbery, trees, fences and structures, which s/he caused while snow plowing under this Contract. The Contractor must repair all damages, arrange for repairs, or make appropriate payment for damages for which s/he is liable as determined by the Commissioner of Public Works. The Contractor must take action no later than May 1 each year, for all damages covered by claims filed on or before April 1 each year, and within 30 days of notification for all claims filed after April 1 of any given year.

5.9.2 Damages to items which cause a safety hazard must have temporary repairs made immediately and permanent repairs within 48 hours of notification.

5.9.3 After the completion of each repair, the Contractor shall have the property owner sign a property owner release for damages. The Contractor shall submit this release of liability to the Public Works Office or show adequate proof, acceptable to the City that said damages have been repaired. The release or proof of repair must be submitted by the time indicated in Sections 5.9.1 and 5.9.2.

5.9.4 If repairs are not completed in a satisfactory and timely manner, the City will have the right to cause repair to be made and proceed against the retainage to recover its costs.

5.9.5 To ensure that all damages are repaired by the Contractor, the City will hold retainage until May 15, each year. Damage claims which are not settled within the time frame outlined in 5.9.1 and 5.9.2 will cause the City to proceed to take action against the performance security and other amounts due to the Contractor.

## 6. RIGHTS OF THE CITY

6.1 Snow Plowing of the sites is agreed to be important to the public safety. In the event of breach of Contract, the City reserves the right to immediately terminate the Contract in whole or in part. Whenever practical, the City shall give notice of such termination in writing. Breach of Contract may result in substantial penalties, forfeiture of performance bonds, limitation of routes in future Contracts, or default proceedings.

6.2 The Contract may be terminated upon recommendation of the Commissioner of Public Works when he or his authorized representative has determined that the Contractor has:

6.2.1 Abandoned the work to be performed under this Contract

6.2.2 Assigned this Contract to another without City consent.

6.2.3 Unnecessarily or unreasonably delayed any of the work to be performed under this Contract.



- 6.2.4 Failed to furnish enough properly skilled workmen or enough equipment to perform the work.
- 6.2.5 Disregarded the instructions of the Commissioner or his authorized representative.
- 6.2.6 Failed to perform properly on any route as determined by the City Chaser or other performance measures.
- 6.2.7 Otherwise been guilty of any substantial violation of any provision of the Contract.

6.3 All services provided under this Contract are under the direction and supervision of the Commissioner of Public Works and his authorized representatives. The Contractor shall only be paid for services authorized by the Commissioner and performed to the satisfaction of the Commissioner.

6.4 In the event the equipment being used by the Contractor fails at any time to meet the approval of the Commissioner of Public Works, the Commissioner will have the right to order such equipment off the job. The Contractor shall be responsible for furnishing an appropriate replacement within a 60 minute time period.

6.5 Should the Commissioner notify the Contractor that any Contractor's employee is in any way a detriment to the satisfactory performance of these services, such employee shall be ordered off the job at once and thereafter shall not be allowed to engage in any part of snow removal operations. The Contractor must replace that employee immediately.

6.6 At any time during the term of the Contract, the Commissioner or his authorized representative will have the right to inspect the equipment of the Contractor. The equipment shall be kept and maintained by the Contractor in excellent working order and ready to start immediately at all times for the duration of the Contract.

6.7 The decision of the Commissioner or his authorized representative as to the suitability of equipment or employees shall be final.

6.8 The decision as to when to call for snow plowing, shoveling and sanding/salting shall rest entirely with the City. City officials will determine when conditions warrant a snowplow operation therefore, it is not possible to predict when Contractors will be called.

## **7. RESPONSIBILITIES OF THE CITY**

7.1 Inspect vehicles in a timely manner at times mutually agreed upon with the Contractor.

7.2 Provide a reasonable amount of lead time when calling for a plowing operation. In general, the City will try to give approximately 2 hours notice unless there is need for immediate plowing due to severe conditions.

7.3 Provide properly trained inspectors who are to meet the Contractors equipment at the commencement of the operation during and at the completion of each site, and who are to maintain and fully complete the inspection report for each site. The City standard shall be to make the inspector available as soon as possible after the completion of plowing for purposes of signing off.

7.4 Maintain a switchboard around the clock during snow emergencies. Maintain a log of calls between the City and the Contractor. The dispatcher will place calls for service, coordinate Inspectors and sign-off vehicles where appropriate as quickly as possible.

7.5 Make payment within 30 days of plowing sign-off and receipt of proper invoice. If there is a dispute about the amount owed, the City shall approve payment of the amount not in dispute within 30 days and withhold the disputed amount until resolution of the dispute. However, the City will retain the final payment until all Contract provisions have been met.

7.6 Return performance securities within 15 days of Contract completion.

7.7 The City guarantees a minimum payment of \$3,500 for ZONE A1 and \$3,500 for ZONE A2 to the Contractor for the Contract period.

7.7.1 If disputes due to performance arise between the time of billing and the time of paying the minimum guarantees, the City reserves the right to withhold payment on the minimum.

7.7.2 If the Contract is terminated prior to payment of a minimum guarantee, the City reserves the right to cancel the minimum guarantee provision and withhold payments of any amount due.

## 8. EQUIPMENT SPECIFICATIONS

8.1 The equipment furnished under this Contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicle Laws of the State of Massachusetts including showing a valid Massachusetts State Registration.

8.2 All equipment must be in excellent condition, smooth running at operating levels, clean inside and out and under the hood, with evidence of proper maintenance and inspection.

8.3 The City reserves the right to reject any equipment older than model year **2005**. The City further reserves the right to reject any piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the Contract.

8.4 The bid price shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil, lubricants and all other costs related to the operation of the equipment.

8.5 The equipment acceptable for plowing sites include the following, and any additional types of equipment proposed for use under this Contract must meet requirements and criteria as herein established and must also be individually approved by the Commissioner of Public Works or his designee.

8.5.1 Rotary-type light with a yellow/amber lens visible for 360 degrees around for each vehicle

8.5.2 Ballast as supplied by the Contractor

8.5.3 Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the pavement.

8.5.4 All electrical and mechanical systems to be in excellent operation condition.

8.6 The following shall be a minimum equipment specification the City of Newton shall require for each ZONE. It is the responsibility of the contractor to obtain and have prepared for use the following equipment and personnel:

### ZONE A1

- One 2-3 1/2 cubic yard or greater front end loader
- Two bobcats
- Two 4 wheel drive pickup trucks with 8' plows
- 7 shovelers
- One 6 or 10 wheel truck with a 6 or 10 yard salting spreader

### ZONE A2

- One 2-3 1/2 cubic yard or greater front end loader
- Two bobcats
- Two 4 wheel drive pickup trucks with 8' plows
- 6 shovelers
- One 6 or 10 wheel truck with a 6 or 10 yard salting spreader

## 9.1 SNOW PLOWING SPECIFICATIONS:

The City Reserves the right to have the option of Stand-by. The Contractor will provide the city with equipment and manpower for a maximum of up to 4 hrs. A decision will be made at that point to decide the best course of action for snow operations. A base payment of \$2,000 will be provided during this time.

9.1.1 **ZONE A1 is comprised of (4 locations):** Angier School, Mason-Rice School, Waban Library and Zervas School

9.1.2 **ZONE A2 is comprised of (4 locations):** Bigelow Middle School, Lincoln-Elliot School, Underwood School and Ward School

9.1.7 **The City will furnish plow sequence to the Contractor listing the order in which the sites shall be plowed. This sequence of plowing and shoveling must then be adhered to unless the Contractor submits a letter to the Commissioner requesting and explaining the reason for changing the plow sequence. The request shall be granted or denied by a return letter to the Contractor. The plowing sequence once established, must be followed, as Chasers will be checking the Contractors progress by site sequence.**

9.1.8 The general standard for acceptable work shall be for the Contractor to plow the snow to the maximum extent possible to the sides of parking lots, driveways and all appropriate walkways.

**9.1.9 It will be the Contractor's responsibility to Sand/Salt (w/50/50 mix) all areas that were shoveled and or plowed by the contractor with the exception of the parking lots (the City will be responsible for the parking lots).**

## **9.2 PLOWING REQUIREMENTS**

9.2.1 Plow at a speed which is sufficient to move the snow, but not excessive.

4.2.2 **Plow all sites the full width of pavement.**

## **9.3 SANDING/SALTING REQUIRMENTS**

4.3.1 Upon completion of snow plowing operations, the Contractor shall begin salting operations of all the parking areas associated with the locations in their ZONE.

4.3.2 Salt will be provided by the City of Newton and is available at both DPW yards. The north side DPW address is 90 Crafts St. The south side DPW address is 74 Elliot St. The Contractor is expected to salt at a speed which is sufficient to apply the salt efficiently. The Contractor shall apply salt to all parking lot, dumpster and loading areas that were snow plowed. The Contractor may pre salt at the request of the Parks, Recreation and Culture Department. Any salt remaining in the contractors vehicles at the end of a salting operation, shall be returned to either DPW yard.

4.3.3 The Contractor shall notify the Parks, Recreation and Culture Department of the number of loads of salt used per storm. The Contractor shall not be paid by the number of loads of salt applied, but shall be paid by the unit cost per salting event. Each salting operation shall include all parking lot, dumpster and loading areas that were snow plowed areas for each location on their ZONE.

## **9.4 REPORT TO CONTROL CENTER OR CHASER IMMEDIATELY:**

9.4.1 If you cannot start plowing at appointed time.

9.4.2 If any equipment breaks down while plowing.

9.4.3 If any site cannot be plowed and reason why.

9.4.4 If any damage is done to other vehicles or property.

9.4.5 At completion of any site.

## **10. PERFORMANCE RATING**

10.1 The Contractor's performance on all of his sites shall be rated for each storm by a Chaser or Supervisor using a standard performance report form. The standard form will be distributed to the Contractor prior to the start of the snow season to familiarize them with the method of evaluating performance.

10.2 Failure to perform and receive a satisfactory report may result in liquidated damages and/or termination of the Contract.

## **11. GENERAL CONDITIONS**

11.1 Certificates of Insurance covering Workmen's Compensation must be submitted, covering dates of Contract. Workmen's Compensation is required of all lessors of two or more pieces of equipment.

11.2 The Contractor shall defend, indemnify and hold harmless the City its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work called for under this Contract, provided that any such claim, damage, loss of expense (1) is attributable to bodily injury, sickness, disease, or death, or to any injury to or destruction of tangible property including the loss of use resulting there-of, and (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose act the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified thereunder.

11.3 Certificates of Insurance for insurance coverage must be submitted showing coverage for the Contract period as follows:

#### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended

Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

Bodily Injury - \$500,000.00 per person  
\$500,000.00 per accident  
Property Damage - \$100,000.00 per accident

(Such insurance must include coverage for hired or borrowed vehicles and non-ownership liability)

General Liability: (including completed operation coverage).

\$500,000 per occurrence  
\$500,000 per aggregate

**The City of Newton shall be named as additional insured on the general liability policies.**

**PLEASE NOTE: REPAIR PLATES cannot be used for registration of vehicles used under this contract.**

11.4 MINIMUM WAGE RATES AND HEALTH AND WELFARE AND PENSION FUND CONTRIBUTIONS as determined by the Commissioner of Labor and Industries under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 to 270. Inclusive as amended, must be complied with.

11.5 The Contractor shall prior to contract execution and annually thereafter furnish a performance bond, of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton, in a sum not less than 100% of the total guaranteed minimum annual payment listed in paragraph 1.6 Scope herein for the ZONE(s) awarded, the premiums for which are to be paid by the contractor and are included in the contract price.

## **12. LIQUIDATED DAMAGES**

12.1 The Contractor agrees that the City has the right to retain all or a portion of monies owed the Contractor as liquidated damages for the Contractor's failure to comply with the requirements in this Contract; specifically, failure to plow as required and failure to repair all damages. Liquidation damages shall not exceed the City's reasonable costs of completing these Contractual requirements. Imposition of liquidated damages will not preclude the City from seeking performance of the Contract through the performance security or taking other legal recourse to recover any and all damages as a result of Contractor nonperformance, breach of Contract, or default.

12.2 Damages against partial payments and/or limiting sites will be imposed by the Commissioner of Public Works and will depend on the severity of the failure, the frequency of the failure, and other circumstances.

12.3 The Contractor will be notified in writing of any damages imposed by the Commissioner.

12.4 The following is a ZONE of liquidated damages for failure to perform. The list of failures is not intended to be all inclusive nor to waive any other right of the City in the event of failure to perform. Damages are listed, and any or all or a combination may be applied.

12.4.1 Failure to Start on time

A. Damages of \$100/hour/route for period of delay

12.4.2 Missing a site

A. Damages of \$800/site

12.4.3 Failure to Complete on Time

A. Damages of \$100/hour/route

12.4.4 Failure to show for a snowplow event

A. Damages of \$800/site

**END OF SECTION**

**CITY OF NEWTON PARKS, RECREATION AND CULTURE DEPARTMENT**

**Snow Contractor Evaluation**

**CONTRACTOR:** \_\_\_\_\_

**ROUTE ASSIGNED:** \_\_\_\_\_ **SITE:** \_\_\_\_\_

**DATE OF STORM:** \_\_\_\_\_ **CHASER:** \_\_\_\_\_

**Starting Time** \_\_\_\_\_

**Completion Time** \_\_\_\_\_

**All Sidewalks – plowed, sanded and salted** \_\_\_\_\_

**Main Parking Lots – plowed** \_\_\_\_\_

**Blue Zones – Plowed –snow removed to street line** \_\_\_\_\_

**Stairs – Interior/Exterior – shoveled/sanded and salted** \_\_\_\_\_

**Hauling Instructions – as directed** \_\_\_\_\_

**Condition of Equipment used at this site** \_\_\_\_\_

**Problems** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER** \_\_\_\_\_

**OFFICIAL SNOWFALL** \_\_\_\_\_

\_\_\_\_\_  
**Chaser/Date/Time**

**Original to Derek Mannion with copy for Chaser Files and Rob McClary**

**CITY OF NEWTON**

**LISTING OF TRUCKS AND EQUIPMENT FOR SNOW PLOWING SERVICES**

*Photocopy additional sheets if necessary for more than 4 vehicles or pieces of equipment.*

CONTRACTOR:

CONTRACT NO.

ADDRESS:

TELEPHONE NO:

--	--

NO. 1

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Salting Hopper/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

NO.3

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Salting Hopper/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

--	--

NO. 2

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Salting Hopper/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

NO. 4

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Salting Hopper/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.



# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C -

THIS AGREEMENT made this        day of                    in the year Two Thousand and Twenty-Two by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials, equipment and perform all work required in strict accordance with the Contract Documents for the following project:

**SNOW PLOWING SERVICES, 2022 – 2023; 2023 – 2024; 2024 – 2025  
ZONES A1 and A2**

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Bid #23-39 issued by the Purchasing Department;
- c. The Bidding Documents for Snow Plowing Services including the Request for Bids, Attestation, Price ZONES, and all specifications, instructions, terms and conditions contained therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of this Contract shall extend from **day of execution through June 30, 2025**. With no change in the contract price and terms and conditions. It is understood that in the event the term of this contract extends beyond June 30<sup>th</sup> in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1<sup>st</sup>.
- VI. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the Commissioner of Public Works or his designee in accordance with the terms of this Contract. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He/she shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- IX. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- X. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XI. **INSURANCE REQUIREMENTS.** The Vendor shall provide insurance coverage as listed below. This insurance shall be provided at the Vendor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as additional insureds on the Vendor's Liability Policies.

The Vendor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Vendor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award.

If the City is damaged by the Vendor's failure to maintain such insurance and to so notify the City, then the Vendor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**XII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XIII. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_  
*Chief Procurement Officer*

Print Name: \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Works*

Date: \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

Certified that City funds are available in the following account number:  
0140123-527301

Approved as to Legal Form and Character

The City shall only be obligated to pay for further work beyond that covered by the encumbered amount recited above upon written orders issued by the City under the contract, each of which must have the certification of the Comptroller of Accounts that an appropriation is available therefore

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Comptroller of Accounts*

By \_\_\_\_\_  
*Mayor or her designee*

Date \_\_\_\_\_

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

**CITY OF NEWTON, MASSACHUSETTS**

**PERFORMANCE BOND**

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2022 for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_ day of \_\_\_\_\_ 2022.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Attachment A**

**CITY OF NEWTON**

**Contractors Certification**

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_ Certifies that:  
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

**Attachment B**

**CITY OF NEWTON**

**Subcontractors Certification**

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

\_\_\_\_\_ Certifies that:  
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor’s certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.