

CITY OF WATERTOWN, MA
REQUEST FOR APPLICATIONS

SNOW PLOWING, SALTING AND SANDING

The City of Watertown is seeking contractors interested in Snow Plowing, Salting and Sanding. Contractors may now request application packages at the office of the Chief Procurement Officer, 149 Main Street, Watertown, MA, 02472 or at purchasing@watertown-ma.gov.

Parties interested in applying to be selected for Snow Plowing, Salting and Sanding work for the City of Watertown, MUST submit the following package to the Chief Procurement Officer:

1. Fill in & complete the two page “Snow Equipment Price List 2023-2024” for all equipment.
2. Fill in & complete the four-page City of Watertown Contract
3. Fill in & sign the attached W-9 tax form
4. Provide evidence of Liability Insurance coverage, for the categories & dollar amounts listed on page two of the Contract. This certificate MUST name the City of Watertown as the Certificate Holder. The policy coverage period must cover the entire period of this contract.

Partial or incomplete application packages will not be accepted. Once a completed application package is received, it will be reviewed by the Department of Public Works. Snow Plowing services are exempt from bidding pursuant to Massachusetts General Law chapter 30B, section 1(b)(17). If your application is approved, the City of Watertown Procurement Department will then sign & process the contract that you returned in your application and send a completed copy back to you for your records.

All snow contractors that are successfully contracted by the City of Watertown acknowledge and agree that they are acting as an independent contractor for all work and services rendered pursuant to the signed contract, and shall not be considered an employee or agent of the City of Watertown for any purpose. In addition, all contractors shall indemnify, defend, and hold the City actions, costs, and expenses, including attorney’s fees, arising out of the Contractor’s breach of this Contract or the negligence or misconduct of the Contractor, or the Contractor’s agents or employees.

The City of Watertown reserves the right to reject any and all offers for service or to waive any informality in the procedures, if deemed in the City’s best interest. Application packages will be available beginning October 25, 2023. Preference will be given to those applications received by November 8, 2023. Application packages may be obtained at the Office of the Chief Procurement Officer at City Hall, 149 Main Street, Watertown, MA, 02472 or by email request to purchasing@watertown-ma.gov. Applications may also be downloaded on the City of Watertown’s Procurement Department webpage. This is not a public bid opening. It is anticipated that multiple awards will be made to various vendors for this service at the sole discretion of the Department of Public Works.

Office Hours: M-F 8:30 – 5:00 p.m.

Brian Wyncoop - Chief Procurement Officer
City of Watertown
149 Main Street
Watertown, MA 02472

DEPARTMENT OF PUBLIC WORKS
EMERGENCY / SNOW / ICE RATES

Name:			
ITEM #	TYPE OF EQUIPMENT	2023-2024 RATE / HR	WRITE IN # OF CONTRACTORS COMMITTED PIECES
1	4 X 4 PICK UP with 8ft PLOW SINGLE REAR WHEEL 3/4 and 1 TON	\$140.00	
2	6 WHEEL 4 WHEEL DRIVE with 9ft PLOW 14,000/17,000/19,000 GVW	\$153.00	
3	6 WHEEL TRUCK with 10ft PLOW 21,000 GVW to 35,000 GVW	\$190.00	
4	10 WHEEL DUMP TRUCK or TRACTOR or TRIAXEL with 10ft / 11ft PLOW	\$220.00	
5	4 X 4 BACKHOE with 10ft PLOW CAT 420, 430, 710 JOHN DEER / CAT or EQUAL	\$220.00	
6	RUBBER TIRED LOADER with 10ft PLOW CAT 920 or EQUAL	\$180.00	
7	RUBBER TIRED LOADER with 10ft PLOW CAT 924 or EQUAL	\$210.00	
8	RUBBER TIRED LOADER with 10ft PLOW CAT 950 or EQUAL	\$270.00	
9	RUBBER TIRED LOADER with 10ft PLOW CAT 966 or EQUAL	\$280.00	
10	RUBBER TIRED LOADER with 10ft PLOW CAT 980 or EQUAL	\$310.00	
11	6 WHEEL TRUCK MOUNTED / SALT SPREADER 31,000 GVW WITH A MINIMUM 6 YARD HYDRAULIC OPERATED SAND / SALT SPREADER INCLUDING LIQUID CALCIUM TANKS.	\$225.00	
12	4 X 4 6 WHEEL TRUCK with SPREADER MIN. 2 YDS with 8ft PLOW	\$150.00	
13	18 WHEEL DUMP TRAILER FOR HAULING WINTER / STORM MATERIALS (no plow)	\$170.00	
14	TRI AXEL DUMP TRUCK FOR HAULING WINTER / STORM MATERIALS (no plow)	\$150.00	
15	10 WHEEL DUMP TRUCK FOR HAULING WINTER / STORM MATERIALS	\$145.00	
16	6 WHEEL DUMP TRUCK FOR HAULING WINTER / STORM MATERIALS MIN 26,000 GVW	\$115.00	
17	GRADALL with 48inch CLEAN UP BUCKET	\$257.00	
18	RUBBER TIRED SKID STEER LOADER BOBCAT 643 or EQUAL	\$100.00	
19	TRACK TYPE DOZER CAT D5 or EQUAL	\$210.00	
20	TRACK TYPE DOZER CAT D6 or EQUAL	\$247.00	
21	TRACK TYPE DOZER CAT D8 or EQUAL	\$273.00	
22	RUBBER TIRED EXCAVATOR with 48inch CLEAN UP BUCKET CAT 318 or EQUAL	\$236.00	

DEPARTMENT OF PUBLIC WORKS
EMERGENCY / SNOW / ICE RATES

23	SNOW MELTER	\$5,500.00	
24	52 INCH MAX WIDTH SIDEWALK TRACTOR with PLOW / BLOWER	\$260.00	
25	**EXCAVATION FOR SNOW DUMP WORK CAT 320/325 or EQUAL	\$280.00	
26	** EXCAVATION FOR SNOW DUMP WORK CAT 330 or EQUAL 48inch BUCKET	\$305.00	
	**CALL TIME FOR EXCAVATION SNOW DUMP WORK SHALL BE 2 HOUR AS THE PRESCRIBED EXCAVATION HOUR RATE TO BE CHARGED ONLY AT THE TIME OF MOBILIZATION TO THE DPW SITE. NO MOBILIZATION SHALL BE PAID FOR EXIT TIME.		

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number									
	-		-						
or									
Employer identification number									
	-								

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF WATERTOWN, MASSACHUSETTS

FY24 EMERGENCY STORM SERVICES/PLOWING/SANDING/SALTING

THIS AGREEMENT made this 25th day of October 2023 by and between the City of Watertown, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at the Administration Building, 149 Main Street, Watertown, MA 02472, hereinafter referred to as the "CITY", and _____ a Corporation in Massachusetts having a usual place of business at _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

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

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

1. Contract Documents. The Contract Documents consist of this Agreement, any Invitation for Bids or Request for Proposals, Instructions to Bidders, and the CONTRACTOR's Bid or Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of providing Emergency Storm Services/Plowing/Sanding/Salting on an on-call basis at the rates listed for each piece of equipment used at a per hour rate.
3. Term of Contract. This Agreement shall be in effect from October 25, 2023 and shall expire on June 30, 2024 unless terminated earlier pursuant to the terms hereof.
4. Compensation. The CITY shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement at the rate indicated in the rate sheet for each relative piece of equipment used for the period of time worked on the dates called upon.
5. Payment of Compensation. The CITY shall make payments within thirty (30) days after its receipt of Invoice.
6. Liability of the CITY. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.

8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the CITY actions, costs, and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. Insurance. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, naming the City of Watertown additional insured, as described below:

General Liability:	\$1,000,000 per occurrence \$1,000,000 general aggregate \$2,000,000 minimum umbrella/excess
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Workers' Compensation:	Mandatory coverage as required by the Commonwealth of Massachusetts
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B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. Assignment. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.

11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the CITY determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the CITY harmless from any loss, damage, cost, charge, expense, or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

B. Termination for Convenience. The CITY may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. Inspection and Reports. The CITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of his operation under this Contract in such detail and with such information as the CITY may request.
13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

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

CITY OF WATERTOWN, MA
By its: City Manager

City Auditor

George Proakis

Approved as to Form:

City Attorney

CONTRACTOR:

Company/Contractor Name

(Signature)

(Printed Name)

(Title)

Contractor's 24 Hour phone # _____

Contractor's Email Address _____