

Town of Holliston - Highway Department

SCOPE OF WORK

The work shall consist of the furnishing of such equipment and services as may be ordered by the Highway Superintendent or his authorized agent. The work shall be conducted in accordance with the Town of Holliston Highway Department schedule. Said work may be at the discretion of the Town, and scheduled anytime during Fiscal Year 2023.

CONTRACT PERIOD

Contract period shall be in effect for the period of November 1, 2022 through June 30, 2023.

PROTECTION

The Contractor will be held responsible for the protection of all property, public and private. Care shall be exercised to ensure that personal and real property is not damaged. The Contractor shall be responsible for restoration and /or replacement of property so damaged.

TELEPHONE NUMBERS

The following two (2) telephone numbers are available to receive calls at the garage between the hours of 7:00 a.m. to 3:30 p.m. daily and also after these hours during winter storms. If telephones are not answered personally a message may be left 24 hours per day 7 days per week.

**(508) 429-0615 or 429-0616**

STORM CENTER

The Town's Storm Center will be located at the Highway Garage, 63 Arch Street, Holliston.

RADIO CONTROL

A working cellular phone or pager is required in all vehicles for the 2022/2023 Winter Season. If you have any problems whatsoever during a storm, make an effort to first contact the Highway Supervisor who can immediately contact the garage by radio and probably secure the help or assistance you may need as soon as possible.

VEHICLES INTERFERING WITH OPERATIONS

If you encounter vehicles parked on the street that hinder your snow removal operations, PLEASE NOTIFY THE HIGHWAY OFFICE AS SOON AS POSSIBLE. The Town has the authority to control this problem of which the following pertinent sections are set forth:

## SNOW REMOVAL-OBSTRUCTIONS

ARTICLE XVIII PUBLIC WAY AND PLACES Section 3.

The Superintendent of the Highway Department, for the purpose of removing or plowing snow or removing ice from any way, may remove or cause to be removed to a public garage or some other convenient place any vehicle interfering with such work and the owner thereof shall be liable in contract to the Town for all reasonable costs of such removal and storage.

## SNOW REMOVAL - ALL NIGHT PARKING

ENFORCEMENT: CHAPTER 90 - SECTION 20A 1/2 OF THE MASSACHUSETTS GENERAL LAWS  
“In the event of a snow storm after November 1, all vehicles must be off the roadways.

Residents are responsible for being off the streets during snow removal and will be subject to ticketing and/or towing when hampering snow removal and cleanup operations.

No vehicles will be allowed on the roadways between the hours of 1:00 a.m. and 6:00 a.m. The ALL NIGHT PARKING BAN will be in effect until April 1.”

## WEEKEND PREPAREDNESS - PLOWING

It is strongly recommended that the Contractors attach their plows to their equipment every Friday afternoon, or on a day preceding holiday, during the months of December, January, and February which are normally the most severe snow months. It is also suggested that the Contractors attach their plows every weekend or before a holiday from November 15, 2022 through April 30, 2023, so as to always be prepared to immediately begin plowing operations without having to take the time to attach a plow following notification by the Town.

It is to the Contractor’s as well as the Town’s advantage to attach the plow at the end of the day before they go home. We are all aware of the difficult task that can face us late at night or early in the morning when it is dark and cold and we are half awake trying to attach a plow. The Contractor must agree that at the end of each day that his equipment is fully fueled and be on a “Ready to Plow” basis. By keeping abreast of the weather forecast by local radio and television, coupled with the fueling of the equipment and attaching the plow at the end of each day, the Town will be assured of the most efficient and cost effective snow removal operation possible.

## SUGGESTED ROUTINE GUIDELINES (TIPS) FOR EVERY STORM

Contractors must contact the Highway Superintendent when notification of a storm is evident as to their equipment and availability status.

Those who have been in the winter maintenance field for a number of years know that no two storms are exactly alike. Many variables in a winter storm commonly interact to produce varying pavement surface effects such as:

*Temperature, Wind (both to produce wind-chill effect and to cause drifting of snow), Rate of precipitation, usually measured in inches per hour, Type of precipitation--snow, sleet, freezing rain, etc., Total accumulation of precipitation and its water equivalency, Cloud cover, which affects both daytime sunlight and nighttime radiant cooling.*

Considering only these few obvious factors yields hundreds of possible total changeable variations in a single storm. Moreover, conditions during the storm vary considerably from one hour to the next and one community to the next. Historically, many storms in this part of New England develop early in the morning or late in the afternoon, just at the peak traffic hours.

**WHEN THE SNOW DOES START, ONE GOAL BECOMES PARAMOUNT: DO NOT LET THE STORM GET AHEAD OF YOU.**

1. Do not overload the trucks with ballast.
2. Maintain a reasonable speed at all times.
3. Report any and all vehicle mechanical problems to the Highway Supervisor.
4. Keep the Supervisor notified of your location on or near an hourly basis.
5. At the end of each plowing or sanding operation, check your vehicle's oil, fuel, tires and windshield wipers.
6. At the end of each plowing operation, check your snow plow condition, particularly for worn blades, missing pins, bolts, etc.

CALL OUT TIME - DEPTH OF SNOW : "NEAR" TWO (2) TO THREE (3) INCHES

In most storms, the Town will begin to plow when the snow is still falling and is approaching, or has reached a depth of near two (2) to three (3) inches. This depth is not to be construed as a specific starting time to plow snow; it is only to be followed as a standard that will be used by the Town in calling out the Contractors during the winter months. When the Town begins to plow, the Contractors, in almost every instance, will begin to plow. Each storm we encounter will be different in its intensity and character. Thus, the Contractor can, in almost all storms, assume that when the weather forecaster predicts an accumulation greater than three (3) inches, he will be expected to actually begin plowing operations when the snow is near or at a depth of two (2) to three (3) inches. In situations where total snow accumulation is predicted to be less than four (4) inches, contractors with large trucks need to be aware that they may not be needed and therefore not called to come in.

If the Contractor, for any reason, questions whether or not he has been called during any storm, it shall be his responsibility to call the office or the garage to confirm whether he is or is not to plow. It is to be clearly understood by all, that this is a dual responsibility of the Contractor and the Town working together.

RESPOND TIME

A Contractor is expected to report to the Highway Garage within 30 minutes of notification. (see attached sheet)

If for any reason this cannot be upheld the Highway Supervisor must be notified immediately. Failure to respond on time without notification will allow the Town to back charge the Contractor for its hindrance.

CHAINS - AVAILABILITY OF

The Contractors and the Town Highway Department has historically over the years, not needed to use chains for plowing. Nevertheless, chains should be available in case a specific emergency situation ever develops and the snow plowing vehicles cannot operate without them.

BALLAST - MANDATORY

THE CONTRACTOR MUST HAVE ADEQUATE BALLAST ON HIS TRUCKS AT ALL TIMES. THE TOWN, IF REQUIRED, WILL SUPPLY SAND FOR BALLAST. IT MUST BE RETURNED AT THE END OF THE STORM OR SEASON. IN THE EVENT THE BALLAST IS NOT RETURNED THE CONTRACTOR WILL BE CHARGED A RATE OF SIX (6) DOLLARS A CUBIC YARD.

SAFE LIGHTING

All equipment must be equipped with adequate warning and flashing lights to insure the vehicle and the operator of safe lighting protection as outlined by the Registry of Motor Vehicles for the operation of on-road construction equipment.

INSURANCE

The Contractor shall furnish evidence to the Highway Superintendent that he carries the following insurance:

Public Liability: \$100,000.00/\$300,000.00  
Property Damage Liability: \$100,000.00/\$300,000.00

The Contractor shall carry and maintain this insurance until the work has been accepted by the Highway Superintendent or his representative.

In case of suits or claims for damages the Town may withhold such portions of any payments that may be due thereunder, as may be considered necessary to cover said suits and claims, until they have been settled and satisfactory evidence that effect has been furnished to the Town.

WORKMEN’S COMPENSATION

As required by law, the Contractor shall provide the statutory Workmen’s Compensation and Employee’s Liability Insurance for all of his employees to be engaged in any work assigned under the terms of the awarded agreement.

GENERAL CONDITIONS - Four (4) Hours Minimum Payment

The plowing, sanding, or hauling time will start when the truck arrives at the Highway Department Garage. The Town of Holliston agrees to guarantee a minimum time of four (4) hours, plowing, sanding and/or hauling time, per call when called for either of the operations. The driver of each truck must sign in and out, and punch in and out at the Highway Department Garage.

The maximum chargeable time by the Contractor in any one (1) calendar day should not exceed twenty-two (22) hours. During certain major snow storms, if the Contractor has a rotating crew that can work the full twenty-four (24) hours, he will be paid for 24 hours.

THIS IS THE EXCEPTION AND IS NOT TO BE CONSTRUED AS STANDARD PRACTICE.

No compensatory time is to be taken for the attachment or detachment of plowing equipment, breakdowns, or meals. When the work period exceeds the four (4) hours minimum payment, the truck shall be paid for its actual number of hours worked, the time to be computed to the nearest one quarter of an hour. All Contractors will punch in and out at the time clock located at the Highway Department.

#### REFUELING OF VEHICLES

REFUELING OF VEHICLES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT HIS VEHICLES ARE ADEQUATELY FUELED.

#### MANDATORY - ALL CONTRACTORS - PLOWING/SANDING OR HAULING

The Contractors must agree to the following:

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 plow shall wander from its assigned route unless specifically ordered to do so by the Superintendent or Highway Foreman.

Include a reliable emergency telephone number in their contract where 24 hour contact can be made.

When directed, vehicles will travel to and from their routes with blades down and working, and then upon arrival only plow on their assigned route, unless instructed otherwise.

Drivers must notify the Highway Superintendent when leaving and returning to their vehicles for meals or relief.

Instruct operating personnel, if at all possible, to curtail "breaks" until all ways are at least opened. "Breaks" should be limited to a half (1/2) hour every four (4) hours, unless otherwise approved by the Highway Superintendent.

Report all damages to private property immediately to the dispatcher at the Highway garage to facilitate processing of claims by the Town.

Extend proper courtesy to all citizens and refer them to the Highway Office when demands are unreasonable.

Drivers familiarize themselves with special instructions to avoid missing streets, inadvertently piling snow in front of garages and exits and widening of corners which require special attention.

## INSPECTION OF WORK

The Highway Superintendent or his representative shall inspect the work and give directions pertaining to the work or pertaining to the safety and convenience of the public. The Contractor shall notify the Highway Superintendent or his representative of the time of starting work, interruptions and delays. If the work done or any part thereof is not acceptable, the Highway Superintendent shall immediately notify the Contractor in order that it may be resolved as soon as possible.

## SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall keep the work under his personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof.

## PUBLIC LIABILITY

## PUBLIC CONVENIENCE AND SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and to prevent damage, injury or loss to:

1. All employees on the work and other persons and organizations who may be affected thereby:
2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground. Facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall be responsible for the maintenance of traffic through and about the work included in the contract with the maximum of safety and practicable convenience to traffic. He shall take all precautions for property in or about the work. The convenience of the general public shall be provided for in an adequate and satisfactory manner.

## RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the Town of Holliston and all its officers, agents and employees against all suits, claims or liabilities of every name and nature, for or on account of any injuries to persons or damages to property arising out of or in consequence of the acts or omissions of the Contractor in the performance of the work covered by the contract.

## DOCUMENTATION AND INSPECTION

The following must be sent to the Highway department office by November 1, 2022:

- 1. A copy of each vehicle registration and operator's driver's license.**
- 2. A copy of the Insurance Coverage for each vehicle.**
- 3. A copy of Workmen's Compensation Insurance if covered.**

It is further stipulated that the Contractor must inspect his route with his drivers at least once, prior to the first storm.

The Contractor is responsible to schedule an inspection of the vehicle in conjunction with the Highway Department Equipment Maintenance Foreman. The inspection shall be performed at the Highway garage before November 1, 2022.

## HEALTH AND SOBRIETY REQUIREMENT

The Highway Superintendent and Foreman have the right to have the Holliston Police Department perform a field sobriety test on any driver whom in the opinion of the Superintendent, or Foreman feels that there is some question concerning the driver's health or sobriety. In the event a driver fails the sobriety test and therefore is not allowed to operate the equipment, he will not receive compensation from the Town, and the Contractor shall supply a new driver at no additional cost to the Town to satisfy his contract requirements.

## DRUG TESTING

In conforming with DOT Regulations all Contractors with equipment which require a Commercial Drivers License (CDL) must participate in a Drug Testing Program.

The Contractor must provide verification that he or she is enrolled in such a program.

## PAYMENT

The Contractor must submit bills that included rates, hours, dates, company name, address and phone numbers for snow removal operations payment so as to meet with the Highway Department's and the Town Accountant's approval for final payment. To expedite payment, strive to have invoices in this office no later than Monday before 9:00 a.m., each week. If Monday is a holiday, then submit by Tuesday before 9:00 a.m.

It is to be clearly understood that no premium time is to be paid for Saturdays, Sundays, or Holidays, under this contract.

## FAMILIARIZATION WITH CONTRACT DOCUMENTS

Failure of the Contractor to familiarize himself completely with all the contract documents and their contents shall in no way release the Contractor from any obligation with respect to the contract.

## LIABILITY

The Town's liability under this contract shall be to make contracted payments, subject to the appropriation of funds by the Town. The Town shall be under no further obligation or liability. Nothing in this contract shall be construed to render any officer, employee, or agent of the Town, or their successors, personally liable for any obligation under this contract.

TOWN OF HOLLISTON

HIGHWAY DEPARTMENT

**2020/2021 SPECIFICATIONS & CONTRACTUAL AGREEMENT**

**FOR SNOW & ICE REMOVAL & SNOW HAULING  
OPERATIONS**

SEPTEMBER 1, 2022