

**TOWN OF MOULTONBOROUGH, NH  
PUBLIC WORKS DEPARTMENT**

**SERVICE CONTRACT  
Winter Maintenance 2019-2020**

The Town of Moultonborough, acting by and through its Public Works Director, herewith enters into a Service Contract (“Contract”) for services and equipment lease for snow and ice removal and/or treatment of town or private roads.

\_\_\_\_\_, shall provide insured and qualified the operator(s) to perform those functions as identified herein.

Terms defined:

“**Town**,” shall hereafter mean the Town of Moultonborough, corporate body politic, acting by and through its Public Works Director.

“**Contractor**,” shall hereafter mean the firm or individual providing the operator(s) to perform the Services.

“**Services**” shall hereafter mean Snow & Ice Removal and/or Treatment as specified herein or in any executed addendum.

Terms and Conditions:

1. Any specifications, amendments or modifications to this Service Contract shall be clearly and legibly printed in ink or typewritten, and signed by the parties through those authorized to execute an agreement on their behalf. Subsequent to execution by the parties, they shall be appended to this Contract as an addendum thereof.
2. The Contractor shall indemnify, defend and save harmless the Town, its officials, employees and agents from and against any demand, suit, action or claim for damages, equitable relief, statutory relief, penalties, interest, costs and/or attorney’s fees on account of bodily injury, personal injury, death, property damage, economic injury, statutory violations sustained by any person, persons, entity, or entities arising from the acts or omissions of the Contractor, its officers, employees, agents, representatives and subcontractors. This covenant shall survive the termination of this Contract.
3. The Contractor shall obtain and maintain in force during the term of this Contract comprehensive general liability insurance including contractual coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence – two million dollars (\$2,000,000.00) in the aggregate. This insurance must include both bodily injury and property damage coverage, as well as contractual liability coverage. The Contractor shall obtain and maintain in force during the term of this Lease automobile liability insurance in an amount not less than one million

dollars (\$1,000,000.00) combined single limit. The automobile policy obtained must provide coverage for all owned, non-owned and hired vehicles.

4. The Contractor hereby agrees to purchase and maintain as required by New Hampshire RSA 281-A, Workers' Compensation Law, the appropriate Workers' Compensation Insurance to cover all claims of principals, officers, employees and agents of the Contractor. Should the Contractor fail to purchase and maintain such insurance, and should the Town be found liable to principals, officers, employees and agents of the Contractor, the Town may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed under the provisions of Workers' Compensation.
5. Prior to the beginning of the contract the Contractor shall provide a Certificate of Insurance to the Town of Moultonborough demonstrating the required insurance coverages. The policy shall be the standard form employed in the State of New Hampshire, issued by an insurance company authorized to do business in the state of New Hampshire, and written through a company having a rating with A.M. Best or other such rating company of A- or better. It shall name the Town as certificate holder and provide that the Town and their officers, employees, and agents are named as additionally insured on the General Liability policy, and adding them by endorsement to the extent required by the insurance policy to effectuate additional insured status. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the Town of Moultonborough.
6. Contractor and Town agree that any physical damage to Contractor's vehicles, property and equipment shall be the exclusive financial responsibility of the Contractor, and Contractor, therefore, releases the Town from any such liability and waives all claims that the Town, its officials and employees are financially responsible for any property damage to Contractor's vehicles, property and equipment. Contractor shall also be financially responsible to and shall fully repair or replace any Town equipment or property that is damaged or destroyed as a result of the operations or use of Contractor, its officers, employees, subcontractors, agents or representatives.
7. The Contractor shall ensure that all equipment and operators are lawfully registered, inspected and licensed, and that they comport with all applicable state and federal laws, including but not limited to NHDMV rules and regulations relative to the operation of commercial vehicles, i.e. CDL licensing, Medical Cards. Failure to comply with applicable law will result in immediate termination of the Contract.
8. The Contractor shall mobilize its plowing equipment within two (2) hours of being notified to do so. Said equipment shall remain in continuous operation, suitable to the working conditions, with due diligence until the Town notifies the Contractor to cease operations.

9. This Contract may be terminated by (a) mutual agreement of the parties, (b) the Town for a failure of the Contractor to mobilize as directed or (c) either party for a breach of the contract by the other. The party seeking to terminate the Contract under section (c) must provide a notice to the other party of the alleged breach and their intent to terminate and must allow a reasonable period of time to cure the breach, except with respect to Contractor's violations of law. In the event that a party breaches and cures the contract on three occasions, to the continuing detriment of the other, the party in breach may be given a final notice termination notice by the other party.

Additional terms and conditions relating to rates, transportation, work delays, etc.: \_\_\_\_\_

\_\_\_\_\_  
See Attachment A.  
\_\_\_\_\_  
\_\_\_\_\_

On proper signature, the preceding contract lease agreement shall be valid for a period of one year or until terminated in accordance, with the terms of this Contract.

All notices required or permitted under this Contract shall be in writing and considered properly served if they are delivered by hand or certified mail with return receipt requested to the Contractor or to the Public Works Director in the case of the Town to the address listed herein or such other address as shall from time to time be established in writing by one party to the other as its new address. Notices shall be considered received upon the day of hand delivery or, in the instance of mail delivery, upon three business days having expired after the date of mailing.

**Executed for Owner or Contractor:**

by: \_\_\_\_\_  
(name), Duly Authorized

its: \_\_\_\_\_  
(title)

Mail Address: \_\_\_\_\_  
\_\_\_\_\_

date: \_\_\_\_\_

(town seal)

**Executed for Town of Moultonborough, NH:**

by: \_\_\_\_\_  
Chris Theriault, Duly Authorized

its: Public Works Director

Mail Address: P.O. Box 139  
Moultonborough, NH 03254

date: \_\_\_\_\_

**Approved:**

by: \_\_\_\_\_, Chairman  
Board of Selectmen

date: \_\_\_\_\_

**TOWN OF MOULTONBOROUGH, NH  
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**Attachment A**

This attachment is provided to inform you of what the Department of Public Works requires of its Contractors. Listed below are the hourly rates for Contracted Services **by type of equipment operated:**

3/4Ton w/8' plow	\$48.18
3/4Ton w/ 8' plow & sander; 3/4T w/9' plow; 1Ton w/ 9' plow; 1T w/8' plow & sander	\$52.01
1Ton w/ 9' plow& sander	\$56.94
Small 6-wheel dump (5500 series) w/ min 9' plow & sander (w/wing \$10/hr. additional)	\$61.32 \$71.75
Large 6-wheel dump (26K GVW) w/ min 10' plow & sander (w/wing \$10/hr. additional)	\$71.18 \$81.61
Tractor/skid steer with pusher	\$61.32
Grader w/plow & wing	\$89.76

**Notification:** Notification will be made by the Department of Public Works. The Contractor shall mobilize its plowing equipment within two (2) hours of being notified to do so. Said equipment shall remain in continuous operation, suitable to the working conditions, with due diligence until the Town notifies the Contractor to cease operations

**Sign-in / Sign-out:** Each piece of equipment shall be signed in with the Highway Garage unless other arrangements have been made with the DPW Foreman in advance. The Contractor is responsible to keep an accurate record of time and shall record start and end times on the provided timesheets. Time in starts once notification between the contractor and DPW occurs. Time is finished when the DPW Foreman determines that the route is completed to his satisfaction. The cut-off time for each day is to be recorded as 12:00 Midnight.

**Snow Plowing/Sanding:** After the driver has signed in, he/she will go immediately to their assigned route(s) and commence plowing in the following manner:

1. Open every street on the route with a pass in each direction.
2. After every street on the route is open, begin to push back the snow toward the edge of the road, widening each street in sequence.

3. At intersections, where possible, plowing should be to the right to minimize snow remaining in the intersections.
4. Clean the intersections of snow only after each street has been widened from edge to edge.
5. After the initial snow plowing operation has been completed, sanding of the roads shall commence as a last pass, unless otherwise directed by the DPW Foreman.

When the Contractor feels that the route has been properly cleared of snow and treated, they shall notify the DPW Foreman to make sure the route has been completed to his satisfaction.

**Damage:** Damage to mailboxes, fences, homeowner's property, cars, etc., must be reported immediately to the Department of Public Works, Town of Moultonborough, New Hampshire (603) 253-7445.

**Repair Time:** A reasonable amount of time may be submitted for payment for necessary repairs to contractor's vehicles/equipment during a storm event.

**Equipment Feasibility:** The Town reserves the right to utilize only the equipment it deems necessary to complete a plowing operation. Equipment size and the route assigned will determine if a certain vehicle can be utilized by the Town.

**Route Assignment:** The Town will determine the routes of the contracted vehicles. The routes will be pre-assigned utilizing the type of vehicle(s) used by the Contractor in a plowing operation.

**Fuel:** Contractors are responsible for their own fuel. This service will not be available at the Highway Garage.

**Vehicle Maintenance, Repair & Towing:** Contractors are responsible for their own vehicle maintenance, repairs and towing. These services will not be provided by the Town. If a vehicle has to be taken off the route, the Contractor must notify the DPW Foreman immediately. Cutting edges for plows are to be provided by the Contractor. The Town will provide the Contractor a one-time allowance of up to \$400/vehicle for the maintenance or repair of plow equipment. A copy of invoices shall be submitted with the timesheets for payment of the allowance.

**Snowplows and Frames:** The Town does not provide snowplows and frames for contracted vehicles. Snowplows and frames must be provided by the Contractor and in proper mechanical condition for each plowing operation.

**Sand:** The Contractor shall keep a running tally of sand loaded to their vehicles during each storm event, and the load tally shall be submitted with timesheets. Town sand should be used only on assigned roads whenever practical.

**Communication:** It is mandatory that the Contractor have communication at all times during the entire snow operation with every piece of his equipment that is being contracted by the Town. The type of communication equipment is at the Contractor's discretion and all associated costs are at the Contractor's expense.

**Billing/Timesheets:** Time shall be submitted on Town of Moultonborough Winter Maintenance 2019-2020 Timesheets *only*; no other timesheets will be accepted. Timesheets shall be turned in to the Highway Garage no later than 12:00 Noon on Mondays for the previous weeks' time. The pay week is from Sunday (12:01 am) through Saturday (12:00 midnight) and a separate timesheet shall be submitted for each pay week. Payments will be made bi-weekly, and it is the Contractor's responsibility to get timesheets in on time otherwise, they will have to wait for the next billing cycle.

**Fuel Surcharge: (For Plowing - Effective Date, November 1, 2015)\*:** The hourly rate paid for services under this contract includes fuel. It is assumed that fuel costs during the course of this contract will not exceed \$4.50 per gallon of gasoline\* or \$5.00 per gallon of diesel fuel.\* If the per gallon price for the given fuel exceeds this amount on the 1st day of any given month during which work is being performed under this contract, as published in the U.S. Department of Energy's chart of Weekly U.S. Retail Gasoline Prices (Regular Grade) or their chart of Weekly Retail On-Diesel Prices (both for the New England region), you are permitted to invoice us for a fuel surcharge for that one month for the amount of the difference times an hourly usage rate of 3.0 gallons per hour.

$$[(\$ \text{ Rate on 1}^{\text{st}} \text{ of Month}) - (\text{Assumed } \$ \text{ Rate})] * \text{ hours operated} * 3.0 = \text{That Month's } \$ \text{ Fuel Surcharge.}$$

You will be provided with worksheets upon which to submit your invoice. There will be a space to add this surcharge and the Town will do that for you once we have an invoice in hand.

*\*Administrative Note: Effective date and price per gallon must be filled in at the beginning of each contract term. Price per gallon is the market price the Highway agent anticipates to occur during the term of the contract for the referenced fuel plus a factor of 10% for market risk we expect the contractor assume.*

Effective:      September 5, 2019