

General Conditions

As the Owner or Lessee, hereafter “Vendor”, of the equipment listed in this Agreement, I or my designee hereby agree to operate said equipment for the purpose of Snow and Ice control when and so directed by the Massachusetts Department of Transportation Highway Division (MassDOT). Compensation for such services shall be based on the conditions in this Agreement and each of the following listed Attachments:

- Attachment A, 2023-2024 Hourly Rental Rates and Vehicle Codes
- Attachment B, Fuel Adjustment Worksheet
- Attachment C, GPS/AVL Agreement
- Attachment D, Vendor/Operator or “Driver” License Certification (Annually)
- Attachment E, Certificate of Spreader Calibration (Annually)
- Attachment F, Executive Order 481- Contractor Certification (Annually)
- Attachment G, Closed Loop Ground Speed Control System Calibration, Data and Volume Verification Form (Annually)

All Vendors shall follow standard MassDOT operational procedures relative to snow and ice operations. They are posted on the MassDOT Highway Division website; Go to: <https://www.mass.gov/snow-and-ice-vendor-information>.

It is MassDOT’s objective to conduct Snow and Ice Operations in conformance with the terms of this Agreement. However, no terms contained herein shall be construed to limit the ability to respond in emergency situations and ensure the safety of the traveling public.

This Agreement shall commence on the date the Agreement has been executed by both the Vendor and MassDOT’s District Highway Director or designee. This Agreement shall terminate on May 31, 2024, unless this date is amended in accordance with all applicable laws and regulations prior to this date, or unless terminated upon 30 days prior written notice to the Vendor. MassDOT may terminate or suspend this Agreement for its convenience at any time without penalty, and for cause if the Vendor breaches any material term or condition or fails to perform or fulfill any material obligation required by this Agreement.

The Vendor shall comply with all applicable federal and state laws, rules and regulations. If any provision of this Agreement is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of this Agreement, or portions thereof, shall be enforced to the fullest extent permitted by law. The Vendor may not currently be debarred or suspended by the federal or state government under any law or regulation including Executive Order 147, G.L. c. 29, § 29F, G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B, G.L. c. 152, § 25C and G.L. c. 81, § 8B.

The Vendor may not subcontract any portion of this Agreement. The Vendor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under this Agreement, with the exception that the Vendor shall be authorized to assign present and prospective claims for money due to the Vendor pursuant to this Agreement in accordance with M.G.L. C. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable MassDOT to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to MassDOT or the Commonwealth against the Contractor.

Where written notice is required, it shall be deemed delivered and received when submitted in writing, or when delivered by any other appropriate method, such as email, evidencing actual receipt by MassDOT or the Vendor. The Vendor shall comply with M.G.L. C. 66A if the Vendor becomes a "holder" of "personal data". The Vendor shall maintain documents and records as specified by the Agreement.

All equipment will be assigned based on operational needs. However, MassDOT will make every effort to assign each piece of equipment within a practical travel/response time from the Vendor’s facility to their Depot assignment or at the reasonable request of the Vendor. Priority of assignments will be based on equipment meeting all associated Submission Deadlines as described herein on Page 7.

All Vendors and equipment operators are required to follow MassDOT's instructions pertaining to snow and ice operations and only plow and apply materials along designated roadways. Failure to comply with MassDOT's instructions and conditions shall be documented and could result in suspension or termination of this Agreement. All material spreaders, chemical tank trucks and material loader operators are required to respond to their designated depot when called and report in upon arrival. Failure to notify MassDOT personnel upon arrival may result in a loss of the 30-minute travel allowance compensation. At the end of each event these vehicles are required to return to their designated depot, spin off any unused material, if applicable, and confirm departure times with MassDOT. Applying excess material onto the roadway as a method of spinning off unused material is strictly prohibited. All other equipment is required to report to their designated location. Upon arrival at the location, equipment operators are required to contact their designated MassDOT staff to confirm their arrival. At the end of the shift all equipment shall return to the location where their shift began and confirm their departure time with the designated MassDOT staff.

All trucks, except those not directly related with snow and ice operations, e.g., hauling vehicles, sweepers, vacuum/jet trucks, etc. are always required to carry a plow. At the discretion of MassDOT personnel, exceptions may be made for liquid tankers with a capacity of 500 gallons or greater that are utilized in roadway pretreatment operations. All plow cutting edges shall be steel, except as approved with justification by District Snow and Ice personnel. Any vehicle with a gross vehicle weight of 26,000 lb or greater shall be equipped with a plow that is 36" or higher.

All Vendors and their equipment operators shall possess a cell phone and ensure it is on, capable of maintaining a full charge, and reachable at all times while working for MassDOT. If such cell phone is the primary 24/7 contact to report to duty, the phone number, and any future changes to cell phone information, must be provided to MassDOT's Depot Supervisor/Timekeeper.

All equipment will be issued a MassDOT equipment decal with its Equipment Number "E#". The decal will be applied by MassDOT Staff on the rear of the equipment behind the driver's side door. An additional decal may be applied to the rear of any vehicle's plow, at MassDOT's discretion. The decals must remain in place for the duration of the Snow and Ice season.

Material Spreader Requirements

All spreaders and tankers must be equipped with automated synchronization (ground speed control) and adjustable controls in the cab of the truck. All spreaders must be capable of consistently dispensing material at 240 pounds per lane mile, over at least 2 lane widths. Vehicles with undercarriage discharge that can spread only one lane width may not be placed in the rotation at MassDOT's discretion. See page 8 of this Agreement for more on rotation. All spreaders shall be equipped with operable pre-wetting units capable of applying between 8-20 gallons of liquid de-icing chemical per ton of material. All spreaders and direct liquid materials spreaders are required to be calibrated by a MassDOT approved calibrator prior to the deadline (see page 7). Vendors that are notified that their equipment is not calibrated correctly, or pre-wetting unit is inoperable, will be allowed to finish their work shift, but will not be allowed to return until their equipment has been repaired/properly calibrated and inspected by MassDOT. Vendors that are requested to work prior to making repairs will be penalized per hour equal to the compensation rate of the applicable Spreader Code. When requested to work, this equipment will also be released first and MassDOT will not be required to pay the four-hour minimum shift or 30-minute travel allowance compensation. All equipment will be subject to inspection by MassDOT at any time during the winter season. All Vendors are always required to carry a copy of their approved Certificate of Calibration in their vehicle while employed by MassDOT.

MassDOT requires the transfer of the data gathered by having a closed loop ground speed control system as part of the compensation for this equipment. The closed loop systems will have data logging capabilities and shall document at a minimum, but not be limited to, the following data: Pounds or Tons of Material Applied, Types of Material, Gallons of Liquid Dispensed, Miles Traveled, Location of Dispensed Material, Lane Miles Applied, Time of Application, Application Rates. The information shall be provided in person or by phone by the Vendor to the timekeeper or other MassDOT representative at the Depot at the conclusion of each deployment. Material Spreaders must carry a GPS that has been verified as functional by MassDOT (see pages 9-10 of this Agreement and Attachment C). **Vendors with no verified GPS, and/or that fail to provide the accurate closed loop data for any deployment shall not be compensated for the closed loop controller for that deployment.** All information gathered shall remain the property of MassDOT and used at its discretion.

MassDOT requires that all Calibration Vendors install Reflective Sheeting Tape on the body of all material spreaders that they calibrate, placed horizontally on the sander body, on either side of the gate door, at the proper calibrated height of the gate opening,

and along the bottom edge of the gate door as part of the calibration procedure. This gives MassDOT inspectors the ability to visually determine, while following a material spreader, whether the spreader's gate door is raised to its proper calibrated height without the need to stop the material spreader vehicle and impact operations. It is always the responsibility of the material spreader owner to maintain the tape marking while employed by MassDOT. Failure to adhere to the requirement will result in penalty, the severity of which will depend on the magnitude and frequency of the violation(s).

All material spreaders' spinner height shall be 16" (+/- 4") above the pavement.

Compensation

Vendors shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement. Overpayments or the Vendor's failure to return equipment or deicing materials shall be reimbursed by the Vendor or may be offset by MassDOT from future payments in accordance with this agreement and/or state finance law.

All hourly rates in this Agreement include the equipment, accessories, licensed qualified operators and operating costs, including but not limited to, insurance, registration fees, maintenance, repairs and fuel. All equipment must arrive filled with fuel, in good working condition, and with all approved reimbursable accessories functioning properly. MassDOT reserves the right to alter rates based on changed conditions. All approved accessories will be compensated at all times while the vehicle is working for MassDOT, unless designated on Attachment A. MassDOT reserves the right, at its sole discretion, to approve only vehicles and/or accessories it chooses to satisfy District/Depot needs.

Failure to meet any of the requirements of this contract, including but not limited to the following: fueled ready for work, charged mobile phone and charging device and required vehicle and personal safety equipment accessories may result in nonpayment of the four (4) hour shift minimum and removal of the equipment from service.

Vendors that meet the specified deadlines for electronic submission of all required documents and vehicle/safety inspection/calibration (see page 7, Agreement Submission Deadlines and Requirements) for material spreaders and plows will be paid an Early Sign-up Bonus in accordance with Attachment A, contingent upon any material spreader having a documented, functional GPS receiver. In addition, Vendors with such equipment that meet the submission deadlines and are requested to work prior to December 1st and after March 31st will be paid an Extended Season Bonus in accordance with Attachment A. Material loaders are not eligible for the Extended Season Bonus. Please note that to qualify for the Early Sign-up Bonus for otherwise qualifying equipment, a Snow & Ice Vendor must be enrolled in Electronic Funds Transfer (EFT). Information can be found here:

<https://massfinance.state.ma.us/VendorWeb/eftWhatis.asp>

The cost of fuel will be adjusted based on the difference between the prevailing regional monthly fuel price and its base price (August 2023) as shown in Attachment B, Fuel Adjustment Worksheet. Fuel cost will be adjusted monthly based on the retail price of ultra-low sulfur diesel fuel for the New England region as published by the Energy Information Administration (EIA) of the Department of Energy (www.eia.doe.gov). The August 2023 base price will remain unchanged for the duration of this Agreement. The Fuel Adjustment program ensures that Vendors do not pay more than the August 2023 base price per gallon during the season.

Vendors shall be compensated for a minimum of four hours. When the time worked exceeds four hours, the actual time worked shall be compensated. All Vendors will be paid from the time that an operator and required equipment arrives at a MassDOT designated location until the time they are released by MassDOT. Vendors that arrive within 45 minutes of being called shall be paid a travel allowance equal to 30 minutes. Vendors that arrive after 45 minutes from being called will be considered late and documented as such. Vendors that arrive after 75 minutes will not be guaranteed the four-hour minimum compensation. Vendors that repeatedly arrive after 75 minutes may be considered overdue and replaced at the discretion of the District Highway Director or his/her designee. However, if MassDOT has a surplus of equipment at a particular location and an alternate work location is offered to an Owner that is a significant distance away from the original requested location, the 75-minute response time criterion may be waived at the discretion of MassDOT on a case-by-case basis. In all cases the 30-minute travel allowance compensation will remain fixed.

Vendors that are requested to provide equipment for post storm clean-up or other scheduled work where MassDOT sets the required arrival time, other than loaders scheduled to load material, will be paid a travel allowance if they arrive on time. Vendors that are late

three or more times will not be called for additional scheduled work. All requests by MassDOT for scheduled work shall be made at least four hours prior to the scheduled start time whenever possible.

Vendors may be asked to travel beyond the limits of the assigned depot for operational needs. If MassDOT requests a Vendor to travel beyond the limits of their assigned depot, the Vendor shall be compensated from the time they leave until the time they return to the location of deployment. Any travel beyond a twenty (20) mile radius of their assigned depot will be considered voluntary. The hours worked by a Vendor beyond a twenty (20) mile radius of their assigned depot shall not be credited towards their rotation hours at their assigned depot.

All vehicle operators shall be allowed 15-minute paid break every four hours and a 30-minute paid break every eight hours, for a total of 45 minutes every eight hours. These times cannot be combined to extend break periods and breaks cannot be taken at the end of a shift. Standby time of more than 45 minutes within a depot property boundary or other MassDOT designated staging area, that occurs after an operator has completed an assignment, may be considered meeting the requirements of a 15-minute break. In some locations, during certain times of the day, break periods may need to be extended due to additional travel time to the nearest available food service location. All breaks must be requested by the Vendor by phone and approved by MassDOT staff prior to a Vendor leaving the designated staging area or assigned route. Depending on operational needs and weather conditions, the approval of break requests may need to be delayed until conditions allow.

MassDOT may conduct specific training sessions (Tailgate Training) to improve Snow and Ice operations. Compensation for these sessions will be based on one driver, fully qualified to drive a piece of eligible equipment, representing one piece of eligible dispensing equipment (including salt spreaders, loaders, and tankers). The training stipend for the driver/equipment piece will be a flat \$300 rate.

Every two weeks throughout the Snow and Ice season any Vendor that has accumulated hours of service to MassDOT during the preceding bi-weekly period will be emailed a summary of hours worked. The summary will contain the Vendor's compensation amounts (i.e., work hours, dates, and times, etc.) and any bonuses, penalties or rate adjustments that are applicable for the previous two-week period. If after mutual review by the Vendor and MassDOT there is the need for any changes or corrections, the Vendor will be provided a revised copy via email. MassDOT will process all hourly summaries in a timely manner. Should any Vendor fail to contest a current biweekly summary of hours worked, payment will be issued by MassDOT following five (5) business days, based on what will be deemed by MassDOT as that Vendor's presumptive approval of the subject summary. Electronic Funds Transfer is the mandated method of payment for Vendors.

Equipment Breakdowns and Repairs

Vendors making a good faith effort to repair broken equipment during a work shift shall be compensated for up to one (1) hour to make repairs (Repair Time). However, the vendor must complete four (4) hours of work in any callout prior to becoming eligible for the one hour of compensated Repair Time. Failure to complete these initial four (4) hours per callout will result in loss of the equipment piece's 30-minute travel allowance. If the equipment cannot be repaired during the one (1) hour of Repair Time, the Repair Time will not be compensated, and the equipment shall be removed from paid service and all remaining hours for that event shall count towards rotation hours for that equipment piece; hours will be based on the average hours of similar equipment class code working that storm event. Each piece of equipment will only be compensated for one breakdown per storm event, and a maximum of two breakdowns per Snow and Ice season. If a vehicle has been left within the State Highway Layout (SHLO) for greater than two hours, MassDOT may report the vehicle to the State Police for removal. The Vendor is responsible for all costs to have the vehicle towed, if necessary. Vendors will not be allowed to perform any type of maintenance, except emergency repairs, to any vehicles or equipment at any MassDOT facility or within the SHLO. If an emergency does arise and it is necessary to perform repair work, it shall be performed in an area designated by MassDOT. No repairs shall be made along roadways in locations that impact traffic flow or are determined to be unsafe by MassDOT or the State Police. These vehicles shall be removed as soon as possible.

The Vendor will be liable to clean up and remove all fluids, debris, spills, etc., that result from any breakdowns or repair work. If a release or spill is a reportable condition to the Department of Environmental Protection (DEP), the Vendor is required to notify DEP and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Vendor's sole expense.

Safety Requirements

Any Vendor or Operator who must exit their vehicle for any reason at a MassDOT facility or within the SHLO is required to wear a reflectorized American National Standards Institute (ANSI) Class II safety vest, and a protective hardhat while outside their vehicle. At any time should the Vendor fail to wear the proper personal protective equipment required by MassDOT, it may result in that specific piece of equipment and driver being relieved of duty, while the equipment piece's hours in the equipment rotation continue to accrue until all similar equipment pieces have been released from the affected piece's assigned depot.

All vehicles and equipment utilized through this Agreement shall be equipped with the following safety equipment:

- All Snow & Ice equipment shall have a reverse signal alarm that is audible above the surrounding noise level.
- One six-inch amber flashing light, mounted on the highest practical point of each vehicle. The light(s) must be visible for a distance of 300 feet during daylight hours, from the front, rear and both sides of the vehicle. Vehicles that have a body or attachment that extends above the rear of the cab must mount the lighting on a bracket or other device to extend the lighting above the body or attachment. Additional amber flashing light installations may be accepted but the lighting must be visible from any position 360 degrees around the vehicle. All installations must be approved by MassDOT, and only amber lights qualify for approval.
- One strip of continuous retroreflective sheeting applied to the rear of all equipment and vehicles, placed as horizontally as possible in an alternating white and red pattern. The sheeting shall be a minimum of 2 inches wide by 60 inches long and meet the requirements of DOT-C2 grade sheeting. DOT-C3 and DOT-C4 grade sheeting shall be allowed. The sheeting shall be placed in a continuous strip across the rear bumper, tailgate or other MassDOT approved location.
- If you are providing a wing plow to MassDOT snow and ice operations, it is imperative that it be visible. MassDOT is requiring a Class 1 LED light to be attached to the furthest end of any wing plow. The light shall be of sufficient size and candle power that it can be easily seen from the rear so that operators of vehicles behind the plow are aware that the wing is deployed. It will also have retro-reflective sheeting sufficient to outline the top and bottom support bars. The sheeting shall be a minimum of 2 inches wide and meet the requirements of DOT-C2 grade sheeting. DOT-C3 and DOT-C4 grade sheeting shall be allowed.

All vehicles and equipment utilized through this Agreement having a GVW greater than or equal to 16,001 pounds shall be equipped with the following additional safety equipment:

- A minimum of two flashing amber lights mounted on the rear of each side of the vehicle. These lights shall be at least six inches in one dimension along the lens width or length, mounted no less than six feet above the roadway and visible for 300 feet during daylight hours.
- One additional strip of continuous retroreflective sheeting applied to the rear of all equipment and vehicles, placed as horizontally as possible in an alternating white and red pattern. The sheeting shall be a minimum of 2 inches wide by 60 inches long and meet the requirements of DOT-C2 grade sheeting. DOT-C3 and DOT-C4 grade sheeting shall be allowed. One strip of sheeting shall be placed continuous across the rear bumper, lower tailgate or other MassDOT approved location. The additional strip of sheeting shall be placed at or near the top of the tailgate or other element approved by MassDOT.

The Vendor is responsible to ensure that all vehicles conform to applicable OSHA regulations pertaining to reverse signal alarms. For more information, please refer to 29 CFR 1926.601-602. All equipment shall be equipped with safety lighting in conformance with MGL Chapter 90, Section 7E as well as 540 CMR, Section 22.06 and the following:

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. MassDOT strongly urges you to review the regulations, which are cited as 49 CFR Part 382: (<https://www.fmcsa.dot.gov/regulations/title49/part/382>).

At all locations where anti-icing and deicing chemicals are stored, MassDOT shall provide a safety data sheet (SDS) for liquid deicing chemicals. Vendors carrying liquid deicing chemicals shall always carry a copy of the appropriate SDS in their vehicle. Personnel at the depot where the liquid deicer is supplied to the vendor will provide the appropriate SDS via email upon vendor request. Due to health

concerns regarding microbial infections arising from shared safety equipment, MassDOT will no longer provide impermeable gloves and eye protection normally used while vendors fill liquid tanks with deicing chemicals. It is incumbent upon the vendor to purchase and maintain their own such safety equipment.

Vendor Legal Liability for Damage

To prevent snow and ice being pushed off bridges onto the roadways or railroad tracks below (also known as “snow overs”), all Snow and Ice Vendors must use extreme caution, straighten plow blade, and reduce speed at all bridges to less than 20 MPH. This is a critical concept, and any Vendor found to be in violation will be removed from service for the remainder of the event, and subject to further discipline as determined by MassDOT. Additionally, the Vendor agrees to indemnify MassDOT against any and all claims arising from the Vendor’s failure to use caution to prevent snow overs.

For property damage and/or personal injury claims presented to MassDOT in which the claimant alleges facts indicating that one or more Snow and Ice Vendors may be liable, MassDOT will first attempt to identify the Vendor that should respond to the claim. However, if MassDOT cannot identify such Vendor with certainty, the claim will be referred to all Vendor(s) assigned to the relevant snow route during the time in question. Vendors should notify their insurance carriers of the claim in a timely manner.

Licenses, Registration and Insurance Requirements

By signing this Agreement, the Vendor has consented to Attachment D, Vendor License Certification and the terms contained therein. This certification requires Vendors to verify the license status of all vehicle or equipment operators and prohibits the use of unlicensed operators in the performance of duties tandem to this Agreement. The Vendor is further obligated to report the loss, revocation, or suspension of any operator’s license between October 15th and April 15th. Each Vendor must complete Attachment D prior to receiving Agreement approval and/or being allowed to work. The use of any unlicensed operator will be considered a material breach of this Agreement for which MassDOT reserves all rights and remedies including but not limited to monetary compensation, withholding of payments, Agreement suspension or termination.

MassDOT reserves the right to implement a system to verify the license status of any or all drivers and operators of equipment subject to this Agreement. Once implemented, this system will require Vendors to submit the name, license number and date of birth for all drivers and equipment operators for verification by MassDOT or its designee. This system may require Vendors to enter information into a secure internet application or to enter the information into an approved MassDOT form and submit it via email. It shall be the Vendor’s responsibility to submit the required license data prior to permitting said drivers or equipment operators to work under this Agreement. Failure to list operators will be considered a material breach of this Agreement for which MassDOT reserves all rights and remedies including but not limited to monetary compensation, withholding of payments, Agreement suspension or termination.

During the term of this Agreement each Vendor shall maintain a current vehicle registration for the specified equipment in this Agreement. Passenger vehicle registrations are not allowed on any vehicles listed in this Agreement. Out of state registrations greater than 26,000 GVW must be apportioned plates by law, and a copy of the cab card must be submitted with the registration information for this equipment. All equipment must be used in accordance with all the requirements of the Massachusetts Registry of Motor Vehicles (RMV), and all other motor vehicle laws. All specified equipment in this agreement must have a valid safety inspection sticker that meets all the requirements of the RMV. The Vendor agrees to promptly forward a copy of any new or revised registration of listed equipment to the District Highway Director. Failure to keep listed equipment registered will terminate this Agreement relative to each unregistered piece. “Repair” plates, “Dealer” plates and “Farm” plates are not allowed. “Owner Contractor” (OC) plates may only be used on rubber-tired backhoes, loaders, and graders. Vendors are permitted and encouraged to obtain Massachusetts Commercial Snow Removal (SR) Plates. All registration plates must be attached to the vehicle or equipment at all times during snow and ice operations. The Vendor is responsible to ensure that all equipment listed in this Agreement is legally insured as required by all Massachusetts laws and regulations.

Agreement Submission Deadlines and Requirements

To receive MassDOT's Early Sign-up and Extended Season Bonuses, Vendors must complete and submit (via email or traditional mail-see final page of this Agreement for addresses) all the specified documents on or before each of the following deadlines. If all required items are available, Vendors are strongly encouraged to submit them in one package at the earliest possible date. However, the items must be submitted prior to their respective submission deadline date. If submission deadlines are not met, that piece of equipment may be placed in the spare list.

Vendors submitting documentation for multiple equipment pieces and/or pursuing work at multiple depots must organize all paperwork by Equipment No. and depot. (Note: New Vendors will not have an assignment or E# at the time of submission).

October 6, 2023 - The following items must be postmarked by or emailed to the appropriate District office (see page 10 of this Agreement for District email and postal addresses) indicating your interest in working for MassDOT for the 2023-2024 winter season:

1. One original Equipment Listing and Vehicle Code sheet for each Depot a Vendor requests to work.
2. One original of MassDOT's 2023-2024 Snow and Ice Control Agreement Signature Page.
3. Attachment D, Vendor License Certification Form.
4. Attachment F, Executive Order 481, Contractor Certification Form.
5. W-9 Tax Form (Only required for new Vendors or returning Vendors who have changed their company name, address, or tax identification number).
6. Electronic Funds Transfer (EFT) Sign-up Form (Only required for new Vendors, returning Vendors who are not enrolled in EFT, or Vendors who have changed their bank information). Vendors must be enrolled in EFT to be eligible for Early Sign-up and Extended Season Bonuses for otherwise qualifying equipment.
7. For new or modified equipment only: A minimum of two recent photographs of each such piece of equipment listed in the Agreement. Both photos must be angled, and one must be taken from the rear left of the vehicle and the second from the front right of the vehicle. The photographs must show the vehicle registration number, all vehicle accessories, including plows, safety lights and retroreflective sheeting.
8. A copy of the current vehicle registration for each piece of equipment listed on the Vehicle Code sheet. (Equipment without Massachusetts Commercial Snow Removal (SR) plates must submit a new registration prior to January 1, 2024).

November 4, 2023 - The following Inspections must be completed and indicated as **PASSED** by District personnel:

1. A Vehicle Inspection Checklist signed by the vehicle Owner and MassDOT representative.
2. A Safety Inspection Checklist signed by the vehicle Owner and MassDOT representative.
3. Attachment G, Closed Loop Ground Speed Control System Calibration, Data and Volume Verification Form (material dispensing vehicles).

Agreement Approval and Assignment Notification

This Agreement and necessary attachments are required to be mailed or emailed to the District in which the Vendor chooses to work. Under no circumstances can paperwork be walked into District Headquarters this season.

MassDOT's District Highway Directors will determine the type of equipment needed for each depot location. Vendors must adhere to all the specified submission deadlines in order to be considered for assignment. Priority will be given to Vendors that offer the desired equipment type and have submitted the appropriate attachments required by MassDOT consistent with the specified deadlines. Second priority will be given to Vendors that meet the specified deadlines for submission of all required documents and vehicle inspection/calibration forms. Third priority will be given to Vendors with the greatest number of consecutive years of satisfactory service at the chosen depot with like equipment class code. Those Vendors that have incomplete paperwork submissions will not be considered for assignment unless other equipment is not available and approved by the District Highway Director. Vendors may indicate up to three depot locations at which they are willing to work. Please review the MassDOT District Boundary Maps and District office listings.

It shall be the responsibility of the Owner/Vendor to read this Agreement in its entirety to ensure all submission deadlines and requirements have been met.

Upon submission of the required documents, MassDOT will contact the Vendor with the dates, times and locations when inspections will be performed. In order to maintain first priority at a requested depot, Vendors must have their equipment inspected by the deadline shown on page 7. Equipment inspections shall be performed at an agreed upon location approved by the District Maintenance Engineer. Any piece of equipment that does not meet all the requirements of the vehicle inspection and safety inspection must be re-inspected at a MassDOT-approved location. Agreements will not be considered complete until the vehicle and safety inspections are completed and accepted. Upon a completed vehicle and safety inspection and approval of this Agreement by the District Highway Director, the Vendor will be notified of their assigned depot location.

Equipment Rotation

MassDOT's District Highway Director will determine the required type and quantity of all vehicles and accessories for each depot. Approved equipment shall be rotated throughout the season. In establishing the rotation list, consideration will be given to the type, size and attachments provided for the required equipment, the responsiveness of the Vendor and the submission deadlines and required documents as listed on page 7. Additionally, material spreaders (salt spreaders and tankers) require a functional GPS device (as verified by MassDOT staff upon equipment inspection) to be eligible for the rotation list. Once the rotation list has been established, MassDOT will make every effort to maintain a fair and equitable balance of hours for each equipment class code. **It should be understood that operational needs supersede rotational hours when making initial call outs for emergencies.** Equipment will not be considered part of a rotation unless all required documents have been submitted by the applicable submission deadline and approved and all required vehicle inspections have been performed and passed.

Rotation will be based on the per vehicle hours worked to date. The total number of hours shall include hours worked during normal operations and hours that the equipment was requested to work but not available, broken down or awaiting contract document submission. **When MassDOT requests a specific piece of equipment and the Vendor fails to respond, is unavailable to work (excused or unexcused), or the Vendor provides a piece of equipment other than that requested by MassDOT, the total average hours for that event worked by vehicles with a similar Class Code at the Vendor's depot shall count towards the absent piece of equipment's rotation hours as though the equipment actually worked.** Each Snow & Ice season, the Vendor is allowed two excused absences per a specific piece of equipment (Equipment #) due to vehicle repair needs or personal reasons, as long as the Vendor notifies MassDOT in advance and prior to noon of the previous workday that the subject equipment is unavailable for a defined period (use the email addresses listed for Districts on the last page of this Agreement). Each defined period cannot exceed more than three days from the date of notification. Vendors choosing to utilize an excused absence will accrue rotation hours for that piece of equipment for the duration of the absence. A Vendor's failure to respond or give notification that their equipment will be unavailable greater than the two excused absences will result in the Vendor's equipment being removed from the rotation list and being placed in the spare equipment list and could lead to suspension or termination of the Vendor.

The following hours worked for MassDOT shall not be credited towards a Vendor's rotation hours:

- Hours worked by a Vendor during normal operations beyond twenty (20) mile radius of their assigned depot's jurisdictional boundary.
- Hours worked by a Vendor performing roadway pretreatment, post storm clean up or hauling snow.
- Hours worked by a Vendor hauling de-icing, anti-icing materials or sand.

Material Loader

Should a Vendor choose not to continue providing a material loader and operator for a particular depot or become unable to perform the required duties during any season, MassDOT's District Highway Director shall select the next Vendor from the qualified equipment list for that depot. The selected Vendor shall have a loader with a bucket capacity of 3 cubic yards or greater. The Vendor selected to provide the material loader must demonstrate the ability to provide a loader and licensed operator within 45 minutes from the time called by MassDOT. Failure to meet these requirements shall be cause for MassDOT to select the next qualified Vendor.

Resolution of Issues

All issues that affect a Vendor's rate of pay, hours worked, working conditions, safety issues or the behavior/performance of a MassDOT employee should be verbally reported to MassDOT as soon as possible. To ensure the proper resolution of each issue, a written statement signed by the Vendor shall be submitted within seventy-two (72) hours of the completion of the storm event in which the incident occurred, to the District Highway Director and MassDOT's Snow and Ice Dispute Resolution Committee, c/o Lead State Snow and Ice Engineer, 10 Park Plaza, Suite 7410, Highway Operations, Boston, MA 02116. Issues that occur during non-snow and ice operations must be submitted in writing to the District Office within 72 hours of the Vendor being made aware of the issue. District mailing addresses are provided on the next page.

The District Highway Director shall endeavor to respond within twenty (20) business days from the receipt of each written statement. If the District Highway Director determines that a meeting with the Vendor is warranted, the Vendor shall have the option to be represented at the meeting by any individual that they choose. If a Vendor chooses to be represented by an attorney, MassDOT must be informed at least forty-eight (48) hours prior to the meeting. Issues not reported by the Vendor within the specified 72-hour period are deemed waived. All decisions will be based on the information submitted by the Vendor, MassDOT employees, and the conditions stated in this Agreement.

If an issue is not resolved in a manner that is satisfactory to the Vendor and the District, the Vendor may submit a dispute to MassDOT's Snow and Ice Dispute Resolution Committee. The Committee shall be comprised of five members appointed by the Administrator. The Committee shall appoint an additional member that will serve solely as a secretary. Information must be sent to: Snow and Ice Dispute Resolution Committee, c/o Lead State Snow and Ice Engineer, Massachusetts Department of Transportation, State Transportation Building, 7th Floor, Highway Operations, 10 Park Plaza, Boston, MA 02116. A decision of the Snow and Ice Dispute Committee, including a decision to terminate a Vendor from this Agreement, shall be final and binding.

MassDOT will issue all reports or memos regarding a Vendor's performance or other documented issues within 20 business days of the District Highway Director's review and approval.

Global Positioning System/Automatic Vehicle Locator (GPS/AVL) Equipment

MassDOT, at its discretion, will issue GPS/AVL-enabled hardware (hereafter referenced as "GPS Equipment") to any Vendor participating in this Snow & Ice Control Agreement. The GPS Equipment will be utilized to track vehicle location as a means to increase safety, evaluate route location and completion, monitor material usage and redeploy or dispatch equipment. In addition to the requirements that material spreaders have a working GPS to receive closed loop compensation, and to remain eligible for the rotation list (stated on pages 2 and 8, respectively), MassDOT shall further provide to the Vendor, under separate Agreement (Attachment C,

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GPS/AVL Agreement), the terms and conditions of the operational use and maintenance responsibility for said GPS Equipment. The GPS/AVL Agreement shall be incorporated within and made part of this Snow & Ice Control Agreement. GPS Equipment is property of MassDOT and shall be returned to MassDOT in working condition when requested. A Vendor's failure to do so may lead to additional financial obligations and/or legal action.

District Headquarters Locations and Snow & Ice Program Phone Numbers:

<p align="center">District One Headquarters 270 Main Street Lenox, MA 02140 857-368-1000 D1LenoxSnowIce@dot.state.ma.us</p>	<p align="center">District Two Headquarters 811 North King Street Northampton, MA 01060 857-368-2000 D2NorthamptonSnowIce@dot.state.ma.us</p>	<p align="center">District Three Headquarters 499 Plantation Parkway Worcester, MA 01605 857-368-3000 D3WorcesterSnowIce@dot.state.ma.us</p>
<p align="center">District Four Headquarters 519 Appleton St. Arlington, MA 02476 857-368-4050 D4ArlingtonSnowIce@dot.state.ma.us</p>	<p align="center">District Five Headquarters 1000 County St. Taunton, MA 02780 857-368-5210 D5TauntonSnow&Ice@dot.state.ma.us</p>	<p align="center">District Six Headquarters 185 Kneeland Street Boston, MA 02111 857-368-6111 D6BostonSnowIce@dot.state.ma.us</p>