

CITY OF GARDNER

PURCHASING DEPARTMENT
95 Pleasant Street, Room 217
Gardner, MA 01440
978-632-0426

REQUEST FOR APPLICATIONS
(Snow Removal and Ice Control)
Exempt from MGL Chapter 30B

PROCUREMENT # 2026-017

ISSUE DATE: August 27, 2025

CITY OF GARDNER
Joshua Cormier
Director of Purchasing
jcormier@gardner-ma.gov

Required Submission Date: Monday, September 15, 2025 at 12:00 p.m. local time

Deliver Submission To: Purchasing Department, 95 Pleasant Street, Room 217, Gardner, MA

Envelope Marked: "2025/2026 SNOW REMOVAL AND ICE CONTROL"

Charges for Documents: N/A

Bid Bond: N/A

OSHA Training: N/A

Prevailing Wage Law: N/A

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***The Equipment List is the ONLY item due on September 15, 2025. After the list is reviewed by the DPW Director, or his designee, you may be contacted to complete the next steps.



**CITY OF GARDNER
PURCHASING DEPARTMENT
#2026-017**

The City of Gardner, acting through its Purchasing Agent, on behalf of the Department of Public Works, invites properly equipped, qualified contractors to register with the City for **SNOW REMOVAL AND ICE CONTROL** on an “as needed” basis for the winter 2025-2026 season.

The contract will include operators able to provide plowing, snow removal or sanding operations for the City of Gardner. Assignments for work under this contract are at the discretion of the Director of Public Works for primary and secondary contractors on an “as needed” basis.

Forms are available upon request by email to jcormier@gardner-ma.gov or on the City’s website at www.gardner-ma.gov and must be properly completed and returned no later than 12:00 PM on Monday, September 15, 2025.

All operators must be properly licensed, have a good driving record, and be fully insured for liability, worker’s compensation and employee liability. Equipment, licenses, and driving records may be inspected at the discretion of the Director of Public Works.

**EQUIPMENT MUST BE READY FOR INSPECTION BY OCTOBER 1, 2025.
THIS INCLUDES HAVING PLOW PUSHER, ETC., ON EQUIPMENT.**

All questions pertaining to this work are to be directed to Dane Arnold, Director of Public Works.

City of Gardner, MA
By Joshua Cormier
City Purchasing Agent

**CITY OF GARDNER
NOTICE TO CONTRACTORS
ON-CALL HOURLY SNOW REMOVAL AND ICE CONTROL SERVICES
REQUEST FOR APPLICATIONS #2026-017**

The City of Gardner is issuing this Request for Applications for contractors (Contractors) to be approved as eligible to provide on call snow plowing services at a fixed hourly rate based on the Contractor's vehicle and blade size. Approved Contractors will be listed on a roster of approved snow plowing Contractors that the City may call to plow from time to time on an as needed basis. Approval does not guarantee that the Contractor's services will be used, and the City has sole discretion to call or not call Contractors in any manner and in whatever order it elects.

This procurement is not subject to the provisions of M.G.L. Chapter 30B

The Purchasing Department will publicly advertise, at one time, on Wednesday, August 27, 2025, for Snow Removal, Ice Control and other related work for the 2025/2026 winter season. The term of this contract shall be from a "To Be Determined" date in November of 2025 through June 30, 2026. Documents will be available on the City's website at www.gardner-ma.gov/Bids.aspx after 10 am on Wednesday, August 27, 2025. The Documents shall be available through the winter season and Contractors may apply for approval at any time. There will be no charge for the contract documents.

The following items are attached and made part of this solicitation:

1. Specifications for On-Call Hourly Snow Removal and Ice Control Services
Including insurance requirements
2. Fixed Rate Sheet
3. Schedule of Trucks and Equipment Form
4. Required Forms
5. Sample Contract
6. W-9 Form

Please return, no later than 12:00 PM on Monday, September 15, 2025, just one copy of the Truck and Equipment Form (item #3 listed above). Fill in all information, as requested.

You will be contacted by a City representative to set up an inspection of your equipment.

If your equipment is approved, you will be directed to fill out and sign the remaining forms and deliver them to the Purchasing Department at 95 Pleasant Street, Room 217, Gardner, MA 01440.

If selected, you will be required to provide proof of insurance, as outlined below. If you fail to provide the required insurance, you will not be issued a contract for plowing.

Certificate of Property Damage and Liability Insurance: The Certificate of Insurance must state that it covers snow plowing and removal operations in the City of Gardner. All vehicles to be used for snow plowing, in Gardner, must be listed on the certificate. The City of Gardner must be named as an additional insured.

Worker's Compensation Insurance: Worker's Compensation Insurance must be provided in any instance where an employee of the Contractor will operate a piece of equipment. For purposes of City

snowplow contracts, the “Contractor” is the person who has entered into a contract with the City and an employee would be considered anyone other than the “Contractor” who will be operating snowplow equipment. If the Contractor is a sole proprietor and uses only one piece of equipment, or if the Contractor is part of a partnership and both partners will be the only ones operating the equipment, then Worker’s Compensation Insurance will not be required. That is the only exception to the rule.

Partnership/Subcontractors: If the Contractor is one part of a partnership, a partnership statement (form to be supplied by the City upon request) must be signed, and all partners who will be operating snowplow equipment must sign an indemnification agreement form (supplied by the City).

There are no other general exceptions to the requirement for Worker’s Compensation Insurance.

Contractors are not permitted to hire subcontractors to perform services under the contract unless the City has agreed to this in writing by the DPW Director and/or his designee. The agreement must be in place prior to any work starting. All approved subcontractors shall be subject to all of the terms and conditions of the Contractor (inspections, insurance, license, etc.).

Inspection: The DPW, and/or the City, reserves the right to reject equipment not required. Upon successful equipment inspection and acceptance of documentation, the City will then draw up the contracts with the equipment listed from the form presented. **No equipment shall be hired unless and until the DPW has completed its inspection of the vehicles offered and an executed contract is on file.**

Municipalities in Massachusetts are not required by law to publicly bid contracts for snow plowing. Interested Contractors should take note that the provisions of the bidding laws DO NOT APPLY to this solicitation. To obtain qualified Contractors only, the City of Gardner has voluntarily undertaken this Request for Applications (RFA). The City also reserves the right to engage in negotiations with Contractors after the bid due date.

**CITY OF GARDNER
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR CONTRACTED ON-CALL HOURLY
SNOW REMOVAL AND ICE CONTROL SERVICES**

Municipalities in Massachusetts are not required by law to publicly bid contracts for snow plowing. Interested Contractors should take note that the provisions of the bidding laws DO NOT APPLY to this solicitation. To obtain qualified Contractors only, the City of Gardner has voluntarily undertaken this Request for Applications (RFA). The City also reserves the right to engage in negotiations with Contractors after the due date.

I. Introduction

The City of Gardner intends to contract for snow plowing equipment on an hourly basis for both normal snow plowing and snow removal. To facilitate the snow removal efforts, the Department of Public Works (DPW) has established snowplowing routes and has evaluated the number and type of equipment needed by each route. When a Contractor is notified to provide plowing services, its equipment will be assigned to a specific route for that day during all normal plowing operations.

The City of Gardner's Fixed Rates for snow plowing equipment have been established and are attached to this document.

There shall be one or more designees from the DPW to inspect the equipment and confirm that the Contractors have met their obligations under this RFA.

II. Responsibilities of Contractors

- A. Equipment contracted for must be available seven days a week, 24 hours per day, including holidays. The need for each piece of equipment contracted for will be determined by the DPW Director or his designee and must be capable of responding within one hour of notification to report. Only vehicles and equipment responding within the allotted notification period shall be paid for call-out time in accordance with the attached Rate Schedule.
- B. Upon execution of a contract, each piece of equipment contracted for plowing operations will be assigned by the DPW to a particular route. The DPW Director, or his designee, will assign all routes and specific equipment as needed. Not all pieces of equipment will be utilized during every event. Utilization of accepted equipment is at the discretion of the DPW Director, or his designee. Streets on all routes are to be plowed in the sequence designated by the DPW Director, or his designee. It shall be the Contractor's responsibility to become familiar and to familiarize any drivers, other than Contractor, with the route. Supervisory personnel of the DPW will be available to assist in this familiarization and to advise the Contractor of any special conditions which may be encountered on the route.
- C. Vehicle Inspection
 - 1. The Contractor accepts full responsibility to schedule vehicle inspections at a location to be determined by the DPW Director, or his designee. Inspections are by appointment only.

2. All vehicles or equipment must, at the time of inspection, fully meet all conditions set forth in this RFA. All equipment must be inspected by DPW prior to use during any snow event. The Contractor's plow must also pass inspection. If the vehicle or equipment does not pass, the Contractor may modify the vehicle or equipment and request a re-inspection or supply another vehicle or piece of equipment after submitting the necessary paperwork to the Purchasing Agent and receiving authorization to re-inspect. Under no circumstances will a Contractor be given a third opportunity to pass inspection.
- D. The Contractor shall be responsible for all fuel and repairs to its vehicles and equipment. Further, it shall be the Contractor's responsibility to assure equipment availability at all times during plowing operations. The City reserves the right to terminate a contract at any time for failure of vehicle or equipment availability.
 - E. Vehicles or equipment called in must arrive at its designated check-in point within one hour of being called and must be ready to begin plowing operations upon its arrival. Equipment shall be paid for actual number of hours worked. A timecard shall be punched at the DPW Garage, located at 416 West Broadway. There will not be any minimum hourly work period paid for any one storm. Any quantities stated in this RFA are approximate and should not be interpreted by the Contractor as actual quantities of work to be performed.
 - F. For streets, contracted plowing operations shall be performed as close to bare pavement as possible and all streets should be widened to maximum width. All intersections shall be cleaned to their full width. Care will be made not to pile snow on sidewalk corners but pushed beyond the radii and equally distributed along the curb line. A plowing operation shall not be deemed complete until it has met the above standards to the approval of the DPW Director, or his designee.
 - G. All plowing operations shall be continuous and shall be continued without interruption unless said interruption is authorized by the DPW Director, or his designee. The maximum chargeable time is not to exceed 22 ½ hours per calendar day (Labor Law: Operator entitled to a 30-minute meal period for every six hours worked). Meal period is not paid for by the City. Contractor is obligated to notify the DPW Director, or his designee, at the beginning and end of each meal period. Contractor will be immediately dismissed from plow route and Plowing Contract will be terminated with the City of Gardner if the Contractor fails to give such notification.

III. Operations

- A. The DPW Director, or his designee, shall supervise all plowing operations within the City and will be responsible for inspecting each route plowed by the Contractor.
- B. Vehicles and equipment must check in and check out from the DPW Garage at 416 West Broadway. Contractors must arrive fully fueled and ready to initiate plowing operations.
- C. All Contractors must have access to a cell phone to both relay and receive information from the DPW Director, or his designee. An updated list of operator names with affiliated equipment and cell phone numbers must be provided by the Contractor at each check-in. Contracted operators will be provided with a contact phone number to speak with the DPW Director, or his designee, to address in-field issues.

IV. Equipment Specifications

- A. The vehicles and equipment to be furnished under the contract must be in accordance with all specifications and fully comply with any and all applicable Motor Vehicle Laws of the Commonwealth of Massachusetts including showing a valid Massachusetts State Registration.
- B. All vehicles and 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.
- C. The City reserves the right to reject any vehicle or piece of equipment that does not pass City inspections and road tests or does not comply fully with this specification at any time during the term of the contract.
- D. The rates set forth in the schedule 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. No additional payments for any of the above items will be made.
- E. Any vehicles or 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 DPW Director or his designee.
 - 1. Each piece of equipment shall have a minimum of one (1) amber flashing light mounted on the cab roof of the highest practical point of the machinery. Amber flashers must be visible to both oncoming and overtaking traffic and shall have a minimum of 32 candlepower and frequency of 50-60 times per minute.
 - 2. Vehicles with a tare weight in excess of 10,000 pounds shall have two (2) additional flashing red lights mounted on either side of their rear assemblage, no less than six (6) feet above the roadway and shall have a minimum of 25 candlepower and no less than six (6) inches in diameter.
 - 3. Any ballast required must be supplied by the Contractor.
 - 4. Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the pavement.
 - 5. All electrical and mechanical systems to be in excellent operating condition.
- F. Vehicles and equipment will be contracted on the basis of the hourly rates specified for each specific type of equipment.
- G. Use of walking behind equipment, for any portion of the snow removal process, will not be accepted.
- H. The DPW Director, or his designee, shall make the final decision as to vehicles and equipment sizes and categories, blade measurements and bucket capacities.

V. Plowing Requirements

- A. Plow streets from the center and to the curb or edge of pavement.

- B. Snow from the intersections must be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved, and snow deposited on tangent sections of streets beyond curved radii.
- C. Do not turn around in private driveways.
- D. Plow at a speed which is sufficient to move the snow, but not excessively.
- E. Plow with a loose hoisting chain so plow rides on casters.
- F. Plow all streets the full width of pavement.
- G. One-Way Streets: One-way streets shall be plowed to each curb. That is, the operator shall plow the left side of the centerline of the street to the left side and plow the right side of the centerline to the right side, and, at no time shall the contractor/operator plow a one-way street the wrong way against traffic pattern without the express permission of the DPW Director, or his designee.
- H. Plowing Dead End Streets: The contractor/operator shall not push snow into the end of a dead-end street. Near the end of a dead end, he shall pick up the plow blade, proceed to the end of the street, drop the blade and pull the snow back from the end of the street far enough so that he can turn around and push the snow out from the end of the street.
- I. Blocked Streets: If a street is blocked, the contractor/operator shall make every attempt to bypass the blockage. If unable to bypass the blockage, the driver shall immediately inform the DPW Director, or his designee, of the blockage. If the blockage is removed within a reasonable time, the contractor will then plow the street.
- J. Intersections: The contractor must assume responsibility to ensure that the intersections and curb radii are properly cleared, with no residual snow left remaining at the intersection.
- K. Intersection Corners: Snow left at intersection corners is to be no more than normal residual at the side of the road.
- L. Snowpack: It is not acceptable to leave snowpack of any depth along City streets after the passing of a contractor's plow.

GENERAL CONDITIONS

1. The workday runs from 12:01 a.m. to 12:00 midnight.
2. Hauled snow shall be transported to a location specified by the DPW Director or his designee.
3. Compensated time will begin only when the equipment hired arrives at the specified operating site and will end at the time of release in the field. Invoices must be submitted within 10 days of any billable event and must include date, type of equipment, time of start, time of completion and rate. The DPW Director will approve all invoices prior to payment. No compensatory time is

allowed for the attachment or detachment of plowing equipment, for travel, stand-by, or meals. After reporting to work as instructed, all hired equipment used for snow removal and ice control shall work for the period of time required as determined by the DPW Director, or his designee, for any one storm. No time will be paid for equipment that is inoperative due to breakdown.

4. Certificates of Insurance covering Worker's Compensation must be submitted covering the dates of the contract. Worker's Compensation is required as described below:
 - (a) All lessors of two (2) or more pieces of equipment must have Worker's Compensation Insurance.
 - (b) Contractors planning on using subcontractors or other employees to operate the equipment but have Worker's Compensation Insurance.
 - (c) When lessor offers one (1) piece of equipment and proposes to operate the equipment personally, Worker's Compensation is not required.
5. The City of Gardner shall be named as additional insured on all certificates of insurance. 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 or work called for under this contract, provided that any such claim, damage, loss, or expense (i) 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 from, and (ii) 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 acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
6. Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period. All vehicles must be listed on the insurance certificate.
7. Insurance limits shall not be less than: \$1,000,000 in bodily injury and property damage on account of any one person and \$1,000,000 on account of any one accident and \$1,000,000 in the aggregate: \$1,000,000 in automobile and truck liability, including hired vehicles, on account of any one person and \$1,000,000 on account of any one accident and \$1,000,000 for each occurrence for property damage liability. All policies and certificates shall contain an endorsement requiring at least thirty (30) days' written notice of non-renewal, restrictive amendment, or cancellation of coverage to the City. Failure to provide insurance as established above shall be considered a breach of Contract and grounds for termination of the Contract.
8. Repair plates cannot be used for registration of vehicles used under this contract.
9. No payments will be made until an approved contract is on file with the City's Purchasing Agent.
10. It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under existing state laws and regulations.
11. It is the responsibility of the contractor to keep the insurance and registration of a vehicle current during the life span of the contract. Registration changes shall be reported to the Purchasing Department.

12. All vehicles and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.
13. The snow removal services solicited under this RFA are not subject to the procurement procedure requirements of the Uniform Procurement Act, M.G.L. c. 30B, §1(b)(17). While it is the intent of the City to conduct an advertised process, the only terms and conditions of the procurement are those set forth in this RFA and the terms of the statute shall apply only at the discretion of the City.

CITY OF GARDNER

**FIXED RATE SHEET
2025/2026 WINTER SEASON**

MAXIMUM HOURLY RENTAL RATES (Operator and Fuel Included, Effective 11/1/25 to 06/30/2026)

CODE CLASS	TYPE OF EQUIPMENT	MINIMUM PLOW SIZE	RATE NOT TO EXCEED
PLOWING			
A	Pickup Truck (min ¾ ton), 4-Wheel Drive, with Reversible Plow	9'	\$95.00/Hour
B	One Ton Dump Truck, 4-Wheel Drive	9'	\$100.00/Hour
C	6-Wheel Dump Truck	10.5'	\$110.00/Hour
D	10-Wheel Truck	11'	\$135.00/Hour
E	Front End Loader	10.5'	\$125.00/Hour
F	Backhoe		\$110.00/Hour
SNOW REMOVAL			
G	10-Wheel Truck		\$105.00/Hour
H	Trailer Dump		\$110.00/Hour
I	Front End Loader, two yards or less		\$105.00/Hour
J	Front End Loader, three yards or less		\$110.00/Hour
K	D6-D8 Dozer Cab, with operator		\$110.00/Hour
*SPREADER			
L	Six cubic yards to under ten yards		\$110.00/Hour
*FRONT END LOADER			
M	Two cubic yards to four cubic yard bucket		\$110.00/Hour

*Spreader and Front-End Loader / Depot Loading will be utilized only after all qualified City forces have been exhausted, typically at the end of a long duration storm. The Director of Public Works will determine when services will be utilized.

Equipment must be ready for inspection by October 1, 2025. This includes having plow, pushers, etc., on equipment.

CONTRACTOR: _____

Contract #2026-017

ADDRESS: _____

TELEPHONE NO: _____

**202-2026 SCHEDULE OF TRUCKS AND EQUIPMENT FORM FOR HOURLY SNOW PLOWING SERVICES
MUST BE SUBMITTED NO LATER THAN 12:00 PM ON MONDAY, SEPTEMBER 15, 2025.**

No. 1

Manufacturer: _____

Model/Type: _____ Year _____

VIN # _____

GVWR: _____

of Wheels: _____

Blade Size (Feet): _____

Bucket/Dump Size (CY): _____

Plate # _____

Hourly Rate for Plowing: _____

No. 2

Manufacturer: _____

Model/Type: _____ Year _____

VIN # _____

GVWR: _____

of Wheels: _____

Blade Size (Feet): _____

Bucket/Dump Size (CY): _____

Plate # _____

Hourly Rate for Plowing: _____

Signature of Contractor: _____

No. 3

Manufacturer: _____

Model/Type: _____ Year _____

VIN # _____

GVWR: _____

of Wheels: _____

Blade Size (Feet): _____

Bucket/Dump Size (CY): _____

Plate # _____

Hourly Rate for Plowing: _____

No. 4

Manufacturer: _____

Model/Type: _____ Year _____

VIN # _____

GVWR: _____

of Wheels: _____

Blade Size (Feet): _____

Bucket/Dump Size (CY): _____

Plate # _____

Hourly Rate for Plowing: _____

CONTRACTOR: _____

Contract #2026-017

ADDRESS: _____

TELEPHONE NO: _____

**202-2026 SCHEDULE OF TRUCKS AND EQUIPMENT FORM FOR HOURLY SNOW PLOWING SERVICES
MUST BE SUBMITTED NO LATER THAN 12:00 PM ON MONDAY, SEPTEMBER 15, 2025.**

No. 5

Manufacturer: _____

Model/Type: _____ Year _____

VIN # _____

GVWR: _____

of Wheels: _____

Blade Size (Feet): _____

Bucket/Dump Size (CY): _____

Plate # _____

Hourly Rate for Plowing: _____

No. 6

Manufacturer: _____

Model/Type: _____ Year _____

VIN # _____

GVWR: _____

of Wheels: _____

Blade Size (Feet): _____

Bucket/Dump Size (CY): _____

Plate # _____

Hourly Rate for Plowing: _____

Signature of Contractor: _____

No. 7

Manufacturer: _____

Model/Type: _____ Year _____

VIN # _____

GVWR: _____

of Wheels: _____

Blade Size (Feet): _____

Bucket/Dump Size (CY): _____

Plate # _____

Hourly Rate for Plowing: _____

No. 8

Manufacturer: _____

Model/Type: _____ Year _____

VIN # _____

GVWR: _____

of Wheels: _____

Blade Size (Feet): _____

Bucket/Dump Size (CY): _____

Plate # _____

Hourly Rate for Plowing: _____

INDEMNIFICATION AGREEMENT

Date: _____

Should _____, hereinafter called the "Contractor", perform snow plowing and ice control services for the City of Gardner during the 20254-2026 winter season, then the following shall apply:

The Contractor, in consideration for the opportunity to perform such services, hereby agrees to 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 such work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

Witness

Contractor

AFFIDAVIT

Date: _____

_____ hereby certifies that all equipment listed on the attached
(Contractor)
schedule of equipment is owned or leased by the Contractor and insured by the Contractor for use during the snow removal operations and that no equipment other than those pieces which appear on the attached schedule shall be used by _____, in performance of snow removal work, for the City of Gardner, without the City's prior approval.

Witness

Contractor

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A and requirements of the City, the undersigned, acting on behalf of the Contractor, certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

***Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

*The provision in this Certification related to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

***Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made in good faith and submitted in good faith and 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 or individuals.

Signature of Individual

Name of Business



**CITY OF GARDNER
CONTRACT FOR SNOW REMOVAL & ICE CONTROL**

This document is an AGREEMENT for SNOW REMOVAL AND ICE CONTROL as required by the City of Gardner (“the City”) for the 2025/2026 season, effective November 1st, 2025 to June 30, 2026.

The undersigned Contractor agrees to provide fuel and operators for stated equipment at the stated rates for snow removal and ice control as required by the City of Gardner.

Rates for hired equipment are based on the maximum hourly rental rates on the attached schedule with no premium rates for nights, Saturdays, Sundays, and Holidays. All Operators shall be available at all times, seven days per week including holidays.

Assignments for work under this contract are at the discretion of the Director of Public Works or designee for primary and secondary Contractors and/or on an “as needed” basis. Operators must be able to respond within one hour of notification to report. Operators will work through until assigned route is completed. Contractor will be available for additional assignments upon completion of the assigned route.

Contractors supplying equipment requiring a Commercial Drivers License (CDL) shall provide verification that the Operator(s) is enrolled in a random drug and alcohol testing program meeting Federal D.O.T. regulations (49CFR). The City will not be responsible for any costs associated with the drug testing requirements.

The Director of Public Works and/or his designee shall have the right to examine all equipment offered for this agreement at any time, to make certain all equipment meets or exceeds the requirements of this contract.

Contractors shall be responsible for protecting their own work and all nearby properties from damage from their performance with particular attention to trees, shrubs, lawns, steps, walks, mailboxes, etc. It shall be the Contractors’ responsibility to immediately report any damage(s) to the Director of Public Works or designee.

All vehicles must have both a valid State Inspection Sticker and be DOT certified. All vehicles shall be properly registered with the State of Massachusetts. No repair, dealer or farm plates are allowed. All operators under this contract must possess a valid driver’s license and have a good driving record. Licenses may be inspected at the discretion of the Public Works Director.

Chapter 268A of the General Laws regarding Conflict of Interest may apply under certain circumstances.

Contractor’s equipment must be covered by all types of insurance necessary for protection of the City of Gardner while performing services under this contract. Prior to execution of this contract, the Contractor must provide the City of Gardner with Certificate(s) of Insurance to protect from claims under Worker’s Compensation and from any other claims for damages which may arise from operations under this agreement. Independent Contractors and Owner/Operators must provide evidence of Worker’s Compensation and Employee Liability Insurance, and shall not be allowed to collect on the City’s Worker’s Compensation policies.

In no case shall the limits be less than: \$1,000,000 in bodily injury and property damages on account of any one person and \$1,000,000 on account of any one accident and \$1,000,000 in the aggregate; \$1,000,000 in automobile and truck liability, including hired vehicles, on account of any one person and \$1,000,000 on account of any one accident and \$1,000,000 for each occurrence for property damage liability. A Certificate of Insurance naming the City of Gardner as certificate holder shall be filed with the Purchasing Agent prior to commencement

of any Contract operations. The "Description" section shall contain the following sentence: "The City of Gardner is an additional insured under this policy." All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice of non-renewal, restrictive amendment, or cancellation of coverage to the City. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein. Failure to provide insurance as established above shall be considered a breach of Contract and grounds for termination of the Contract.

The Contractor indemnifies and shall at all times save and hold harmless the City of Gardner, its officers, attorneys, employees, and agents, from and against any and all claims, demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and reasonable expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the negligent performance, activities, operations, conduct or omissions of the Contractor, or any of its agents or the employees of either, regardless of whether or not they are caused in part by a party indemnified hereunder.

Owners must furnish a sworn weight slip showing the tare weight of the truck which shall be the weight of the truck and empty body without ballast; the tare weight of the tractor part of a semi-trailer unit shall be the weight of the tractor and its ballast. Any ballast required must be supplied by the Contractor. All trucks shall have chains available and a minimum of three (3) flares for emergency use.

All hired equipment, while working on the City's roads and parking lots, shall have a minimum of one (1) amber flashing light mounted on the cab roof of the highest practical point of the machinery. Amber flashers must be visible to both oncoming and overtaking traffic and shall have a minimum of 32 candlepower and frequency of 50-60 times per minute. Vehicles with a tare weight in excess of 10,000 pounds shall have two (2) additional flashing red lights mounted on either side of their rear assemblage, no less than six (6) feet above the roadway and shall have a minimum of 25 candlepower and no less than six (6) inches in diameter.

Compensated time will begin only when the hired equipment arrives at the operating site specified and will end at the time of release in the field. Invoices must be submitted within 10 days of any billable event and must include date, type of equipment, time of start, time of completion and rate. The Director of Public Works will approve all invoices prior to payment. No compensatory time is to be allowed for the attachment or detachment of plowing equipment, for travel, stand-by, or meals. After reporting to work as instructed, all hired equipment used for snow removal and ice control shall work for the period of time required as determined by the Director of Public Works and/or designee for any one storm. No time will be paid for equipment inoperative due to breakdown.

Equipment shall be paid for actual number of hours worked. A time card shall be punched at the Department of Public Works Garage located at 416 West Broadway. There will not be any minimum hourly work period paid for any one storm. Quantities stated in the schedule are approximate and should not be interpreted by the Contractor as actual quantities of work to be performed.

Hourly rental rates include and cover all materials, performance of all labor, requisite or proper, and providing of all machinery, tools, apparatus, etc. necessary to fulfill the contract in the manner set forth, described and shown in the specifications in in the form of contract, and the delivery thereof as required and specified.

The maximum chargeable time is not to exceed 22 ½ hours per calendar day (Labor Law: Operator entitled to 30-minute meal period of every six hours worked.) Meal period is not paid for by City. Contractor is obligated to notify the Highway Department at beginning and end of meal period. Contractor will be immediately dismissed

from plow route and Plowing Contract will be terminated with the City of Gardner should the Highway Department not be notified of such meal period.

The City may terminate a snow removal and ice control agreement with a Contractor that fails to perform under the terms of this agreement or fails to work in harmony with the City, Director of Public Works, or designee in following instructions or work schedules from such City official(s).

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Date: _____

By Authorized Signature

Social Security or Federal ID Number

Contractor, Company, Corporation

Business Telephone

Business Address

Emergency Telephone

City, State, Zip

I hereby certify I have interviewed the Owner/Operator and inspected the equipment listed and registration(s) thereof, and that the equipment is in satisfactory condition to the best of my knowledge.

CITY OF GARDNER, by its Mayor

Dane E. Arnold, Director of Public Works

Michael J. Nicholson

CITY AUDITOR who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth.

Approved as to form:

City Solicitor

THIS CONTRACT WILL NOT BE FULLY EXECUTED UNTIL RECEIPT OF INSURANCE CERTIFICATES