

**TOWN OF BARNSTEAD, NH  
HIGHWAY DEPARTMENT**

**SERVICE CONTRACT  
Winter Maintenance 2019 – 2020**

The Town of Barnstead, acting by and through its Road Agent, herewith enters into a Service Contract ("Contract") for services and equipment lease for snow and ice removal and/or treatment of town roads.

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

**Terms Defined:**

"Town," shall hereafter mean the Town of Barnstead, corporate body politic, acting by and through its Road Agent.

"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 & 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) per occurrence – two million dollars (\$2,000,000) in 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 the amount not less than one million dollars (\$1,000,000) 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 by New Hampshire RSA281-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 Barnstead demonstrating the required insurance coverage. 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 Barnstead.
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 NH DMV 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 this Contract.
8. The Contractor shall mobilize its plowing equipment within one (1) hour of being notified to do so. Said Equipment shall remain in continuous operation, suitable to 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 violation 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 of termination by the other party.

**10. Faxed or Emailed bids WILL NOT be accepted.**

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 Road Agent in the case of the Town to address listed herein or such other address as shall from time to time 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 (3) business days having expired after the date of mailing.

**Executed for Owner or Contractor:**

By: \_\_\_\_\_ Duly Authorized

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title:

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

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Date:

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

By: Andrew Sylvester, Duly Authorized

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title: Road Agent

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

P O Box 11

Center Barnstead, NH 03225-0011

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Date:

**Approved:**

\_\_\_\_\_  
By: Edward Tasker, Chairman

\_\_\_\_\_  
Board of Selectmen

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

**TOWN OF BARNSTEAD, NH  
HIGHWAY DEPARTMENT**

**SERVICE CONTRACT  
Winter Maintenance 2019 – 2020  
Attachment A**

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

<b>Description</b>	<b>Rate</b>
Small 6-Wheel Dump Truck (F-550 or 5500)* With minimum 9' Plow & 3yd Sander	\$ 55
Large 6-Wheel Dump Truck (26K GVW)* With minimum 10' Plow, 9' Wing & 6yd Sander	\$85
10-Wheel Dump Truck* With minimum 10' Plow, 9' Wing & 8yd Sander	\$ 95

**\*Minimum Equipment Requirement- Amber strobe lights visible 360° & Back-up Alarm**

**Standby:** A five (5) hour standby time is allotted for each week to be paid to Contractor. When the Contractor is notified to mobilize, time is not compensated further till the working hours exceed the five (5) hours of standby time. Once the five (5) hours has been worked additional compensation starts.

**Notification:** It is up to the Road Agent or his designee to determine if services are required with each storm. If needed, the Contractor will be notified by the Highway Department. The Contractor shall mobilize its equipment within one (1) hour 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.

**Start Time/End Time:** Each piece of equipment shall be signed in with the Highway Garage unless other arrangements have been made with the Road Agent or his designee in advance. The Contractor is responsible to keep accurate record of time using the Highway Department Weekly Timesheet and Time Clock. Start time commences once the Contractor clocks in on his timesheet. Time ends when the Road Agent or his designee determines that the route is completed to his satisfaction. The cut-off time for each day is to be recorded at 12:00 Midnight.

**Hours of Service:** The Contractor may perform the service, Monday Thru Friday, between the hours 7:00am and 9:00pm, and on Saturday and Sunday between the hours of 8:00am and 9:00pm but may not interfere with traffic flow. There may be some roads that must be completed by 7:00am. The Road Agent or his designee will determine which roads and communicate clearly with the contractor any changes to the hours of service.

**Snow Plowing/Sanding:** After the driver has clocked in, he/she will go immediately to his/her assigned route(s) to be following the following priorities:

1. School days in-session and delayed start:
  - a. School bus routes will be given first priority. Each plow route will ensure the best possible snow clearance will be completed ahead of the bus route start time.
  - b. Main roads, and;
  - c. Secondary roads.
2. When school is not in session;
  - a. Main roads will be cleared and treated first;
  - b. Then secondary roads.

Plowing will commence 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, treatment of the roads shall commence as a last pass, unless otherwise directed by the Road Agent or his designee.

When the Contractor feels the route has been properly cleared of snow and treated, he/she shall notify the Road Agent or his designee to make sure the route has been completed to his satisfaction.

**Damage:** Damage to property owner's mailboxes, fences, cars, property, etc. must be reported immediately to the Barnstead Highway Department, (603) 269-2091. Contractor is responsible for damages.

**Repair Time:** Up to one (1) hour of time is allowed for any repairs during a storm. After one hour, the time will not be compensated for. The Town will provide small parts such as fuses, light bulbs, hydraulic hoses, etc., to keep the Contractor operational. All parts issued shall be replaced by the Contractor within one week. If the part has not been replaced, the Town will deduct the cost from the following Contractor's payment.

**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 inform the Road Agent or his designee immediately. If the vehicle is stuck, the Town will assist for up to an hour; but all liability will remain with the Contractor.

**Snow Plows, Frames & Cutting Edges:** The Town does not provide snow plows and frames for contracted vehicles. Snow plows and frames must be provided by the Contractor and in proper mechanical condition for

each plowing operation. The Town will provide one (1) set of plow cutting edges, a carbide plow blade and a cover top plate to the Contractor. (1 set for plow & 1 set for wing)

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

**Communication:** It is mandatory the Contractor have communication at all times during the entire snow/ice operation with every piece of 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:** Payments will be processed bi-weekly. Time shall be logged only on the **Town of Barnstead Weekly Timesheets**; no other timesheets will be accepted. Timesheets will remain at the Highway Garage. Invoices for each weekly period will be turned in to the Barnstead Highway Department no later than 12:00 Noon the following Monday, after the close of that weekly pay period. The pay week goes from Sunday (12:01 am) through Saturday (12:00 Midnight) and a separate timesheet shall be submitted for each pay week. It is the Contractor's responsibility to get invoices turned in on time otherwise; they will have to wait till the next billing cycle. The Contractor will receive payment within thirty (30) days from the date of invoice, provided all work has been satisfactorily completed.

**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 1<sup>st</sup> 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), the Contractor is permitted to invoice the town for a fuel surcharge for that one (1) month for the amount difference times an hourly usage rate of 3.0 gallons per hour.

$$\{((\$ \text{ rate at 1}^{\text{st}} \text{ of Month}) - (\text{Assumed \# rate})) * \text{hours operated} * 3\} = \text{Month's Fuel Surcharge}$$

The Contractor will be provided with worksheets upon which to submit with his/her invoice.

*\*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 Road 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: August 1, 2019