

CITY OF METHUEN
NOTICE TO CONTRACTORS
HOURLY SNOWPLOWING SERVICES REQUEST

The City of Methuen ("City") is issuing this Request for Applications for Contractors to be approved as eligible to provide snow plowing services for the City at a fixed hourly rate based on the Contractor's vehicle and blade size. Approved Contractors will be assigned to the DPW City Yard at 33 Lindberg Avenue, Methuen, MA and 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 vendor's services will be used and the City has sole discretion to call or not call vendors in any manner and in whatever order it elects.

This procurement is not subject to M.C.L. c. 30B.

The Department of Public Works will publicly advertise one time in the Methuen Life, November 2025, for the Rental of Trucks and Equipment for snow plowing, snow removal, and other related work for the 2025 - 2026 Winter Season. The term of this contract shall be for FY26 winter season from the date of contract execution until June 30, 2026.

Contract Documents will be available at the DPW Highway Division located at 33 Lindberg Ave., Methuen, MA 01844 starting on Tuesday, October 14, 2025, Monday through Friday 7:00 am to 2:00 pm. The Contract Documents will be available until Monday, November 24, 2025.

Enclosed please find the following forms:

1. One (1) copy of Specifications for Hourly Snow Plowing Equipment
2. One (1) copy of City of Methuen Snow Plowing/Hauling Maximum Acceptance
3. One (1) copy of 2025-2026 Schedule of Trucks and Equipment for Hourly Snow Plowing Services
4. One (1) copy of indemnification, Affidavit of Ownership & Cert. of Non-Collusion
5. One (1) copy of Certificate of Tax Compliance
6. One (1) copy of IRS Form W-9
7. One (1) copy of Contract Form
8. One (1) copy of GPS device form
9. One (1) copy of 268a Statement- Conflict of Interest

FOLLOW these steps:

- a. List the equipment offered for rental on the enclosed 2025-2026 Schedule of Trucks and Equipment for Hourly Snow Plowing Services. Fill in all information requested.
- b. Call the City of Methuen, Department of Public Works (DPW), Highway Division (978) 983-8865 from 7:00 am to 2:00 pm, to set up an appointment for an inspection of your equipment.
- c. Upon approval of inspection, please provide Indemnification Agreement, Affidavit of Ownership Form and Non - Collusion Form, Tax Compliance, Alcohol and Substance Waiver and IRS Form W-9 and Certificates of Property Damage and Liability Insurance covering all vehicles listed and Workers' Compensation Insurance and deliver them to the Highway Yard, 33 Lindberg Ave., Methuen, MA to DPW (Highway Division). **Please bring a copy of valid driver's license for all drivers when returning all forms.**

***PLEASE NOTE, IF YOUR REGISTRATION OR INSURANCE EXPIRES,
WE NEED A REPLACEMENT IMMEDIATELY***

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 Methuen. All vehicles to be used for snow plowing in the City of Methuen **must be listed on the certificate**. The City of Methuen must be **named as an additional insured**.

Workers' Compensation Insurance: Workers' 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 generally includes anyone other than the Contractor who will be operating snowplow/hauling equipment. As a general rule, Workers' Compensation insurance will be required except where the Contractor is a sole proprietorship and uses only one piece of equipment, or where the Contractor is a partnership and only partners operate equipment.

Partnership/Subcontractors. If the Contractor is a partnership, a partnership statement (form supplied by the City) 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 of Workers' 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 Director of Public Works and/or the Director's designee, and such arrangements must be made in advance of any work. All subcontractors shall be subject to all the terms and conditions of the Contractor (inspections, insurance, etc.).

Inspection. The DPW Dept. and the City reserve the right to reject equipment. Upon a successful equipment inspection and acceptance of documentation, the City will then prepare the contracts with equipment listed on your returned Equipment Rental forms. No equipment shall be hired unless and until the DPW Director or Highway Superintendent has completed the inspection of the vehicles offered and an executed contract is on file.

The prompt return of these vehicle listings; Indemnification Agreement and Affidavit of Ownership Form; Certificate of Tax Compliance; Certificate of Non-Collusion; and Insurance Certificate is imperative, so that the DPW may make the necessary yard assignments prior to the snow season.

Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snow plowing. Interested Contractors should take note that the provisions of the bidding laws DO NOT APPLY to this solicitation. In order to obtain qualified Contractors only, the City of Methuen has voluntarily undertaken this Request for Applications (RFA).

CITY OF METHUEN

Lauri L. Antonacci

Lauri L. Antonacci
Purchasing Director
October 14, 2025

CC: Patrick L. Bower, PE
Director of Public Works
City of Methuen

**CITY OF METHUEN
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS FOR CONTRACTED SNOW PLOWING EQUIPMENT**

INTRODUCTION:

The City of Methuen intends to contract for snow plowing equipment on an hourly basis, for normal snow plowing and snow removal. To facilitate the snow removal efforts, the Public Works Department 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, the Contractor's equipment will be assigned to a specific route for that day during all normal plowing operations.

The City of Methuen Snow Plowing/Hauling Rates for snow plowing equipment has been established and are attached hereto.

I. RESPONSIBILITIES OF CONTRACTORS

- A. Equipment contracted must be available seven days a week, 24 hours per day, including holidays. The need for each piece of equipment contracted will be determined by the Director of Public Works or the Director's 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 City of Methuen Snow Plowing/Hauling Rates.
- B. Upon execution of the contract, each piece of equipment contracted for plowing operations will be assigned by DPW to a particular route. The DPW Director or the Director's designee will assign all routes and specific equipment as needed. Not all pieces of equipment will be utilized during every snow event. Utilization of accepted equipment is at the discretion of the DPW Director or the Director's designee. Streets and sidewalks on all routes are to be plowed in the sequence designated by the DPW Director and/or the Director's designee. It shall be the Contractor's responsibility to become familiar with and to familiarize any drivers, other than the Contractor, with the route. Supervisory personnel of 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 the City of Methuen Highway Yard located at 33 Lindberg Ave, Methuen, MA 01844 or at a location to be determined by the DPW Director or Highway Superintendent or their designee. Tentative plans for this to occur are between October 14, 2025, through November 24, 2025 (Unless unforeseen snow falls).
2. All paperwork related to vehicle inspections shall be sent to the DPW Yard @ 33 Lindberg Ave., Methuen, MA 01844. The DPW Director or the Director's designee will subsequently contact responsive and responsible bidders to schedule the inspections. The Contractor must schedule the inspections through the DPW Yard, either in writing, email to saferrier@ci.methuen.ma.us, or by calling the Highway Yard at (978) 983-8865. The inspections will take place Monday through Friday at the discretion of the Highway Superintendent. Failure to schedule inspection shall be deemed to be solely the fault of the Contractor. The City will not assume any responsibility or liability for the failure of the Contractor to have vehicles or equipment inspected.

Vehicles or equipment must at the time of inspection fully meet all conditions set forth in this RFA. All equipment must be inspected by the City of Methuen's Highway Superintendent prior to acceptance.

3. The Contractor's plow must also pass inspection. If a vehicle or equipment does not pass the inspection the first time, the Contractor may modify the vehicle or equipment and request a re-inspection or supply another vehicle or piece of equipment after submitting necessary documentation to the Highway Yard Superintendent, John Lough, and receiving authorization to re-inspect. However, in no event will a Contractor be given a third opportunity to pass an inspection if either the original or the replacement equipment fails the second inspection.
- D. The Contractor shall be responsible for all fuel, repairs to its vehicles and towing service. These services will not be available at the Highway Yard. If a vehicle is taken off the route, the driver must notify the chaser, or contact the Highway Yard Dispatcher @ 978-983-8865, so that the City can get another truck to be dispatched to that route. Further, it shall be the Contractor's responsibility to ensure 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. Contractors with their vehicles or equipment called in must arrive at their designated check-in point within one hour of being called and must be ready to begin plowing operations upon their arrival.
- F. For streets, contracted plowing operations shall be performed as close to bare pavement as possible and all streets shall be widened to maximum width. All intersections shall be cleaned to their full widths (Where possible, plowing should be to the right to minimize the snow remaining in the intersection). Clean the intersection of snow only after each street has been widened from the curb. 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 route supervisor (chaser) at a pre-determined location. This is to ensure the chaser is satisfied with the route.

G. NO PLOW SHALL WANDER FROM ITS ASSIGNED ROUTE UNLESS SPECIFICALLY ORDERED TO DO SO BY THE CHASER.

H. AT NO TIME WILL HIRED CONTRACTORS BE ALLOWED TO PLOW PRIVATE WORK WHILE BEING PAID FOR WORK BY THE CITY. IF CAUGHT YOU WILL BE TERMINATED IMMEDIATELY.

II. OPERATIONS/ REGULATION

- A. The Department of Public Works Personnel will make a notification call to the Contractors to report in for snow removal. After notification, all trucks are to report immediately to the Highway Yard, located at 33 Lindberg Avenue, to sign in. Contracts have one (1) hour to report.
- B. Each truck must sign in with the timekeeper in the office at the Highway Yard, located @ 33 Lindberg Ave., Methuen, MA regardless of prior practice. They 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 Highway Superintendent, 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 Highway Superintendent, or the Superintendent's designee, to address in-field issues.

D. Each Contractor will have a GPS monitoring device in all vehicles assigned to a route. It is to be always plugged in while plowing for the City of Methuen.

III. 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 Vehicles Laws of the Commonwealth of Massachusetts and contain a valid Massachusetts State Registration.

B. All vehicles and equipment must be in excellent condition, smooth running at operating levels, as determined solely by the City.

C. The City reserves the right to reject any vehicle or piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the contract.

D. Any additional 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 Superintendent of Highway and/or the Superintendent's designee.

1. Rotary-type light with a yellow/amber lens visible for 360 degrees around for each vehicle. (strobes or beacons)
2. All electrical and mechanical systems must be in excellent operating condition.

E. Vehicles and equipment will be contracted on the basis of the hourly rates specified for each specific type of equipment. For this purpose, equipment will be classified in accordance with Attachment A, City of Methuen Snow Plowing/Hauling Rates.

F. During plowing operations all front-end loaders and backhoe/loaders shall be equipped with plow blades unless assigned specific tasks for which the bucket will suffice.

G. CHASER- Chasers are assigned to designated areas of the City. They are to ensure that the streets are plowed in a satisfactory manner. A chaser is to assist the driver if a problem arises, to keep track of the vehicles and equipment in their area and investigate citizen complaints. The driver must pre-arrange a meeting place with the chaser, who will periodically check this spot. The Driver shall not leave the Driver's assigned area without notifying the chaser or the Driver will be signed out from the last time the chaser had seen the contractor or vehicle on the route. The Contractor will be signed in again when the chaser sites the vehicle. If there is some difficulty with a particular chaser, the Driver shall notify the supervisor in charge immediately.

H. BILLING - The City of Methuen will issue payment from the invoice the Contractor signs when the Contractor signs in and out. The Driver shall verify that the total on the invoice is correct before signing. Payment is based on the time the Contractor signs in, to the time Contractor signs out; therefore the Contractor must sign in and out at the Highway Yard.

The DPW Director, the Director's designee, or the Highway Superintendent shall make the final decision as to vehicles and equipment sizes and categories, blade measurements and bucket capacities.

IV. PLOWING REQUIREMENTS

- A. Plow streets from the center and to the curb or edge of pavement.
- B. Do not turn around in private driveways.
- C. Plow at a speed which is sufficient to move the snow, but not excessive in light of the weather and road conditions at the time.
- D. Plowing Dead End Streets

The Contractor's Driver shall not push snow into the end of a dead-end street. Near the end of the dead end, the Contractor shall pick up the plow blade, proceed to the end of the dead-end street, drop the blade and pull the snow back from the dead-end side of the street far enough so that the Driver can turn around and push the snow out from the dead-end side of the street.

E. Blocked Streets

If a street is blocked, the contractor's driver shall make every attempt to bypass the blockage. If unable to bypass the blockage, the driver shall immediately inform the Chaser of the blockage. If the blockage is removed within a reasonable time, the contractor will then plow the Street.

F. Intersections

The contractor must assume responsibility to ensure that the intersections and curb radii are properly cleared, with no residual snow left remaining in the intersection. Snow from the intersections must be plowed parallel to the curbs so that no snow remains in the intersection. All intersections shall be cleaned to their full widths (Where possible, plowing should be to the right to minimize the snow remaining in the intersection). Clean the intersection of snow only after each street has been widened from the curb.

GENERAL CONDITIONS

- A. The workday runs from 12:00 a.m. to 11:59 p.m.
- B. Hauled snow shall be transported to a location specified by the Superintendent of Highway, or the Superintendent's designee.
- C. Rental time for plowing shall be figured from time punched in on the City time clock to time punched out or the authorized completion of plowing or hauling schedule. The hauling time will be figured from time punched in, to time punched out.
- D. No time shall accrue, and no payment shall be made, for any time a vehicle or piece of equipment is not performing its assigned task, regardless of reason.
- E. Certificates of Insurance covering Workers' Compensation must be submitted covering dates of contract. Workers' Compensation is required as described below:
 - (1) All lessors of two (2) or more pieces of equipment must have Workers' Compensation Insurance.
 - (2) When lessor offers but (1) piece of equipment and proposes to operate the equipment personally, Workers' Compensation is not required.
- F. The City of Methuen 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 (1) 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 (2) 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.

G. Certificates of insurance for automobile liability coverage must be submitted showing coverage for the contract period as follows: **(all vehicles must have the vehicle ID# listed on the Insurance Certificate).**

WORKERS' COMPENSATION

Workers' Compensation: Per M.G.L. c. 149, § 34 and c.152 as amended
(Only if company with employees are plowing).

Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

| | |
|------------------|--|
| Bodily Injury: | \$500,000.00 per person |
| | \$500,000.00 per accident |
| Property Damage: | \$100,000.00 per accident/ \$300,000 aggregate |

(Such insurance must include coverage for hired or borrowed vehicles & non-ownership liability).

*****PLEASE NOTE IF YOUR INSURANCE EXPIRES, THE CITY REQUIRES THE CONTRACTOR TO GET THE UPDATED INSURANCE CERTIFICATE IMMEDIATELY OR YOUR TRUCK WILL BE TAKEN OFF THE PLOWING SCHEDULE! *****

PLEASE NOTE: REPAIR plates cannot be used for registration of vehicles used under this contract.

H. U.S. Department of Transportation (DOT) regulations (Federal Register 49 CFR Part 382) regarding drug and alcohol abuse in the workplace must be complied with.

I. No payments will be made until approved contracts are on file with the Timekeeper.

J. 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.

K. 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 Timekeeper.

- L. All vehicles and equipment listed must be available at all times for both plowing and hauling unless specifically stated otherwise.
- M. 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 advertising 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.

The remainder of this page was intentionally left Blank.

ATTACHMENT A

CITY OF METHUEN SNOW PLOWING/HAULING RATES FY26
EFFECTIVE NOVEMBER 1, 2025

NOTES: Proper insurance, commercial registration, valid driver's license and plowing accessories are required.

G.V.W. refers to the Gross Vehicle Weight as shown on the certificate of registration.

* Blazers, Broncos, $\frac{1}{2}$ ton, $\frac{3}{4}$ ton pick-up trucks are not suitable to plow.

* F350, 3500 or larger series type trucks, along with 1 ton and larger type trucks are eligible to plow.

* All Vehicles will be evaluated by the DPW Highway Department.

BASE RATES:

Pick-Up Trucks 5,000 to 10,000 GVW \$135.00/Hr.
(Full size pick-ups 4WD required)

Dump Trucks 10,001 to 15,000 GVW \$150.00/Hr.
(All wheel drive required)

Dump Trucks 15,001 to 30,000 GVW \$175.00/Hr.
(Minimum blade width of 10 feet required).

Dump Trucks 30,001 and over GVW \$210.00/Hr.
(Minimum blade width of 10 feet required)

Dump Trucks 30,001 and over GVW \$220.00/Hr.
(Minimum blade width of 11 feet required)

Class 6 vehicles (GVW over 15,000 lbs.) equipped with 4WD or 2 driven axles add \$45.00/Hr. *A

2 Cubic yards to 4 Cubic Yards \$140.00/Hr. *B

Loader equipped with plow 10 feet and over add \$65.00/Hr. *C

(Mold Board over 3 feet required)

Backhoe W/4WD (* A, B & C) 10' and over w/plow.....\$225.00/Hr.

Sanders W/Plow 6 -10 yd\$210.00/Hr.

Sanders W/Plow 10WD 12 -14 yd.....\$230.00/Hr.

DUMP BODY TRUCKS

6 Wheel Dump.....\$150.00/HR.

10 Wheel Dump.....\$165.00/HR.

18 Wheel Dump.....\$180.00/HR.

FRONT END LOADER

2 Cu. Yd. To 5 Cu. Yd\$225.00/HR.

5 Cu. Yd. Or Higher.\$255.00/HR.

The remainder of this page was intentionally left Blank

Contractor's check list:

PLEASE RETURN THE FOLLOWING:

- W-9**
- GPS ACKNOWLEDGMENT**
- COPIES OF REGISTRATION**
- COPIES OF LICENSE/S**
- PAGES 11 THROUGH 21**

(PAGES TO BE FILLED OUT COMPLETELY WITH SIGNATURES, DATES, PRINT NAME OR COMPANY AND ADDRESSES).

******Must have Certificate of Insurance with the City Methuen as Additional lienholder****** When dealing with your insurance company, please let them know that if they have any questions or concerns regarding the process or the information that MUST be on the insurance certification to contact John Lough.

John Lough:
33 Lindberg Ave. Methuen, MA 01844
(978) 983-8865
saferrier@cityofmethuen.net

The remainder of this page was intentionally left Blank

Fill out entirely

FY2026

APPLICATION FOR SNOW PLOWING/HAULING
COPY OF CURRENT REGISTRATION REQUIRED
PLEASE TYPE OR PRINT

NAME: _____ (Route#_____)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SOCIAL SECURITY#: _____

TEL. DAY _____ TEL. NIGHT _____

PAGER: _____ CELL: _____

TRUCK#1 VIN# _____ HOURLY RATE: \$ _____

MAKE: _____ MODEL: _____ YEAR: _____

COLOR: _____ BLADE WIDTH: _____ BLADE HEIGHT: _____

REG (PLATE)#: _____ STATE: _____ BUCKET SIZE: _____

TRUCK #2 VIN# _____ HOURLY RATE: \$ _____

MAKE: _____ MODEL: _____ YEAR: _____

COLOR: _____ BLADE WIDTH: _____ BLADE HEIGHT: _____

REG (PLATE)#: _____ STATE: _____ BUCKET SIZE: _____

TRUCK #3 VIN# _____ HOURLY RATE: \$ _____

MAKE: _____ MODEL: _____ YEAR: _____

COLOR: _____ BLADE WIDTH: _____ BLADE HEIGHT: _____

REG (PLATE)#: _____ STATE: _____ BUCKET SIZE: _____

**Inspected and approved by: _____ Date: _____
Superintendent of Highway, or design

(GET COPY OF LICENSE)

**CITY OF METHUEN
MASSACHUSETTS
OFFICE OF THE MAYOR
(SNOW PLOWING CONTRACT FY26)**

This AGREEMENT made and concluded this _____ day of _____ in the year two thousand twenty five, by and between _____ (Name/Company), of _____ (Address) _____, hereinafter called the Contractor, and the City of Methuen, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, David J Beauregard, hereinafter called the City.

WITNESSETH that the Contractor agreed and by these presents does agree for consideration hereinafter contained to provide Hourly Snowplowing Services for the City of Methuen as specified per the City's Request for Applications for Contractors for Snowplowing and Specifications for Contracted Snow Plowing, said documents being incorporated herein.

In case of any amendment of this contract, so much thereof as is not necessarily affected by the change shall remain in force upon all parties hereto; and the adjustment and payment of the bill shall release and discharge the said City from any and all claims or liability on account of any damages, whether such be personal or real, suffered by any employee of the City or third parties, furnished under this contract or any alteration thereof.

The Contractor shall not assign or transfer this contract, or any part thereof, or any sum due or to become due hereunder, without the written consent of the Mayor of said City.

The Contractor further agrees to defend, indemnify and save harmless the said City of Methuen, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property on account of any act or omission of said Contractor or its servants or agents in the performance of this contract. The Contractor hereby agrees that so much of the money due to under and by virtue of this agreement as shall be considered necessary by said Mayor may be retained by the said City until all such suits or claims for damages as aforesaid shall have been settled and evidence furnished to the satisfaction of said Mayor; provided, however, that notice of such claims in writing and signed by the claimants shall be previously filed in the office of the City Clerk of said City.

The Contractor further agrees that if the City or any of its agents or employees is designated as a defendant or a party in litigation as a result of any act or omission of said Contractor or its servants or agents in the performance of this contract, that Contractor shall defend said City, and provide for the defense of all claims

and costs and expenses therefor, and to indemnify the City for any damages imposed or adjudged and all the attendant costs thereof in any such litigation.

If the Contractor shall fail to furnish and deliver any of said work described as required, after notification for same has been given to the Contractor or mailed to the Contractor at the business address stated in the Contractor's proposal, the City acting through the Mayor, may seek services from any other source; and the City, in its sole discretion and without further notice may cancel the contract.

IN CONSIDERATION WHEREOF, the said City agrees to pay said Contractor the rates established in the City of Methuen Snow Plowing/ Hauling Rates Effective November 1, 2024 for performance of the work in accordance with the contract documents and specifications attached hereto.

Said payments to be made as follows: Upon presentation of monthly invoices with sufficient information as determined by the Director of Public Works.

Failure on the Contractor's part to comply with said guidelines or regulations shall upon reasonable notice constitute grounds for the City to revoke and otherwise terminate the contract and all obligations of the City hereunder.

Termination of Convenience of the City: The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear in relation to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

Governing Law: This Contract shall be governed by the Laws of the Commonwealth of Massachusetts for all purposes, without regard to its laws on choice of law. All proceedings under this Contract or related to the subject matter herein shall only be brought in the courts of the Commonwealth of Massachusetts.

The remainder of this page was intentionally left Blank.

IN WITNESS WHEREOF, the said Contractor, acting by and through _____,
(Name) and the City of Methuen having caused these presents and an instrument of like tenor to be executed in
its name and behalf by its Mayor, David J Beauregard, duly authorized as aforesaid, and its corporate seal to
be hereto and to an instrument of like tenor affixed on the day and year first above written.

Signed and Sealed in Presence

CONTRACTOR

Witness (City Employee)

Company Name or Name

Signature

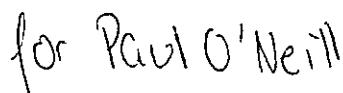
Print Name

CITY OF METHUEN

Patrick L. Bower, PE
DPW Director

APPROVED AS TO FORM:


Paul T. O'Neill - City Solicitor


for Paul O'Neill

The undersigned, in compliance with City of
Methuen Municipal Contract Ordinance
Chapter 7, Section 7C, certifies that an appropriation in the
amount required for this Contract is available.

Margaret A. Duprey, C.A.F.O

001-4-0400-000-000-71-0-529006
Acct: Equipment Hire Snow & Ice

INDEMNIFICATION AGREEMENT (**fill out entirely**)

Should _____ (Name/Company), hereinafter called the "Contractor", perform snow removal services for the City of Methuen during the FY 2026 winter season, the Contractor, in consideration for the opportunity to perform such services, hereby agrees to defend, indemnify and hold harmless the City, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Contractor's 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

Signature of Contractor

Date

Print Name

AFFIDAVIT

_____ hereby certifies that all equipment listed on the attached schedule of equipment is (Contractor) (Print Name) 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 (Print Name), in performance of snow removal work for the City of Methuen without the City's prior approval.

Witness

Signature of Contractor

Date

Print Name

CERTIFICATE OF NON-COLLUSION

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

Signature of Contractor

Date

By _____

Print Name

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

CERTIFICATION OF TAX COMPLIANCE (*Fill out entirely***)**

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 or
Corporate (Mandatory)**

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

Print Name

Corporate Officer (Mandatory, if Applicable)

Date

Print Name

* The provision in this Certification relating 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.

SIGNATURES (Fill out the one that pertains to you).

(IF AN INDIVIDUAL)

Date: _____, 20 _____

Signature of Bidder _____ (SEAL)
(Owner of Proprietor)

Business Name D/B/A:

Business Address:

.....

(IF A CO-PARTNER)

Date: _____ 20 _____

Firm Name: _____ (SEAL)

(SEAL) By: _____ (SEAL)

Business Address:

.....
.....
.....

Names & Addresses _____
Of all Members of Firm

(IF A CORPORATION)

Date _____, 20 _____

Corporate Name:

By: _____
President or Authorized Agent

Business Address:

*Statement of authorization, duly signed by proper authority, to be attached hereto.

FY2026 SNOWPLOWING (Fill in entirely)

STANDARD FORM WAIVER GOVERNING ALCOHOL AND CONTROLLED SUBSTANCE USE AND TESTING POLICY FOR SAFETY SENSITIVE DRIVERS AND INDEPENDENT CONTRACTORS AND SUBCONTRACTORS

(Company or name) ("Contractor") hereby agrees, as a condition precedent to engaging in snowplowing services for the City of Methuen (the "City"), to defend, indemnify and save harmless the said City of Methuen, its officers and agents, from and against all claims and actions of every name and description brought against said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property on account of any act or omission of said Contractor or its servants or agents, including any sub-contractor(s) hired by said Contractor in the performance of snowplowing services.

The Contractor, its servants or agents, including any sub-contractor(s) hired by the Contractor, further agree to indemnify, defend and hold harmless the City, its agents, servants and employees, from and against any claim, loss, damage, liability or expense of any kind or nature arising from or resulting from or related to the, alleged failure to comply with the alcohol and controlled substance use and testing requirements of the Commercial Motor Vehicle Safety Act of 1986, as enacted, and the Omnibus Transportation Employee Testing Act of 1991, as enacted and regulations promulgated thereunder (collectively "the Acts"). Further,

("Contractor") hereby agrees to undertake full compliance with the Acts and shall reimburse the City for any damage resulting from a failure to comply with the Acts.

Name (please print)

Date

Address

Signature

268A Statement

CONFLICT OF INTEREST: The contractor further covenants, in light of the provisions of Chapter 268A of the Massachusetts General Laws, that the vendor has no interest and shall not acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed by the vendor.

Signature of person submitting contract/ bid

Print Name

Name of Business

Date

City of Methuen, Massachusetts

Department of Public Works

Central Administration Building

10 Ditson Place, Suite 101

Methuen, MA 01844

Telephone: 978-983-8545

David J Beauregard

Mayor

Patrick L. Bower, P.E.

Director of Public Works

SNOW AND ICE REMOVAL ASSET MANAGEMENT AGREEMENT

The City of Methuen has contracted with Verizon wireless to run an Asset /Time sheet Management for the Snow Plowing Contractors.

The application allows tracking communication software to obtain data from a GPS system, which is transmitted to a cloud. This application provides accurate, real-time information to verify hours worked and location of vehicles during an event. The City of Methuen is hoping this tool with help lower insurance claims for damage during storm events.

Snow and Ice Control is Emergency Work and shall be accomplished efficiently and reasonably as possible with the resources available to City Government. Many factors interact to make the effects of snow and ice event unique. Consequently, the snow and ice control plan for the City must be flexible enough to cope with and respond to varying conditions during and after each winter storm.

Each Snowplow contractor shall be supplied with the following:

1. Verizon GPS device.
2. Power cable
3. OBD2 to lighter adapter (optional)

Each Snowplow Contractor shall agree to the following:

1. The GPS device shall be charged at all times by plugging into a OBD port or a 12-volt DC adapter (cigarette lighter).
2. Contractor shall be responsible for proper utilization of equipment.
3. Contractor agrees to accept, operate, maintain, and return equipment, including chargers, after each snowstorm.
4. Contractor agrees, in the event that the device or chargers are lost, stolen or damaged, they are to reimburse the City of Methuen by payment of check or money order, \$200 for the GPS device and accessories and/or \$30 for the car charger. In the event that payment is not received, charges will be deducted from the Contractor's time sheet for that particular or future storm.
5. If the equipment is not working, Contractor should immediately notify City personnel to arrange for equipment exchange. Time is of the essence, as the equipment is used, in part, to calculate correct hours of work.

| | |
|------------|--|
| SIGNATURE: | |
| DATE: | |
| ADDRESS: | |

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

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

Print or type.
 See Specific Instructions on page 3.

| | |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| 2 Business name/disregarded entity name, if different from above | |
| <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 <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> | |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | |
| <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> | |
| 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | |

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 | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> - <input type="text"/> |
| or | | |
| Employer identification number | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> - <input type="text"/> |

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 ►

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.