Snowplowing Scope of Work at Hadley Building 167 Lyman Street Westborough, Massachusetts 01581 Winter 2021/2022 (Periods Covered: November 2021 to May 2022)

Under the terms of statewide contract FAC103, Category 2, the Massachusetts Department of Mental Health (DMH) seeks snowplowing and snow removal services along with sanding and de-icing for the Winter 2021/2022 at Hadley Building located at 167 Lyman Street, Westborough, MA 01581. In addition, at the end of the snow season, included would be a Spring sweeping of parking lots/driveway and rear parking identified on the attached map. The selected contractor shall perform services in accordance with the scope of services listed below. DMH is looking for a lump sum seasonal price which will include **at a minimum 12 plowable storms** and the Spring sweeping. Final invoices will not be paid until the Spring sweeping has been completed. Contractors may propose alternative services/pricing to provide equivalent, better or more cost effective snow removal services. The Department of Mental Health will determine if a proposed alternative method of performance is acceptable. Alternative services and/or pricing must be clearly identified on the pricing sheet below or as a separate attachment to the pricing sheet. (Bidders are not mandated to submit Alternative services and pricing.)

1. Equipment:

Contractor to supply all labor, snowplows, front-end loaders, dump trucks, shovels, snow blowers, ice melt, deicing material, de-icing spreaders (hand & truck), and safety equipment needed to complete the work.

2. Snowfall:

Plowing and de-icing of all paved areas and clearing/de-icing of paved areas during storms, to permit access and movement of staff and tenants. Areas will be cleared as identified in Addendum A: Site Map. It is the Contractor's responsibility to return to the property to keep the driveway and parking areas/lots free from ice and snow during operating hours. At no time, shall there be a hazardous/life safety condition. Contractor will be responsible for snow removal during off hours and ensuring final cleanup of all snow after each snowfall event. All snow removal must include at least one de-icing application at the property upon the conclusion of the snowfall event. Additional de-icing applications will be applied to the grounds as needed to maintain access and safe conditions per DMH request. The contractor will begin plowing when three (3) inches of snow has accumulated. This is measured by the contractor at the pavement, not to include drifts. In the case of under three inches of snow, plowing may be necessary on an on call basis and will count toward the 12 plowable storms. After each storm, the contractor will sand and de-ice as defined in line 5.

3. Slippery Conditions Anytime:

When surfaces are slippery and/or temperatures are at or below freezing, the contractor is responsible for applying ice melt/de-icing material, which must be spread on the driveway and parking lot areas. Contractor may only use ice melt types approved by the facility in order to reduce impact on masonry & landscaping. Rock de-icing material or equivalents cannot be used on walkways or courtyards.

4. Charges for Services:

The contractor will submit a monthly invoice indicating the number of storm events for the percentage of lump sum over the six month term (December 2021 to May 2022). The Contractor will not submit additional charges for "during storm clean-up". Once the storm quota of 12 storms is met, additional snow plowing events/costs over the lump sum will be billed on a per storm basis.

5. Approved Areas:

Contractor will pile snow in areas approved by DMH and not block access to building. Off-site snow removal will not be needed and excess snow can be stockpiled in grass areas.

6. Independent Shoveling & De-icing:

As requested by DMH, contractor may be asked to provide independent de-icing on grounds during operating hours or additional shoveling above and beyond what is required by the scope of work. This request would be required to be fulfilled within two hours of notification. See bid sheet for pricing.

7. Curb Indicators:

Contractor is required to install curb indicators before the first snowfall at no additional cost.

8. Pre-Inspection and Damage:

Contractor will inspect Property for pre-existing damage and submit a report detailing all pre- existing damage by commencement of contract award. Facility Manager and Contractor will conduct a walkthrough at the end of winter for this property. At this time, an assessment of any damage done by the Contractor over the winter will be identified and reported to DMH. DMH will report, in writing or by E-mail, any property damage caused by the contractor as soon as physically possible after each storm or when visible. Damage will include, but is not limited to: curbing, shrubs, trees, turf, paving, manholes, catch basins, street shut offs, bollards, buildings, props, doors, fencing, walls, walkways, parking lot lighting, signs, vents, hydrants, etc. Contractor will repair all damage and remove all curb indicators before final payment and/or contract termination/expiration. In the event the contractor damages any turf by snow plowing or snow blowing, the contractor will re-seed the damaged turf in the spring season, no later than May 15, 2022. The contractor will repair any damage that occurs during the snow removal season by May 15, 2022.

9. Emergency Contact:

Contractor shall provide emergency telephone numbers that may be called any time, 24 hours a day, and seven days a week. Contractor will respond within two hours to any call made by building manager for snow removal services.

10. Certified Weather Reports:

Contractor shall provide certified weather reports for each snow event for each property that they are providing services for. The certified weather reports will provide weather information for the zip-code in which the property is located. The report will certify the amount of snowfall for that property. Reports must be submitted with any submitted invoice in order for payment to be processed.

11. Indemnification of Client and Property Owner:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Dept. of Mental Health, their representatives, agents and employees, and be responsible for all costs and expenses including, but not limited to, attorneys' fees, from any and all claims, damages, injuries, or other losses of any type, and specifically including all claims by any employee of Contractor or its subcontractors, sub-subcontractors, or suppliers, arising out of or resulting from the performance of any work for Dept. of Mental Health by Contractor, its agents, employees, subcontractors, sub-subcontractors, sub-subcontractors, sub-subcontractors, its agents.

12. Professionalism:

At all times Contractor will act in a professional manner. Noise will be kept to a minimum to be respectful of DMH tenants and neighbors. Also given that these locations are on state property, smoking & profanity will not

be allowed. Employees of the contractor shall not enter the building and shall only remove snow within the fencing / courtyard area under the supervision of DMH staff.

13. Operating Hours:

Site Operating Hours: Hadley Building is a state office building. Unless stated otherwise, parking lots and driveway must be completely cleared no later than 7:00 am on the day or 7:00 am on the day following the conclusion of the snow storm, whichever is earlier.

14. Roof Top:

Contractor is not responsible for removal of snow from the roof. The Department of Mental Health may request those services separately should the need arise via a quote request.

15. Post Season Sweeping:

Contractor shall include sweeping of the parking lots and driveway areas after the snow season is finished. The cost of the Spring cleanup shall be included in the lump sum seasonal pricing for the first 12 storms. Sweeping must be completed by May 15th 2022. The Contractor's final invoice will not be paid until the sweeping is completed and all damage to the property due to snow removal repaired to DMH's satisfaction.

16. Additional Sanding / de-icing:

Contractor shall also provide a separate cost for sanding/de-icing the parking lots and driveways when plowing is not necessary. Invoicing for independent sanding/de-icing (when there is no plowing) should be sent monthly for payment.

17. Bid Dates:

All related dates to this procurement will be as noted in COMMBUYS.

HADLEY BUILDING - BID SHEET

Interested contractors should provide an annual lump sum seasonal price for the plowing season which must include a minimum **12 plowable** storms for the winter season and the Spring sweeping. The Contractor may increase the minimum number of storms covered under the seasonal price. Please indicate below if your seasonal pricing includes any additional number of plowable storms covered by the lump sum price. A "storm" will be defined as one day = one storm. In the case of an overnight storm, the storm will be counted as one storm.

YEAR 1 - SEASONAL LUMP SUM PRICING 2021-2022:

Lump Sum pricing for Winter Season 2021-2022 (12 plowable storm minimum)	\$
ADDITIONAL PLOWABLE EVENTS:	
Once quota is met above, pricing reverts to lump sum pricing of \$	per storm (no snowfall limits)

These prices (Seasonal Lump Sum and Additonal Plowable Events) above will include: plowing the parking lots/driveway, and applying sand/de-icing agent to the parking lots/driveway along with Spring sweeping of parking lots/driveway. Bidder may not charge for sanding/de-icing during a plowing session.

INDEPENDENT SANDING/DE-ICING PRICING – 2021-2022:

Sanding/De-icing of parking lots/driveway when no plowing:

\$_____ per visit and invoiced monthly

For the purpose of bid comparison, an estimated number of (4) four Additional Plowable Events and (10) ten Independent Sanding / De-icing visits shall be used.

Signature of Bidder

Name of Company

Date