

TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS
CONTRACTOR'S SNOW AND ICE CONTROL MANUAL

1.0 MISSION

During a Snow and Ice event, the Department of Public Works (DPW) is responsible for treating roads and removing the accumulated snow and ice from the town, county, and most private roads; municipal parking areas; and some sidewalks/bike paths as rapidly and efficiently as possible. The safety and mobility of the community is of the utmost importance. The DPW utilizes its own workforce and equipment, and contractor employees and equipment, to accomplish this task.

2.0 DEFINITION OF TERMS

Main Roads – A class of roads as defined by the DPW that requires larger plows and equipment. These roads tend to be wider, straighter, and have more traffic on them.

Secondary Roads – A class of roads as defined by the DPW that requires smaller plows and equipment. These roads tend to be narrower, curvy, and have less traffic on them.

Snow Plowing – to clear/remove snow via truck or machine from roads, parking areas, and sidewalks.

Snow Removal – to remove accumulated snow via mechanical means (loader/conveyor/blower into a truck) from DPW designated areas and trucking it to a separate DPW designated area.

Spreading – to evenly apply salt, sand, liquid de-icing chemicals, a mix of the same, or other substances directed by the DPW by mechanical means to roads, parking areas, and sidewalks.

3.0 SCOPE OF WORK

- A. Snow Plowing – plowing shall be conducted in DPW defined predetermined routes to the following standards:
 - a. All roads, parking areas, and sidewalks (both paved and unpaved) shall be cleared to their full width.

- b. All paved areas shall be free from any loose accumulation of snow. Plows or buckets will be lowered /angled to their fullest extent to create a scraping effect by the steel plow/bucket edge on the pavement during plowing operations. “Shoes” or other devices used to keep the plow’s or bucket’s edge above the paved surface are not allowed unless written permission from the D.P.W. is granted for certain situations I;e road surface conditions, route assignments for the present contact snow and ice season only. Snow blowers are allowed to have “shoes”, but with no more than 1-2 inches of clearance between the bottom of the intake chute and the top of the pavement.
 - c. All unpaved areas shall be cleared by leaving the plow in a slightly raised position to avoid damage to the unpaved surface.
 - d. All intersections/corners shall be pushed back to their fullest extent possible, as defined by DPW inspectors.
 - e. All sidewalk routes must have clear access from snow being piled up around obstacle’s i.e. telephone poles, walls, support cables etc. If a machine cannot clear the sidewalk around these obstacles, it is up to the contractor to remove the snow by other means such as walk behind snow blowers, shoveling etc...
- B. Spreading - spreading shall be conducted in DPW defined predetermined routes to the following standards:
- a. Spreading shall be conducted with DPW calibrated equipment.
 - b. Spreading shall be at a rate prescribed by the DPW. All materials will be applied at the proper rates to ensure adequate material was applied, while avoiding over-applying material.
 - c. There shall be an even application of the DPW prescribed materials to no less than within one foot of the edges of the road/sidewalk/parking lot. The Contractor will refrain from applying material outside of the limits of the road/sidewalk/parking lot.
 - d. Intersections, curves, round-a-bouts, traffic circles, etc. and their approaches will require special attention to assure proper material applications
- C. Snow Removal – snow removal will only be required upon the DPW’s request. When requested, snow removal will be conducted to the following standards:
- a. Snow and its associated banks/drifts shall be completely removed from the full extent of designated roads (including associated parking stalls) and sidewalks.

4.0 EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

- A. All equipment is required to be in good operating condition, and kept that way throughout the Snow and Ice Season. The DPW may require vehicle and equipment inspection to determine mechanical conditions of equipment. The DPW's judgment as to the condition of the units shall be final, conclusive and binding.
- B. All equipment must meet the requirements of the Registry of Motor Vehicles, Commonwealth of Massachusetts, for the type of equipment and Snow and Ice class route being applied for.
- C. All equipment must arrive at its specified meet point filled with fuel, in good working condition, and with all reimbursable accessories functioning properly. The DPW reserves the right to alter rates based on changed conditions.
- D. Communications Equipment - all contracted equipment must have an operable, reliable communication system.
 - a. Each of the contractor's operators shall have cellular phones to be able to communicate with the DPW inspectors/Emergency Response Center.
 - b. Contractors supplying multi pieces of plowing/spreading equipment will need a communication device for each piece of equipment.
- E. Plow Trucks/Machines – plow trucks and machines will have the following requirements:
 - a. Smaller trucks (1.5 ton or 5,500 and less) require Four wheel Drive
 - b. Machines (loaders, skid steers, snow blowers, etc.) – Contractors should note that machines can be used for plowing operations on roads in certain situations.
- F. Spreading Equipment - spreading equipment will have the following requirements:
 - a. The spreader must be able to be calibrated by DPW personnel, and capable of applying approximately 250-300 pounds of material per lane mile
 - b. The spreader shall have in cab operator metered controls for both its spinner and conveyor that can be adjusted by the operator while underway.
 - c. Spreader's capacity shall be appropriate for the size of the truck/route it serves as determined by DPW personnel

5.0 SAFETY REQUIREMENTS

- A. The Federal Highway Administration has regulations that require employers with drivers of commercial vehicles to have an alcohol and drug-testing program in place. The specific provisions of the regulations are highly detailed and legally complex. The DPW strongly urges you to review the regulations, which are cited as 49 CFR, part 382. (www.fmcsa.dot.gov/rulesregs/fmcsr/regs/382.htm).
- B. No Operator will be allowed to operate a vehicle or piece of equipment longer than 24 hours without a rest period. Contractors should make sure additional operators are available, or risk the vehicle being parked for a minimum of 6 hours while the Operator rests.
- C. Any contractor's operator who must exit or work outside their vehicle for any reason while being employee by the Town of Barnstable is required to wear a reflectorized ANSI Class II safety vest, or ANSI Class II outer clothing.
- D. All vehicles/machines shall comply with applicable Federal and State safety requirements.

6.0 GLOBAL POSITIONING SYSTEM (GPS)

- A. The DPW will issue GPS equipment (portable) to a Contractor. The GPS system will be utilized as a way to track vehicle location, manage the snow and ice events, and increase safety.
- B. The contractor will be required to have the portable GPS unit in the vehicle that is contracted by the Town at all times during a snow and ice operation, regardless of vehicle operator.
- C. If the contractor swaps vehicle during a storm due to breakdown, etc., the GPS unit will go with the new vehicle that is now working for the Town.
- D. If at any time, for reasons other than GPS unit failure, the contractor's vehicle(s) are not able to be tracked by the DPW, or not in their assigned route(s) (unless permission has been granted by their inspector) then the inspector will be notified to log that contractor's vehicle out, and the contractor will not be compensated for the period of time that the vehicle is out of the route or not tracked.

- E. Upon the issuance of said GPS Equipment, the DPW shall further provide, under separate agreement to the Contractor the terms and conditions on the operational use and maintenance responsibility for said GPS equipment.

7.0 OBLIGATIONS OF DPW TO CONTRACTOR

- A. The DPW will assign routes to the successful contractors. All assignments will be effective for the length of the Snow and Ice Season. However, the DPW reserves the right to reassign routes/contractors for reasons that include, but are not limited to, the following:
- a. The operational needs of the Town.
 - b. The DPW cannot reach the contractor in a timely way for whatever reason.
 - c. The contractor's equipment is not available or becomes disabled during the operation.
 - d. The DPW determines that the contractor is not making adequate progress during the operation.
 - e. The DPW determines the Contractor has left their route without permission from their inspector.
 - f. The DPW determines that the storm is of such intensity that additional equipment is required to maintain the route.
 - g. The DPW determines that the Contractor's operator needs to stop and rest.
 - h. The DPW determines that the route requires miscellaneous work during the operation or after the operation is completed by the contractor.
 - i. The DPW determines that the storm is minimal and can be handled by Town employees.
 - j. It is the DPW's opinion that is final and binding in these matters.
- B. The DPW will provide road maps and route descriptions to allow for the orderly completion of the Snow and Ice removal or treatment.
- C. The DPW will assign inspectors to assist the contractors and to insure the timely and satisfactory completion of the routes. The DPW Inspectors are the final arbiters regarding if the work is of adequate quality and has been properly completed.
- D. The DPW will supply ballast (salt and sand) to contractors as required. The vehicle's body must be clean of all other materials before ballast is loaded. Ballast shall be

returned to the DPW when plowing has been completed. Failure to return ballast shall result in a charge to contractors.

- E. The DPW will be the official timekeeper for all Snow and Ice removal activities. It is the responsibility of the contractor to finalize his/her time with their inspector at the conclusion of the snow and ice event.
- F. The DPW will process and tabulate all "Snow and Ice Work Orders" for each individual contractor and route. The work orders will be processed as soon after the activity as possible. All Snow and Ice inspector time sheets shall be final, conclusive and binding. Payments will be processed and mailed to the contractors within a 30 day period after the completion of the work orders.
- G. The DPW will try to leave assigned contractors in their assigned routes for the entire season. However, the DPW reserves the right to reassign routes/contractors for reasons that include, but are not limited to, the following:
 - a. The operational needs of the Town.
 - b. The DPW cannot reach the contractor in a timely way for whatever reason.
 - c. The contractor's equipment is not available or becomes disabled during the operation.
 - d. The DPW determines that the contractor is not making adequate progress during the operation.
 - e. The DPW determines the Contractor has left their route without permission from their inspector.
 - f. The DPW determines that the storm is of such intensity that additional equipment is required to maintain the route.
 - g. The DPW determines that the Contractor's operator needs to stop and rest.
 - h. The DPW determines that the route requires miscellaneous work during the operation or after the operation is completed by the contractor.
 - i. The DPW determines that the storm is minimal and can be handled by Town employees.
 - j. It is the DPW's opinion that is final and binding in these matters.

8.0 OBLIGATIONS OF CONTRACTOR TO TOWN.

- A. The Contractor agrees to be available for Snow and Ice operations, 24 hours a day, throughout the length of the Snow and Ice season as outlined in the contract November 15th to April 15th. Failure to comply with these guidelines could result in termination of the contract and not being invited back for the following season.
- B. The contractor must be able to begin his/her assigned route within 1 hour of being contacted by the DPW.
- C. The contractor agrees to provide the required equipment, necessary repairs, fuel and operators to satisfactorily complete the assigned routes from November 15, 2020 to April 15, 2021.
- D. The contractor agrees NOT TO perform Snow and Ice removal for another person, municipality, entity, or business until being released from his/her assigned route per the DPW.
- E. The Contractor agrees to accept the hourly rates that have been established by the DPW.
- F. It is the responsibility of the contractor to notify the town when not available for plowing for any reason. Failure to do so may result in loss of plow route and the end of season stipend.
- G. The contractor must show by past performance that he/she is capable of performing Snow and Ice removal of this magnitude.
- H. The contractor is responsible for their assigned route and agrees not to sublet or assign his/her route in whole or in part.
- I. The Contractor shall have adequate operators available such that no one operator will be operating the truck/machine for longer than 24-hours. If the DPW finds that an operator has been operating the equipment for over 24 hours, the DPW reserves the right to force that operator to park the equipment and rest. The Contractor will not be compensated for this time if the equipment is parked.
- J. The contractor shall be responsible for damages they cause during an event. The contractor shall indemnify, defend and hold harmless the Town and their agents and employees against all suits, claims or liability of every name and nature and from all claims for things which the contractor is required to do under this contract and for or on account of any injuries to persons or damage to property or nuisances or trespasses, and

specifically including death and consequential damages, arising out of or in consequence of the acts of the contractor in the performance of the work covered by the contract or failure to comply with the terms and conditions of the contract, whether by the contractor or his agents, employees and whether or not such claims, demands, suits, or proceedings are just , unjust, groundless, false or fraudulent and the contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings. This section shall apply to all operations by the contractor in connection with Snow and Ice removal.

- K. The Contractor will return all ballast to the DPW after completing the Snow and Ice operation. The Contractor shall ensure that the their truck is completely empty prior to receiving ballast, and that the ballast is kept clean and free of foreign material that may damage sanding equipment. Failure to return ballast shall result in charge to contractor.
- L. The contractor's operators must have a cell phone at all times during an event to be able to communicate with the DPW Inspectors and the ERC.
- M. The Contractor will obey all traffic regulations, laws, rules of the road and requirements of this policy at all times during a snowplowing event.
- N. The Contractor must have a valid license (drivers, hoisting, etc.), without restriction, for the vehicle/equipment they are operating during a snow and ice event.
- O. The Contractor shall immediately notify the Department of any damage that he/she caused to public or private property during a snowplowing event, and complete the required forms.
- P. The Contractor or his/her operator must be able to communicate and receive oral instructions effectively with his/her inspector. Failure to be able to communicate effectively may result in the termination of the contract.
- Q. The Contractor agrees to have the assigned GPS Unit installed or plugged in in his/her equipment at all times during the snow and ice event. If at any time the contractor knows the unit is longer connected or unplugged, they must notify their inspector immediately.

9.0 COMPENSATION

- A. Rate of compensation is defined by the table included in Attachment A.

- B. The DPW, at their sole discretion, will notify, by telephone, contractors who are required for each Snow and Ice operation. Payment for the operation will begin when the inspector logs them in at the “meet point”, and will cease when the route has been completed to the satisfaction of the DPW inspector and they release the contractor.
- C. The DPW will guarantee a minimum of 4 hours of compensation to contractors called for Snow and Ice operations. Contractors who are recalled to their routes to complete unsatisfactory work will not receive the guaranteed minimum compensation for the recall.

10.0 INSURANCE

- A. As insurance requirements change periodically, please refer to the DPW packet for the most up to date requirements.
- B. Contractors who employ other persons to operate their equipment must maintain Workman's Compensation Insurance for those employees.

11.0 HIRING AND TERMINATION

- A. The DPW will choose the most experienced, well-equipped, contractors who are Interested in providing quality Snow and Ice Control.
- B. All contractors who offer to provide Snow and Ice control will receive fair and equitable treatment.
- C. Contractors who perform successfully during the previous winter season will be given preference over new contractors, and will be given first pick of routes.
- D. If the services of the contractor are for any reason deemed unsatisfactory, the DPW will notify the contractor. If mutually agreeable arrangements cannot be achieved, the contractor will be terminated.