

SNOW REMOVAL AGREEMENT

This agreement between the City of Buffalo hereinafter referred to as the "City"

And

_____ herein
referred to as the "Contractor".

Whereas: The Contractor shall furnish equipment and personnel necessary to assist the City with the removal of snow at various locations or work areas in the City of Buffalo as directed by the Commissioner of Public Works or his designee.

The City and the Contractor, in consideration of the aforementioned AGREE to the conditions hereinafter contained:

- 1) The contractor agrees to be compensated at the following rates for the following pieces of equipment to include an operator:
 - a) \$250.00/hr. Bulldozer
 - b) \$175.00/hr. Front End Loader
 - c) \$125.00/hr. Dump Truck
 - d) \$75.00/hr. Pickup
 - e) \$125.00/hr. Backhoe
 - f) \$145.00/hr. Excavator
 - g) \$75.00/hr. Skid Steer
- 2) The contractor agrees he will not seek compensation for:
 - a) Travel time
 - b) Mobilization or Demobilization
 - c) Hotel charges
 - d) "Low Boy" or other type trailers
 - e) Fuel
 - f) Holiday Pay or Overtime
 - g) On site out of service equipment.
- 3) The contractor agrees he is responsible for providing fuel for all of his equipment.
- 4) The Contractor, prior to commencement of work, must supply the City with the following:
 - a) List of Equipment which must include License Plate Numbers.
 - b) Subcontractor Name(s) and equipment (if any).
 - c) Complete list of Emergency Contact Personnel and Phone Numbers.
- 5) The Contractor hereby agrees that his chargeable time will begin upon his arrival to his first predetermined work area.
- 6) Upon the City's decision to declare the snow event concluded either City wide or by work area, the Contractor hereby agrees to end operations and that his chargeable time will be terminated.
- 7) The Contractor shall provide certificates of insurance evidencing proof of Workers Compensation insurance and NYS disability on the New York Form. In addition, the contractor shall provide certificates of insurance evidencing General Liability insurance and Automobile Liability insurance for all vehicles with coverage in the amount of two million dollars (\$2,000,000.00) for each such policy with an excess liability umbrella insurance policy in the amount of at least three million dollars (\$3,000,000.00). The certificates of insurance shall be subject to the approval of the Corporation Counsel of the City of Buffalo before the City will approve the contractor's invoice. The City of Buffalo must be named as an additional insured on the General Liability, Automobile Liability and umbrella policies.
- 8) Within five (5) working days upon the completion of snow removal operations the Contractor will supply the Commissioner of Public Works of the City with a complete and accurate invoice broken down by day and daily locations of all equipment used.
- 9) The Contractor hereby agrees to defend, indemnify and hold harmless the City of Buffalo for all claims for personal injury and / or property damage caused by the Contractor, his employees and / or any other personnel employed by the Contractor.

By: _____
The Contractor

Title: _____

_____ Date

By: _____
For the City of Buffalo

Title: _____

_____ Date

The Contractor shall supply the City of Buffalo, Department of Public Works with a letter of intent and the items noted below by: **November 1, 2019** to be considered as a qualified contractor:

- A) The Contractor must supply the City with the following:
 - a) List of Equipment which must include License Plate Numbers.
 - b) Subcontractor Name(s) and equipment (if any).
 - c) Complete list of Emergency Contact Personnel and Phone Numbers.

- B) The Contractor shall provide certificates of insurance evidencing proof of Workers Compensation insurance and NYS disability on the New York Form. In addition, the contractor shall provide certificates of insurance evidencing General Liability insurance and Automobile Liability insurance for all vehicles with coverage in the amount of two million dollars (\$2,000,000.00) for each such policy with an excess liability umbrella insurance policy in the amount of at least three million dollars (\$3,000,000.00). The certificates of insurance shall be subject to the approval of the Corporation Counsel of the City of Buffalo before the City will approve the contractor's invoice. The City of Buffalo must be named as an additional insured on the General Liability, Automobile Liability and umbrella policies.

Please contact Susan Attridge, City of Buffalo, Department of Public Works at (716) 851-5014 or sattridge@city-buffalo.com with any questions.

SNOW REMOVAL CONTRACT FOR THE CITY OF BUFFALO
SCHEDULE "A"

The Contractor Agrees to the Following:

- 1) The contractor agrees he will not seek compensation for:
 - a) Travel time
 - b) Mobilization or Demobilization
 - c) Hotel charges
 - d) "Low Boy" or other type trailers
 - e) Fuel
 - f) Holiday Pay or Overtime
 - g) On site out of service equipment.
- 2) The contractor agrees he is responsible for providing fuel for all of his equipment. He will not be allowed to use City of Buffalo fuel pumps.
- 3) The contractor is responsible for any damage by him or his subcontractors in his designated area. This includes but not limited to traffic signals or poles, street lights and posts, street signs, fire hydrants, curbs, sidewalks and fencing. The dollar amount of damage determined in the contractor's area may be deducted or withheld from his payment.
- 4) The contractor is responsible for reimbursing his subcontractors.
- 5) It is brought to the attention of the contractor that he will not be reimbursed for his work until the City money or F.E.M.A. funding is in place in the proper City accounts. This may take 3 to 5 months.
- 6) The contractor is responsible to keep a record of which machines worked on what streets on what dates. This information will be turned over to the City daily.
- 7) The contractor will be assigned to an inspector who will direct equipment assignments and verify operation of equipment periodically. The contractor is responsible for maintaining communication with the inspector. Failure to maintain communication may result in the City reducing hours of work claimed in the event that they are not verifiable.

The Contractor

Title

Date

SNOW REMOVAL CONTRACT FOR THE CITY OF BUFFALO

SCHEDULE "B"

The undersigned hereby proposes to furnish all labor, services, plant, equipment, materials, supplies and other facilities and things necessary and proper for, or incidental to, the performance and completion of the following work subject to the conditions and instructions attached:

Item 1

The City of Buffalo is requesting a per hour cost for an Equipment Operator as follows:

The City of Buffalo is requesting a per hour cost for a driver / operator who will be responsible for the operation of City resources including, but not limited to, plow truck, garbage truck, high lift or dump truck. The proposed operator will be fully trained, licensed and responsible. All operators shall possess a Class B license with air brake certification. The City reserves the right to immediately disqualify and /or remove any individual operating equipment in a reckless manner causing danger to life and or property.

_____ (\$ _____) per hour / operator

The Contractor

Title

Date