

CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE
STREETS DIVISION
SNOW & ICE CONTROL EQUIPMENT RENTAL AGREEMENT

General Conditions

As the Owner or Lessee, hereafter "Contractor", of the equipment listed in this agreement, I hereby agree to operate said equipment for the purpose of snow and ice control when and so directed by the City of Fall River Department of Community Maintenance hereafter (FRDCM). Compensation for such services shall be based on the conditions in this agreement and each of the following listed Attachments:

Attachment I, 2019-2020 Hourly rental rates and vehicle codes
Attachment II, Equipment Listing and Vehicle Code
Attachment III, Contractor License Certification
Attachment IV, Contractor Certification
Attachment V, Agreement Signature Page

It is Fall River's Department of Community Maintenance, 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 emergencies and ensure the safety of the traveling public.

This Agreement shall commence on the date the Agreement has been executed by both the Contractor and Fall River's Community Maintenance Director. This Agreement shall terminate on May 31, 2020 unless this date is amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended upon prior written notice to the Contractor. FRDCM may terminate or suspend this Agreement without penalty, if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by this Agreement.

The Contractor shall comply with all applicable federal and state & local laws, rules and regulations. If any provision of this Agreement is found to be superseded by city, state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the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 Contractor may not subcontract any portion of this Contract. The Contractor 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 Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to this Agreement in accordance with M.G.L. C. 106, §9-318.

Where written notice is required, it shall be deemed delivered and received when submitted in writing, in person or when delivered by any other appropriate method evidencing actual receipt by Fall River DCM or the Contractor. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data".

The Contractor shall maintain documents and records as specified by the Agreement.

The Contractor shall maintain documents and records as specified by the Agreement.

FRDCM will strive to accommodate sector location requests from Contractors who meet the specified deadlines for submission of all required documents. If FRDCM equipment requirements have been met at a particular location, FRDCM will offer Contractors, who have met the specified deadlines for submission, an alternate sector where equipment is needed.

All Contractors and equipment operators are required to follow FRDCM instructions pertaining to snow and ice operations, only plow, and apply materials along designated roadways. Failure to comply with FRDCM instructions and conditions shall be documented and could result in suspension or termination of this Agreement. All spreader, operators are required to report to their designated sector/FRDCM Complex and sign in.

At the end of each event, they are required to return to their designated location, spin off any unused material, if applicable, and sign out. Applying excess material onto the roadway as a method of spinning off unused material is not allowed.

All other equipment is required to report to their designated sector. Upon arrival at the location, equipment operators are required to contact their designated FRDCM staff person to confirm their arrival. At the end of the shift, all equipment will return to the location where their shift began and confirm their departure time with the designated FRDCM staff.

All plow cutting edges shall be steel. All Contractors are required to provide their equipment operators with a cellular phone while working for FRDCM. The Contractor or operator must provide the phone number to FRDCM Sector Leader or FRDCM Dispatcher/Supervisor and inform them of any changes.

All equipment will be issued a FRDCM Sector number equipment decal. The decal must be applied on the Drivers Side Window of the equipment or in a location approved by FRDCM. The decals must remain in place for the duration of the snow and ice season.

All spreaders 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 (+/- 10 pounds). Contractors that are notified that their equipment is not calibrated correctly will be allowed to finish their work shift, but will not be allowed to return until their equipment has been repaired and inspected by FRDCM.

Contractors that are requested to work prior to making repairs will be penalized per hour equal to the compensation rate of the applicable Spreader Code as shown on Attachments A and B. When requested to work this equipment will also be released first and FRDCM will not be required to pay the four-hour minimum. All spreader equipment will be subject to inspection by FRDCM at anytime during the winter season.

Compensation

Contractors 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 Contractor's failure to return equipment, shall be reimbursed by the Contractor or may be offset by FRDCM from future payments in accordance with state finance law.

All 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 reimbursable accessories functioning properly. FRDCM reserves the right to increase rates based on changed conditions. All approved accessories will be compensated at all times while the vehicle is working for FRDCM.

The cost of fuel will be adjusted based on retail cost per gallon. Rates will be adjusted by the following formula:

Fall River area retailers.

Gasoline	retail at \$3.00 to \$3.99 per gallon-----	\$2.00 additional compensation per hour.
Diesel	retail at \$3.00 to \$3.99 per gallon-----	\$3.00 additional compensation per hour.
Gasoline	retail at \$4.00 and over per gallon-----	\$3.00 additional compensation per hour.
Diesel	retail at \$4.00 and over per gallon-----	\$4.00 additional compensation per hour.

Contractors shall be compensated for a minimum of four hours. When the time worked exceeds four hours, the actual time worked shall be compensated. All Contractors will be paid from the time that an operator and required equipment arrives at a FRDCM designated location to the time they are released by FRDCM. Contractors that arrive within 45 minutes of being called shall be paid a travel allowance equal to 30 minutes. Contractors that arrive after 75 minutes from being called will not be guaranteed the four-hour minimum compensation, unless additional travel time has been approved by the FRDCM Director. Contractors that repeatedly arrive after 75 minutes may be replaced in the rotation based on the decision of the FRDCM Director. Increased travel times may be allowed with the approval of the FRDCM Director depending on traffic, weather and other conditions beyond the control of drivers and owners. In addition, in the event that FRDCM has a surplus of equipment at a particular sector and an alternate sector will be offered to an Operator/Owner.

Contractors that are requested to provide equipment for post storm clean-up or other scheduled work where FRDCM sets the required arrival time, other than Loaders scheduled to load material, the Contractor shall be paid a travel allowance equal to 30 minutes as long as the Contractor arrives prior to or at the scheduled time. Contractors that are late three or more times will not be called for additional scheduled work. All requests by FRDCM for scheduled work shall be made at least four hours prior to the scheduled start time.

All vehicle operators shall be allowed a 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 for more than 45 minutes within a sector area or other FRDCM 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 and approved by a FRDCM staff member prior to leaving the designated staging area. Depending on operational needs and weather conditions, the approval of break requests may need to be delayed until conditions allow.

FRDCM may conduct specific training sessions to improve snow and ice operations. Compensation for these sessions will be based on the duration of the session, plus a set allowance for travel time. No minimum payment will apply for training sessions. All training sessions are voluntary.

A minimum of every two weeks throughout the snow and ice season the Contractor must visit or contact the FRDCM Complex located at 10 Lewiston Street to review and verify a weekly summary of hours worked. FRDCM shall process all hourly summaries in a timely manner.

Equipment Breakdowns and Repairs

Contractors making a good faith effort to repair broken equipment during a work shift shall be compensated for up to one hour to make repairs. If the equipment cannot be repaired, it shall be removed from service after this time. Each piece of equipment will only be compensated for one breakdown per 24-hour storm event.

If a vehicle has been left for greater than two hours, on a public way FRDCM may report the vehicle to Police for removal. The Contractor is responsible for all costs to have the vehicle towed, if necessary. Contractors will not be allowed to perform any type of maintenance, except emergency repairs, to any vehicles or equipment at any FRDCM facility. If an emergency does arise and it is necessary to perform repair work, it shall be performed in an area designated by FRDCM. No repairs shall be made along roadways in locations that affect traffic flow or are determined to be unsafe by FRDCM or Police. These vehicles shall be removed as soon as possible.

The Contractor will be liable to clean up and remove any, and 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 Contractor is required to notify DEP and perform any necessary remediation to satisfy all applicable local, state, and federal regulations, at the Contractor's sole expense.

Safety Requirements

Any Contractor or Operator who must exit their vehicle for an emergency repair, or any other reason, on city roadways is required to wear a reflectorized ANSI Class II safety vest while outside of their vehicle.

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

- 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 day light 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 installations may be accepted but the lighting must be visible from any position 360 degrees around the vehicle. All installations must be approved by FRDCM.
- One strip of continuous retro-reflective 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 FRDCM approved location.

All vehicles and equipment utilized through this Agreement having a 40000-120000 Vehicle Class Code, or a GVW greater than or equal to 16,001 lbs, shall be equipped with the following additional safety equipment:

- A minimum of two additional flashing amber lights mounted on the rear of either 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 a distance of 300 feet during daylight hours.
- One additional strip of continuous retro-reflective 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 FRDCM approved location. The additional strip of sheeting shall be placed at or near the top of the tailgate or other element approved by FRDCM.

The Contractor 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. FRDCM strongly urges you to review the regulations, which are cited as 49 CFR part 382. (www.fmcsa.dot.gov/rulesregs/fmcsr/regs/382.htm). At all locations where anti-icing and deicing chemicals are stored, FRDCM shall provide a material safety data sheet (MSDS) and appropriate protection equipment for all vendors. In addition, FRDCM shall provide a portable eyewash station at each depot where chemicals are dispensed.

Licenses, Registration and Insurance Requirements

By signing this Agreement, the Contractor has consented to Attachment II, Contractor License Certification and the terms contained therein. This certification requires Contractors to verify the license status of all vehicle or equipment operators and prohibits the use of unlicensed operators in the performance of this Agreement. The Contractor is further obligated to report the loss, revocation or suspension of any operator's license between October 15, 2019 and April 15, 2020.

Each Contractor must complete Attachment II prior to receiving Agreement approval and or being allowed to work. The use of any unlicensed operator may be considered a material breach of this Agreement, subjecting the Contractor to sanctions including but not limited to monetary penalties, withholding of payments, Agreement suspension or termination.

FRDCM reserves the right to implement a system to verify the license status of all drivers and operators of equipment subject to this Agreement. Once implemented, this system will require Contractors to submit the name, license number and date of birth for all drivers and equipment operators for verification by FRDCM or its designee. This system may require Contractors to enter information into a secure internet application or to enter the information into an approved FRDCM form submitted via email. It shall be the Contractor'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 may be considered a material breach of this Agreement, subjecting the Contractor to sanctions including but not limited to monetary penalties, withholding of payments, Agreement suspension or termination. During the term of this Agreement, each Contractor 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 are allowed, but they must meet all the requirements of the Massachusetts Registry of Motor Vehicles and all other motor vehicle laws.

The Contractor agrees to promptly forward a copy of any new or revised registration of listed equipment to the FRDCM Director or his designee. 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" (O.C.) plates may only be used on rubber-tired backhoes, loaders and graders. All registration plates must be attached to the vehicle or equipment at all times during the snow and ice operations. The Contractor is responsible to ensure that all equipment listed in this Agreement is legally insured as required by all Massachusetts laws and regulations. Contractors shall be responsible for damage to private property.

Contractor must list the City of Fall River as an additional insured on the policy and submit a Certificate of Insurance by the deadline.

*(During declared emergencies by the President, Governor, or Mayor relating to public health & safety caused by weather, natural circumstances, or terrorism unregistered equipment may be authorized for use.)

****Photographs of Vehicle****

Two 4x5 photographs of the vehicle/equipment for each piece of equipment registered (Angled photos of front and left side, with all accessories shown, and license plate readable)

2019-2020 Agreement Submission Deadlines and Requirements

In order to maintain seniority within a sector location Contractors must complete, sign and submit the specified documents on or before the following deadlines.

November 1, 2019 - The following items must be delivered to the FRDCM Complex:

1. One original Equipment Listing and Vehicle Code sheet for each piece of equipment.
2. One original of FRDCMs 2019-2020 Snow and Ice Control Agreement Signature Page.
3. Photographs as described above

4. 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, 2020.
5. Certificate of Insurance listing the City of Fall River as an additional insured on the policy
6. Attachment II, Operator License Certification Form
7. Copies of the drivers license of any operator the listed vendor will use.
7. Attachment IV, Executive Order 481, Contractor Certification Form

Agreement Approval

This Agreement and necessary attachments are required to be mailed or delivered to the FRDCM Complex. Each submission will be time stamped upon receipt.

Rotation

Approved equipment shall be rotated throughout the season. In establishing the rotation list, consideration will be given to Contractors with the greatest number of consecutive years of service, the submission deadlines and required documents, response time, and job performance. Rotation will be based on the per vehicle average 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 FRDCM requests equipment and the Contractor fails to respond or is unavailable to work, the total hours for that event shall count towards rotation hours as though the equipment actually worked. Each Contractor is allowed two excused absences, due to vehicle repairs or personal reasons, as long as the Contractor notifies FRDCM, in advance and prior to 12:00 PM on a weekday, that they are unavailable for a defined period. Each defined period can not exceed more than five days from the date of notification. Failure to respond or notifications from a Contractor that they will be unavailable greater than the two excused absences will result in the Contractor's equipment being removed from the rotation list and being placed in the spare equipment listing.

Resolution of Issues

All issues that affect a Contractor's rate of pay, hours worked, working conditions, safety issues or the behavior/performance of a FRDCM employee, should be verbally reported to FRDCM as soon as possible.

To ensure the proper resolution of each issue, a written statement signed by the Contractor shall be submitted within 72 hours of the completion of the storm event, in which the incident occurred, to the FRDCM Director or his Designee. Issues that occur during non-snow and ice operations must be submitted in writing within 72 hours of the Contractor being made aware of the issue. The FRDCM Director or his Designee shall respond within 10 business days from the receipt of each written statement. Any necessary meetings shall be held within this 10-day period. All Contractors shall have the option to be represented by any individual person that they choose. If a Contractor chooses to be represented by an attorney, they must inform FRDCM 48 hours prior to the meeting. Issues not received within the specified 72-hour period are not subject to the 10-day response time. All decisions will be based on the information submitted by the Contractor, FRDCM employees, and the conditions stated in this Agreement. If an issue is not resolved in a manner that is satisfactory to the Contractor, they can submit a claim to FRDCM, Director.

Global Positioning System (GPS)

FRDCM, at its discretion, may issue GPS equipment to a Contractor. The GPS system will be utilized as a way to increase safety, track vehicle location and redeploy or dispatch equipment. FRDCM will not use the GPS system as a method of payment unless requested by the Contractor to verify time and location. Upon the issuance of said GPS Equipment, FRDCM shall further provide, under separate agreement (Attachment VI, GPS Handset Agreement), to the Contractor the terms and conditions on the operational use and maintenance responsibility for said GPS equipment. The GPS Agreement shall be incorporated and made part of this agreement.

Vendors with overdue/unpaid;

Real Estate Tax

Personal Property Tax

Motor Vehicle & Boat Excise Tax

Water & Sewer User Fee fulfilled

Permits Licenses

Any and All Other Fees

including interest owed to the City of Fall River will have said arrears deducted from their compensation for snow removal services until such time that all overdue unpaid moneys are satisfied.

CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE STREETS DIVISION

Attachment I Hourly Rental Rate & Vehicle Codes

PLOWING CATEGORY

Codes	Vehicles	Hourly Rate	Spreader Only	w/Fuel I		w/Fuel II	
				Gas	Diesel	Gas	Diesel
10000	3/4 Ton Pickup with 7 1/2' foot PRP and AWD	55.00	N/A	57.00	58.00	58.00	59.00
20000	8,600 - 10,000 GVW w/6 Wheels and 8' Plow	73.00	N/A	75.00	76.00	76.00	77.00
30000	10,001-16,000 GVW with minimum 8' foot PRP	75.00	N/A	77.00	78.00	78.00	79.00
40000	16,001 - 25,800 GVW with 10' foot PRP	76.00	N/A	78.00	79.00	79.00	80.00
50000	25,801 - 33,000 GVW w/10' Plow	85.00	75.00	87.00	88.00	88.00	89.00
60000	33,001 - 50,000 GVW w/10' Plow	102.00	75.00	104.00	105.00	105.00	106.00
70000	50,001 - or greater GVW w/10' Plow	104.00	78.00	106.00	107.00	107.00	108.00

PLOWS

100	Power Reversible Plow (PRP) (Applies to Codes 50000 & Over)	6.00	N/A	N/A	N/A	N/A	N/A
200	11 Foot Plow (Minimum 36 inches high including mold board)	5.00	N/A	N/A	N/A	N/A	N/A
300	11 Foot PRP (Minimum 36 inches high including mold board)	10.00	N/A	N/A	N/A	N/A	N/A

SPREADER CATEGORY

1000	6 CY to Under 10 CY Spreader Body	80.00	(50000-70000)	N/A	N/A	N/A	N/A
2000	10 CY & Over Spreader Body	92.00	(60000-70000)	N/A	N/A	N/A	N/A
1001	6 CY to Under 10 CY Spreader W PLOW	124.00	(50000-70000)	N/A	N/A	N/A	N/A
2001	10 CY & Over Spreader Body W PLOW	136.00	(60000-70000)	N/A	N/A	N/A	N/A
10	All Wheel Drive (AWD) (30000 - 40000 Vehicle Codes Only)	6.00	N/A	N/A	N/A	N/A	N/A
20	All Wheel Drive (AWD) (50000 - 70000 Vehicle Codes Only)	11.00	N/A	N/A	N/A	N/A	N/A

DEPOT/LOADING & SKID STEER

80000	Grader (Snow Fighting)	115.00	N/A	N/A	N/A	N/A	4.00
90000	Skid Steer AWD	78.00	N/A	N/A	N/A	3.00	4.00
100000	Loader Less than 2 CY AWD	76.00	N/A	N/A	N/A	3.00	4.00
110000	Loader 2 - 3.99 CY with AWD	89.00	N/A	N/A	N/A	3.00	4.00
120000	Loader 4 - 5.99 CY with AWD	110.00	N/A	N/A	N/A	3.00	4.00
130000	Loader 6 or Greater CY with AWD	130.00	N/A	N/A	N/A	3.00	4.00
120000	Loader 4 - 5.99 CY with AWD	110.00	N/A	N/A	N/A	3.00	4.00
130000	Loader 6 or Greater CY with AWD	130.00	N/A	N/A	N/A	3.00	4.00

CITY OF FALL RIVER DEPARTMENT OF COMMUNITY MAINTENANCE

One Government Center Fall River, MA 02722

Attachment II Equipment Listing & Vehicle Code

Name:	Make:	Social Security / FID#:
Address:	Model:	Telephone # Day:
City/Town:	Year:	Telephone # Eve:
State:	Reg. Zip:	Cell Phone #
Have you provided Snow Removal Services for Fall River in the past ?		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Placard #
Sector Assigned:		Date Application Filed:
EQUIPMENT CATEGORY CLASS CODE		
(Please check all Class Codes that pertain to vehicle.)		
CODES	CHECK	DEPOT LOADING & SKID STEER
10000		80000 Grader
20000		90000 Skid Steer AWD
30000		100000 Loader less than 2 CY AWD
40000		110000 Loader 2 - 3.99 CY with AWD
50000		120000 Loader 4 - 5.99 CY with AWD
60000		130000 Loader 6 or Greater CY with AWD
70000		
CODES	CHECK	SPREADER CATEGORY
100		1000 6 CY to Under 10 CY Spreader Body
200		2000 10 CY & Over Spreader Body
300		
CODES	CHECK	ACCESSORIES
10		All Wheel Drive (AWD) (30000-40000 Vehicle Codes Only)
20		All Wheel Drive (AWD) (50000-70000 Vehicle Codes Only)

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the pains and penalties of perjury that I, to the best of my knowledge and belief, have filed all State Tax Returns and paid all State taxes required under law.

I certify that I have, to the best of my knowledge and belief, paid all accounts receivable owed to the City of Fall River, including, but not limited to Real and Personal Property Taxes, Motor Vehicle Excise Taxes, Parking Fines, Water and Sewer User Charges and other License/Permit Fees, Emergency Medical Service Charges or other Charges or fees.

Business Name: _____

Address: _____

Signature of Individual or Corporate Name _____

Date: _____

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

FRDCM USE ONLY:

CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE
STREETS DIVISION
CONTRACTOR LICENSE CERTIFICATION

CONTRACTOR LEGAL NAME: _____

CONTRACTOR VENDOR #: _____

INSTRUCTIONS:

FRDCM requires that Contractors, as a condition of receiving City of Fall River funds under FRDCM Snow and Ice Control Agreement, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use unlicensed vehicle operators in connection with the performance of FRDCM'S Snow and Ice Control Agreement; that the Contractor shall verify the status of each license for each worker assigned to such Agreement; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____ Date: _____
Contractor Authorizing Signature

Print Name: _____
Title: Telephone: _____
Fax: Email: _____

The Contractor is required to sign this Certification at the beginning of each winter season and prior to performing any work for FRDCM under this Agreement. A copy of this signed Certification must be attached to the "record copy" of the Contractor's Snow and Ice Control Agreement.



CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE
STREETS DIVISION
CONTRACTOR CERTIFICATION

Attachment – IV

COMMONWEALTH OF MASSACHUSETTS EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE/CITY CONTRACTS

CONTRACTOR LEGAL NAME: _____

CONTRACTOR VENDOR #: _____

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorizing Signature

Date:

Print Name:

Title:

Telephone:

Fax: Email:

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with the Contractor that are filed with the contracting Department.



CITY OF FALL RIVER
DEPARTMENT OF COMMUNITY MAINTENANCE

Attachment V: Signature Page

Contractor Name: _____

Mailing Address: _____

Primary Phone #: _____

Secondary Phone #: _____

Equipment Cell Phone Contact Numbers: _____

Email Address: _____

I, _____, hereby sign this agreement certifying that I have read, understand
Contractor's Name and agree to comply with all the conditions stated within the 2019-2020
Snow & Ice Control Agreement and any applicable attachments.

Contractor's Signature

Date

FRDCM USE ONLY:

Received Date Stamp Here

By: _____

Approved: _____