

CHARLES COUNTY GOVERNMENT

Department of Public Works

1001 Radio Station Road
La Plata, Md 20646

Contract for Snow Removal Services

I certify that all drivers have a valid license and are in compliance with all requirements associated with the operation of the equipment to be used in the snow operations.

SIGNED BY: _____ DATE _____

PRINT CONTRACTOR NAME

PRINT COMPANY NAME

ADDRESS: _____

CELL PHONE: _____

HOME PHONE: _____

WORK PHONE: _____

SIGNED: _____ DATE _____
DIRECTOR, Department of Public Works

SIGNED: _____ DATE _____
ADMINISTRATOR, Charles County Commissioners

CHARLES COUNTY GOVERNMENT

Department of Public Works

1001 Radio Station Road
La Plata, Md 20646

Contract for Snow Removal Services

	<u>Vehicle #1</u>	<u>Vehicle #2</u>	<u>Vehicle #3</u>	<u>Vehicle #4</u>	<u>Vehicle #5</u>	<u>Vehicle #6</u>
<u>Equipment Type</u> Please indicate Single Axle (GVW Min. 26,000) Tandem Axle, Tri-Axle, 4x4, Tractor, Grader, or Loader						
<u>Make/ Model</u>						
<u>Size Capacity</u>						
<u>Year</u>						
<u>Tag #</u>						
<u>Contractor Owned Spreader</u>						
<u>Contractor Owned Plow</u>						
<u>County Owned Spreader #</u>						
<u>County Owned Plow #</u>						

NOTE: If you have more than one vehicle, please indicate the Vehicle #, i.e. (Vehicle #1, Vehicle #2, Vehicle #3) listed above to your truck and place in the lower left side of the driver window. This number will be used on all paperwork concerning this vehicle, so please number vehicles correctly. Returning Contractors with equipment that was on contract during FY16 snow season will use the same numbers for FY17 snow season.

 [Please include a photo copy of each tagged vehicle registration with this contract](#)

PLEASE INDICATE THE EXACT LOCATION THAT YOU, (THE CONTRACTOR) ARE STORING COUNTY OWNED EQUIPMENT DURING THE WINTER SEASON:

(A.) Scope of Work

1. The Contractor shall provide all labor, equipment and expertise to perform snow and ice removal operations on roadways designated by Charles County Government (CCG).
2. The Contractor shall provide dump trucks (with operators), according to the specifications found in this contract. The dump trucks shall be available for work under the direction of CCG for snow and ice removal operations from November 15, 2016 through April 15, 2017. The dump trucks under contract with CCG shall be available on an “as needed basis” seven (7) days a week, twenty-four (24) hours a day. CCG may seek the services of Contractors for rare winter events prior to the November 15th date or after the April 15th date. Each Contractor should advise CCG of its interest in performing emergency operations during these dates. Hourly rates will be paid according to the Hourly Rates for Snow Removal section of this contract.

(B.) Contractor’s Responsibilities

1. The Contractor’s trucks and operator shall be available on a seven (7) days a week, twenty-four (24) hours a day basis. CCG reserves the right to discontinue using any unit of equipment at any time as field conditions require. CCG will be the sole judge as to whether the unit is performing satisfactorily.
2. The Contractor shall establish communications with CCG for the duration of this contract. The Contractor must provide a home/office/cellular phone number or answering service where CCG can contact or leave a message seven (7) days a week, twenty-four (24) hours a day.
3. The Contractor is held responsible for having and maintaining all safety equipment as required, including but not limited to working lights, horns, heaters, wipers, and defrosters. The Contractor shall furnish and maintain all exterior lighting systems (including overhead emergency amber rotating or strobe lighting) connected with this contract. Vehicle headlight beam is required to meet Maryland Motor Vehicle Laws concerning visibility both to and from vehicle with plow attached. The Contractor’s dump truck and operator shall be required to meet all DOT regulations and motor vehicle laws.
4. CCG will not compensate for down time on trucks and equipment that extends beyond one hour. The Contractor shall report to the Charles County Roads Division when its equipment is down for repairs, and when the repairs have been completed and the equipment is operational.
5. All Contractor personnel and equipment must be logged in and out at the maintenance shop’s front office or other designated area by County supervision. All tickets/invoices must be signed in order to receive payment. Upon arrival, Contractor personnel shall give his/her cellular phone number to their route supervisor.
6. All trucks loaded with chemicals shall be covered during mobilization conditions to prevent freezing.

(C.) Reporting Times

1. When a Contractor is contacted and asked to report at a pre-determined time beyond three hours of the call, his/her time will start at that pre-determined time, provided the truck arrives at or before that time in working order and prepared to perform operations. For example, the Contractor is contacted at 4:00 p.m. and asked to report at 10:00 p.m., his/her time will start at 10:00 p.m. provided the truck arrives by 10:00 p.m. in working order and ready to perform operations. The Contractor will not be compensated for early arrival. Reporting late may be considered a “failure to respond.”
2. When a Contractor is contacted between the hours of 6:00 a.m. and 6:00 p.m. and is asked to report immediately for snow removal operations, the Contractor’s truck and operator must report to the Public Works maintenance shop in working order and prepared for emergency operations within three hours of notification. When the Contractor receives notification at night between the hours of 6:00 p.m. to 6:00 a.m., Contractor’s and operators must report within two hours. The Contractor’s time will start when the truck arrives at the reporting site in working order and prepared to perform operations. Reporting late may be considered a “failure to respond.”
 - First time (new) contractors or returning contractors, who are adding new equipment, are required to pass inspection. Contractor trucks, plows and salt spreaders, if provided, must meet the specifications found in this contract and pass inspection conducted by CCG by November 15, 2016. The Contractor must bring each truck under contract to the La Plata Maintenance Shop at Public Works for inspection. Returning contractors with equipment that previously passed inspection are exempt from re-inspection.
 - The Contractor must attend an annual winter maintenance meeting at the La Plata Maintenance Shop at Public Works. **Attendance at this meeting is mandatory.**

(D.) End of Season Retainer Fee

1. Upon successful completion of this contract, as determined by CCG, and by attaining performance measures, the Contractor shall receive a season-ending retainer fee of \$500.00 for each single axle (excluding pickups and one tons), tandem axle, tri-axle dump truck and farm tractors under contract with CCG. The retainer fees will be paid in their entirety at the end of the winter season provided that:
 - All outstanding invoices from the Contractor have been received by CCG. All items for payment require a detailed invoice from the Contractor.
 - The Contractor reported for work for each and every call-out in a timely manner as defined in the reporting time, Section C. of this contract.
 - The Contractor did not receive a “Notice of Unsatisfactory Performance.” “Notice of Unsatisfactory Performance” is defined as:
 - ◆ A truck reporting to work but unable to plow snow and spread salt as directed by CCG.
 - ◆ An equipment operator not following the direction of the County.
 - ◆ An equipment operator acting in a manner that is a danger to the public or other County hired equipment and personnel.
 - Contractor attends mandatory winter maintenance meeting.

- Contractor's with County snow equipment (plow and/or salt spreader) has returned the equipment to the La Plata shop by April 15, 2017. **Plows and spreaders must be clean, free of salt and dirt.**
2. Liquidated damages of \$100.00 will be deducted from the season-ending retainer due the Contractor for each occurrence when the Contractor did not respond to a call-out in a timely manner. Liquidated damages of \$100.00 will be deducted from the season-ending retainer due the Contractor for each occurrence when the Contractor receives a "Notice of Unsatisfactory Performance." The total deductions will not exceed \$500.00. Retainer fee invoices must be submitted between March 1st and April 15, 2017. No invoices will be paid after that date.

(E.) Termination of Contract

1. CCG will be the sole judge as to whether the contracted unit and its operators are performing satisfactorily. The County may terminate this contract based on the Contractor's unsatisfactory performance or for any other reasons without showing cause, upon giving written notice to the Contractor.
2. CCG can terminate a Contractor for failure to respond to an emergency call-out.
3. Upon notification of termination, the Contractor shall cease working for CCG and all payments, including the season-ending retainer, will be stopped on the date of termination.

(F.) Hourly Rate for Snow and Ice Removal Services

1. The Contractor agrees to provide snow/ice removal services at the hourly rental rates for the equipment provided as outlined below. Furthermore, the Contractor accepts the contract conditions set forth in this agreement. All rate quotes will include an operator and Contractor provided fuel, oil and maintenance of vehicles. In addition to the above items, the hourly rate for dump trucks also includes a Contractor-provided cellular phone and approved CB radio. Hourly rates for dump trucks with Contractor supplied plow, salt spreader or both include Contractor provided and County approved equipment.

<u>Single Axle Dump Trucks (GVW Min. 26,000)</u>	<u>Hourly Operating Rate</u>
1. Single axle dump with Contractor supplied snow plow and salt spreader	\$150.00
2. Single axle dump with Contractor supplied salt spreader and County supplied plow	\$140.00
3. Single axle dump with Contractor supplied snow plow and County salt spreader	\$140.00
4. Single axle dump carrying County supplied snow plow and salt spreader	\$120.00

<u>Tandem Axle Dump Trucks</u>	<u>Hourly Operating Rate</u>
1. Tandem dump with Contractor supplied snow plow and salt spreader	\$160.00
2. Tandem dump with Contractor supplied salt spreader and County supplied Plow	\$150.00
3. Tandem dump with Contractor supplied plow and County supplied salt spreader	\$150.00
4. Tandem dump carrying County supplied snow plow and salt spreader	\$130.00

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| 5. | Tandem dump for hauling salt, abrasives or snow | \$ 90.00 |
|----|---|----------|

Triaxle Dump Trucks

Hourly Operating Rate

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|----|--|----------|
| 1. | Tri-axle Dump with Contractor supplied snow plow and salt spreader | \$165.00 |
| 2. | Tri-axle Dump with Contractor salt spreader and County supplied plow | \$155.00 |
| 3. | Tri-axle Dump with Contractor plow and County supplied salt spreader | \$155.00 |
| 4. | Tri-axle Dump carrying County supplied snow plow and salt spreader | \$135.00 |
| 5. | Tri-axle Dump for hauling salt, abrasives or snow | \$100.00 |

Graders, Loaders, Specialty Services

Hourly Operating Rate

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|----|--|----------|
| 1. | Graders | \$150.00 |
| 2. | Loaders: Medium | \$160.00 |
| | Large | \$170.00 |
| 3. | Liquid Applicator Truck for anti-icing operations with Contractor supplied equipment | \$170.00 |
| 4. | Skid Loader | \$ 90.00 |
| 5. | Backhoe | \$100.00 |
| 6. | 90+ h/p Farm Tractor with County supplied snow plow | \$130.00 |
| 7. | 90 +h/p Farm Tractor with Contractor supplied snow plow | \$150.00 |
| 8. | Less than 90 h/p Farm Tractor with County supplied snow plow | \$100.00 |
| 9. | Less than 90 h/p Farm Tractor with Contractor supplied snow plow | \$120.00 |

4 x 4 Trucks

Hourly Operating Rate

- | | | |
|----|---|----------|
| 1. | 3/4 – One Ton Truck with Contractor supplied snow plow | \$ 90.00 |
| 2. | 3/4 – One Ton Truck with Contractor supplied snow plow and salt box | \$120.00 |

(G.) Equipment

1. Charles County owned equipment (plows, spreaders, etc.) shall be installed prior to November 15, 2016 and returned to CCG by April 15, 2017. Once installed, this equipment shall not be used for any other work by the Contractor except for the performed under this contract. The Contractor shall be fully responsible for any loss, theft, or damage to the equipment while in the Contractor's possession.
2. This Agreement will be null and void if there are any of the following:
 - ◆ If there area any defects the Contractor's equipment.
 - ◆ If the equipment fails inspection.
 - ◆ If the Contractor does not attend the winter maintenance meeting.

(H.) Mobilization Time

1. Mobilization time shall be paid at an hourly rate of 50% of the working rate. Mobilization time is defined as the time designated by CCG, which is from the time a unit reports for service until that unit is placed into the snow operations, in anticipation of a snow/ice storm. All units listed are subject to mobilization time. CCG reserves the right to place any unit of equipment on mobilization or actual operating time.

(I.) Insurance and Regulations

1. Insurance requirements for each unit of equipment are as follows:
 - Certificate Liability: The Contractor shall procure and shall maintain such insurance as will protect him for any claims because of bodily injury (including death) and property damage which may arise from, and during the operations of this agreement/contract, and shall provide proof of such insurance (certificate) with an insurance carrier acceptable to Charles County Government and satisfactory to the contracting officer. As a minimum insurance requirement, the Contractor shall procure and maintain the insurance in force at all times for the life of the contract, Contractor's public liability insurance, vehicle liability insurance, and property damage insurance in the following amounts:
 - Vehicles under 1 ton:**
 - ◆ \$300,000 for injuries, including accidental death to any person and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident, and not less than \$100,000 contractors property damage insurance.
 - Vehicles over 1 ton including dump trucks:**
 - ◆ \$500,000 for injuries, including accidental death to any person and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident, and not less than \$500,000 contractors property damage insurance.
 - Worker's Compensation: Before commencing any work, the contractor shall furnish Worker's Compensation Insurance for Employees engaged in this work, and shall comply with the Workmen's Compensation Laws of State of Maryland.
 - Certification of Liability Insurance: Selected contractors shall be required to submit proof of coverage (Certificate of Insurance) after notification of award.

The Contractor must obtain an endorsement listing the County as an additional insured as well as a Certificate of Insurance.

Insurance must not be canceled during the life of this contract. Should the insurance be canceled by the insurance company 30 days written notice must be given. The Contractor shall not commence operations under the contract until the Contractor has provided a valid Certificate of Insurance.

2. The Contractor agrees to hold harmless and to indemnify CCG and it's officers, agents, and employees against any and all liability, including costs and expenses, arising out the Contractor's performance of this contract.
3. Indemnification and Hold Harmless: The Contractor will be responsible and liable for any and all damage of life and/or property due to his activities or those of his agents or employees, in connection with the services contained in the agreement; it being expressly understood that the Contractor will defend, indemnify and hold harmless CCG and its members, officers, agents, and employees, form and against all claims, suits, judgments, expenses, actions, damages, and cost of every name and description arising out of or resulting form the services contained in this Agreement.

(J.) Invoices for Payment

1. The Contractor shall, within 5 working days from the completion of the call-out, have his/her work hours verified and submit an invoice. It is the responsibility of the Contractor to submit and verify hours worked and sign the submitting sheet. All final invoices for hours of work shall be submitted to the Chief of County Roads by April 15, 2017.
2. All invoices shall contain either the Contractor's Federal ID Number or Social Security Number. Failure to comply with this item may result in delay of payment.

(K.) Basis of Selection

1. Applicants will be accepted and routes will be assigned based on their experience performing duties similar to the ones described herein, and the amount, type and condition of equipment the Contractor provides. In the event the number of applicants exceeds the County's initial requirements, those applicants will be placed on a waiting list and contacted (in the order their applications were received) as needed throughout the winter season.

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1001 Radio Station Road
La Plata, Md 20646

Application documents **are** to be returned to the Department of Public Works. **Contractors are advised to make certain that their names and all other information is consistent on all forms provided.**

Please mail, email or fax all contract application documents to April Knott.

Address: 1001 Radio Station Rd, La Plata, Maryland 20646

Email: Knotta@charlescountymd.gov

Fax#: 301-932-3564

Check List

- Contract for Snow Removal Services Form (pg. 1 and 2)
- Certificate of Insurance for each vehicle prior to commencement of work (pg. 7)
- A copy of each tagged vehicle registration
- W-9 Form (Request for taxpayer identification number and certification)
- Workers Compensation Commission (Sole Proprietor's status as a covered employee form)

I _____ have attached all documents above to my contract.
Name