



TOWN OF NORWELL

HIGHWAY DEPARTMENT

345 MAIN STREET, NORWELL, MA 02061

Glenn C. Ferguson
Highway Surveyor

Office: (781) 659-8042
Garage: (781) 659-8040
Fax: (781) 659-0473

2018 – 2019 Snow & Ice Removal Request for Qualified Plowing Contractors

The Town of Norwell is requesting qualified plowing contractors and or individuals who wish to be considered for hire in snow and ice. The Highway Department for the Town of Norwell, in compliance with the provisions contained within Chapter 30B of the General Laws, respectfully request qualified contractors and/or individuals who wish to be considered for hire in our snow and ice control program.

The Highway Department will be engaging the services of trucks, loaders and assorted equipment for snow removal in several different categories. (Attached page 4 of 10). Qualified Plowing Contractors (QPC) who have successfully submitted all paper work and insurance certificates will receive first consideration. Consideration will be given to the QPC's who have successfully provided snow and ice removal services to the town in the past, or to the QPC's whose primary place of business or residence is in the Town of Norwell.

The Town of Norwell has established an hourly rate for each classification (Page 4 of 10).

The snow and ice season shall commence on November 12, 2018, and expire on April 30, 2019. All successful QPC's are expected to have their equipment ready at the beginning of each season and subsequently for each storm. The town will provide each QPC with a wearing blade. The town is not responsible for the installation of the wearing blade nor will allow for it to be installed on town property due to insurance stipulations. For routine repairs to your truck or plow, however, if equipment breaks down while engaged in snow and ice operations for the town, the Highway Department may assist in efforts to get the equipment back on the job at our discretion.

All hired equipment used for snow & ice control, after reporting to work, by instruction from the Highway Surveyor or his representative, shall be paid for the actual number of hours worked, the time to be computed to the nearest half hour. All streets shall be cleaned for their full paved width and all intersections shall be cleaned and pushed back each and every storm, regardless of snow depth. No QPC plow will leave its assigned route unless specifically ordered to do so by the Highway Surveyor or his designee. All plowing operations shall be continuous, and shall be continued without interruption unless said interruption is cleared with the Highway Surveyor or his designee. Equipment contracted by the Town of Norwell must not be engaged in any private work while under hire by the Town of Norwell.

It is the policy of the Town of Norwell that if a QPC is called for services and responds, he/she is to report to the Highway Department within one (1) hour from the time he/she is called. The contractor will be paid from the time appearing on the time card.

All QPC's shall be allowed a 15-minute paid break every four (4) hours and a 30-minute paid break every eight hours, for a total of 45 minutes every eight (8) hours. These times cannot be combined to extend break periods and breaks cannot be taken at the end of a shift. QPC's must notify the Highway Surveyor or his designee before any such break is taken.

The Town will supply ballast if needed however, it must be dropped in the designated area at the end of each storm.

Upon return of your completed forms, the Highway Surveyor or designee will arrange to inspect your vehicle(s) for proper safety lighting, tires, plow, hitch, and Manufacturers Gross Vehicle Weight sticker.

Please visit our web site at www.norwelldpw.com for additional information.



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Each QPC shall provide the following:

- 1.) A Photo copy of each vehicles registration showing the Manufacturers Gross Vehicle Weight.
- 2.) A Photo copy of every driver for each vehicle and or piece of equipment i.e., Driver's License, CDL license, and a Department of Public Safety Hoisting Engineering License where applicable.
- 3.) A Certificate of Liability Insurance coverage for each vehicle. (Town of Norwell MUST be listed as Additional Insured. Example attached)
- 4.) A copy of adequate Workingman's Compensation.
- 5.) A signed statement of non-collusion, signed under the penalties of perjury. State antitrust laws forbid collusion among bidders to fix prices.
- 6.) A signed statement of Revenue Enforcement and Protection Program.
- 7.) A signed Snow Removal Hired Equipment Agreement.
- 8.) A list of additional equipment which you may have available should conditions become extreme enough to warrant their use, i.e. bulldozers, loaders, backhoes, graders, etc.

Safety Lighting on all hired equipment must conform to all State requirements. The Town of Norwell reserves the right to inspect all vehicles for equipment requirements and to insure that all permitted accessories are as represented.

It must be made clear that there may be borderline snowstorms when only Town owned equipment is utilized and in turn supplemented with some, but not all hired equipment.

Your prompt attention in supplying this department with the requested information would be greatly appreciated. Should you have any questions or need further assistance feel free to contact the below administration.

Forms should be filled out and the Certificate of Insurance returned to the Norwell Highway Department, 345 Main Street, Norwell, MA 02061. Your immediate reply is very important, as we are presently in the process of preparing for this snow season. If you are not interested in plowing this year, please let us know as soon as possible so we may obtain other contractors.

As of January 1, 1996, holders of a Commercial Driver's License (CDL) will conform to the Town of Norwell and the U. S. Department of Transportation, Federal Highway Administration Drug & Alcohol Testing Regulations.

**QPC's will be responsible for supplying their own fuel and each contractor plowing for the Town must have Commercial Plates on their vehicles. If not, you can be fined, arrested and vehicles impounded by the State Police if you plow with private passenger plates. It is permissible to be insured on a Personal Policy and have Commercial Plates. **

If you have any questions call, Mary Hatcher #781-635-4878 or Denise Nestor #339-613-1798



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Extra Help Form

In the event the Highway Department is in need of extra drivers to operate town vehicles such as CDL dump trucks w/ sanders & plows, front end loaders, backhoes, pickups, etc. in its snow & ice removal operations during severe or prolonged winter weather events or due to illness or vacation of Town Union Employees and you or your employee(s) would like to be considered, please fill out the following:

Name: _____

Address: _____

Cell #: _____ Phone #: _____

Yes, I would be interested

No, I would not be interested

I understand, if interested, that I will be trained by the Town of Norwell Highway Department in driver training, equipment operation and specific sanding routes all of which will be gone over in detail before the snow season gets underway.

Rate of pay will be \$25.00 per hour without CDL License.

Rate of pay will be \$30.00 per hour with CDL License.



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Manufacturers Gross Vehicle Weight Hourly Rates Paid by the Town

A. Base Rate

Manufactures Registered Weight	Maximum Allowed
6,500 lbs. - 10,000 lbs. F-250 or equivalent	\$80.00
10,001 lbs. - 16,000 lbs. F-350 or equivalent	\$85.00
16,001 lbs. – 19,500 lbs. F-550 or equivalent	\$90.00
19,500 lbs. - 40,000 lbs.	\$95.00
10 Wheeler	\$115.00
Skid steer with Box Plow	\$110.00
Backhoe/Loader – Case 580 – or equivalent	\$120.00
Backhoe/Loader with Plow – Case 580- or equivalent	\$125.00
Loader-Cat 930/938 3.5 with cyd bucket or equivalent	\$130.00
Loader Cat with Plow – 930/938 or equivalent	\$140.00

Note: If you feel that your vehicle does not fall into one of the categories above it needs to be addressed before the season starts, please call.



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VEHICLE FORM (One Form per Vehicle)

Manufacturer: _____ Year: _____

Registration Number: State: _____ No. _____

Unit Description: _____ **Manufacturer's Registered Weight:** _____

Certificate of Insurance Issued: _____ Expires: _____

Insurance Company: _____

Federal I.D. or Social Security #: _____

NAME: _____

ADDRESS: _____

TELEPHONE #: _____ CELL PHONE #: _____

SIGNATURE: _____

OWNER OPERATED: YES _____ NO _____

**Please Return This Form Along with The Hired
Equipment Agreement & All other Information
Pertaining to Snow Removal as Soon as Possible**



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Snow Removal Qualified Plowing Contractor Agreement

The undersigned company or person hereby agrees to conform and abide by the following conditions set forth in this agreement.

1. To have all machinery under contract prepared for the Winter season by November 12, 2018.
2. To have qualified, experienced, and dependable operators for contract equipment, and to be familiar with the route to which they are assigned.
3. Commercial Plates on all hired vehicles.
4. To be mechanically prepared and on call 24 hours a day.
5. To report to the Highway garage ready for work within **1 hour** from time of notification by the Highway Surveyor or his designee.
6. QPC's will be responsible for supplying their own fuel, their own maintenance; plow wearing blade will be supplied.
7. All equipment will have a full fuel tank, flashing lights, plow lights etc., and all other equipment ready for work.
8. Operators will punch the time clock and will check with the Highway Surveyor or his designee upon commencement of work and upon completion of snow removal efforts. **NO QPC will leave without first notifying the supervisor or his designee.**
9. Equipment contracted by the Town of Norwell **Must Not** be engaged in any private work while under hire by the Town of Norwell.
10. If equipment breaks down, notify the Supervisor as soon as possible.
11. Courtesy will be the rule of the road at all times. Abusive language to the public will not be tolerated. If there is a controversy call the Supervisor.
12. In the event of a pending snow storm it is likely that you will be notified in advance to be ready to go. If for some reason you will not be available or your vehicle is down, we would appreciate a call in order that other provisions can be made for your route.
13. If there is a disabled vehicle in the travel way at night, stop and see if you may be of assistance in getting them the proper help. If necessary, call the Supervisor or Police.
14. In the event of an accident while engaged in snow removal operations for the Town of Norwell Highway Department, the QPC will go through the standard Department of Motor Vehicle procedures and notify the Surveyor or his designee immediately.
15. In the event of damage to Private or Town owned property i.e.: mailbox, fencing, stonewall, asphalt berm damage while engaged in snow removal etc., the QPC must notify the Surveyor or his designee.
16. Equipment under this agreement will be paid the corresponding hourly rate during the season (page 4 of 10).
17. As of January 1, 1996, holders of a Commercial Driver's License (CDL) will conform to the Town of Norwell and the U. S. Department of Transportation, Federal Highway Administration Drug & Alcohol Testing Regulations.
18. Non-compliance or disregard for any of these regulations is cause for the Highway Surveyor to terminate this agreement.
19. Above all, your safety is our chief concern. If you need help, notify the Supervisor immediately.

QPC/Owner's Signature _____ Date _____



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CERTIFICATE OF NON-COLLUSION

Pursuant to M.G.L., Chapter 30, Section 39M:

The undersigned certifies under 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 certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name & Title of person signing General Bid or Proposal

Name of business

Date



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TAX COMPLIANCE CERTIFICATION

I certify, under the penalties of perjury that the below mentioned firm or person, to my best knowledge and belief, has complied with all the laws of the Commonwealth relating to taxes.

Name [as used for business tax filing]

Business Address

Telephone Number

Fax Number

Email Address

Authorized agent of the Bidder [If a corporation, attach certificate of vote or apply corporate seal].

Name

Title

Date

Social Security # or Federal Identification #

Approval of a contract or other agreement will not be granted unless this certification form is signed by the applicant.

Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The Town is required to furnish a list to the DOR at the end of its Fiscal Year, showing the vendors to whom more than \$5,000 is paid during the twelve (12) months ending June 30. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49a, Certification Clause.



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ACORD™		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 10/28/20	
PRODUCER FAX		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Approved Plowing Contractor SAMPLE CERTIFICATE 345 Main Street Norwell, MA 02061		INSURERS AFFORDING COVERAGE			NAIC #	
		INSURER A: A Rated Insurance Carrier				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADDL DISTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	NOROSNOW-01-11	07/01/20	07/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	NOROSNOW-01-11	07/01/20	07/01/20	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000 AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	NOROSNOW-01-11	07/01/20	07/01/20	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
OTHER						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
Town of Norwell is added as additional insured for General Liability and Automobile Liability as required by written contract for snow plowing operations for 20. -20' season.						
CERTIFICATE HOLDER				CANCELLATION		
Town of Norwell 345 Main Street Norwell, MA 02061				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Authorized by Agency/Company Signature		
ACORD 25 (2009/01) FAX: 781.659.7795				© 1988-2009 ACORD CORPORATION. All rights reserved.		
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SAMPLE CERTIFICATE



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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)