



# HOLYOKE COMMUNITY CHARTER SCHOOL

2200 Northampton St., Holyoke, MA 01040  
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[www.hccs-sabis.net](http://www.hccs-sabis.net)

## SNOW REMOVAL CONTRACT

**Contract period is from November 1, 2021 to May 31, 2024. There will also be a one year contract extension from November 1, 2024 to May 31, 2025 at the sole discretion of Holyoke Community Charter School.**

**This contract will be attached to all information provided by Split Excavation of their bid proposal.**

- 1) Snow stakes to be placed showing the location of curbs, walks, catch basins, fire hydrants, etc. by Split Excavating Inc. by November 1<sup>st</sup> of each year of this contract.
- 2) Major snowplowing, sidewalk clearing and Anti-icing applications are to be completed before 7:00AM with follow up as needed thru completion of storm.
- 3) Special attention will be given to customers parking spaces, high traffic sidewalks, fire hydrants and emergency egress for the safety of students staff and visitors. This included egress points near the gym on the South side of the building and the playscape area on the North side.
- 4) All parking areas and roadways will be cleared to the curb where possible. Curbs and sidewalk in front of the building will be cleared of all snow.
- 5) Dumpster areas will be cleared to allow for access
- 6) Fire Hydrants will be cleared to allow Fire Department access.
- 7) Anti-icing and De-icing applications of driveways and roadways are to be made using rock salt or treated salt, based upon forecasted temperature and weather conditions.
- 8) Sand will be used only when site conditions and safety concerns warrant application.
- 9) Anti-icing/ De-icing applications of driveways and parking lots to be at the contractors discretion.
- 10) Additional Applications may be requested by Facilities Manager
- 11) Cost sheet included.

We the undersigned agree to the terms and conditions as set forth in this agreement;

By: Brenda Fydenkevez \_\_\_\_\_

Title: President

Date Signed: 12/09/21

Holyoke Community Charter School:

By: Sharon A. Ryan \_\_\_\_\_

Title: Facilities Director \_\_\_\_\_

Date: 12/7/2021



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# Holyoke Community Charter School SNOW REMOVAL CONTRACT

## Form of Contract

**Contract Period:** This agreement shall become effective on September 1<sup>st</sup>, 2021, and shall terminate on June 30, 2024, unless an extension is agreed to in accordance with the terms stated below, or unless terminated earlier as provided below.

**Contract Extension:** At the sole discretion of Holyoke Community Charter School, the contract period may be extended for up to two additional years (2026).

**All or Nothing:** The Holyoke Community Charter School intends to award this contract on an **ALL or NOTHING** basis. Bids failing to include all of the requested items, goods and services **WILL BE REJECTED**.

## III. SCOPE OF SERVICES

### 1. Requirements:

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

### 2. Snowfall:

Plowing and salting of all paved areas, entrances, and clearing/de-icing of all walkways during storms, to permit access and movement of staff if snowfall of more than 2'' occurs. It is the Contractor's responsibility to return to the property to keep the entrances, drive aisles, and sidewalks free from ice and snow. At no time shall there be a hazardous/life safety condition.

### 3. Curb Indicators:

Contractor is required to install curb indicators before November 1<sup>st</sup>. Contractor will not submit any charge for curb indicators.

4. Slippery Conditions Anytime:

When surfaces are slippery and/or temperatures are at or below freezing, the contractor is responsible for applying ice melt, which must be spread on sidewalks and walkways and salt must be spread onto all the parking lot areas. Contractor may only use ice melt types approved by Match in order to reduce costs and to reduce impact on masonry and landscaping.

5. Charges for Services:

The contractor will submit an itemized invoice for each snow event that clearly delineates each component detailed in Attachment A: Invoice Template. For purposes herein, a "snow event" shall be defined as any event related to weather that will cause all or part of the services provided by Contractor to be activated; and such snow event is considered over when all contracted areas have been cleared upon Facilities Manager's approval. The Contractor will not submit additional charges for "during storm clean-up".

6. Approved Areas:

Contractor will pile snow in areas approved by the Facilities Manager. The contractor must also have the ability to remove snow off site, in the event that they are instructed by the Facilities Manager to do so.

7. Additional Salting/De-icing and Shoveling:

As requested by Facilities Manager, contractor may be asked to provide additional salting, de-icing, and/or shoveling on school grounds. This would be in addition to the normal storm accumulations specifications and should be considered to cover the same areas but only when requested by the Facilities Manager.

8. Inspections:

Facilities Manager and Contractor will conduct walkthroughs at the end of each winter thru the school campus. At that time an assessment of any damage done by the contractor over the winter will be identified. Contractor is required to make arrangements to repair any damage to property prior to August 1st each year. If the damage requires a longer timeframe to repair, such timeframe will be discussed with and agreed to by the school. Contractor will repair all damage and remove all curb indicators before final payment and/or contract termination/ extension. Contractor will inspect property for pre-existing damage and submit a report detailing all pre-existing damage (with photo documentation) by commencement of contract award.

9. Certified Weather Reports:

Contractor shall provide certified weather reports for each snow event 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 by the Holyoke Community Charter School.

10. Insurance Requirements:

Contractor must hold Comprehensive General Liability, Automobile Liability, and Property Damage Insurance coverage of not less than \$1,000,000 and Workers Compensation and Employer's Liability Insurance coverage of not less than statutory limits must be maintained by the Contractor throughout the course of the work. A current and original Certificate of Insurance listing Holyoke Community Charter School as ADDITIONAL INSURED must be received prior to beginning of the contract and before school starts.

11. Indemnification of Client and Property Owner

Contractor agrees to indemnify and hold Holyoke Community Charter School, and each of their respective directors, trustees, officers, agents and employees harmless from and against all claims, demands, losses, damages and judgments, including court costs and attorneys' fees and any payments relating to taxes due or similar items, arising out of or based upon (i) any breach or alleged breach by Service Provider of any representation, warranty, certification, covenant, obligation or other agreement set forth in this Agreement, and (ii) any third party claim, including, but not limited to, 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 HCCS by Contractor, its agents, employees, subcontractors, sub-subcontractors and suppliers in connection therewith.

**now/Ice Removal Completion Timelines**

HCCS operates 180 school days each year, and the school's calendar will be provided at the start of each school year,

1. Regular School Day: Unless stated otherwise, parking lot and sidewalks must be completely cleared no later than 7:00 am. Access must be maintained until 6:00 pm.
2. Weekends and School Vacations: Unless stated otherwise, parking lot and sidewalks must be completely cleared no later than 10:00 am on the day following the conclusion of the snow storm. Access must be maintained until 9:00 pm.
3. Snow Days: Unless stated otherwise, parking lot and sidewalks must be completely cleared no later than 7:00 am on the day that school reopens or 7:00 am on the day following the conclusion of the snow storm, whichever is easier, sidewalks must be cleared at latest three (3) hours after the completion of the storm, as required by the city of Holyoke.

All sidewalks must be cleared at latest three (3) hours after the completion of the storm, as required by the city of Holyoke.

## **GENERAL**

This contract shall be interpreted according to Massachusetts state law. No provision of this contract shall be assigned or subcontracted without prior written consent of Holyoke Community Charter School.

This contract constitutes the entire agreement between Holyoke Community Charter School and the vendor and may not be changed, extended orally, or by cause of conduct.

Payments on any claim shall not prevent Holyoke Community Charter School from making claim for adjustment on any service found not to have been in accordance with the provisions of this contract.

It is further agreed between Holyoke Community Charter School and vendor that the Exhibits, attachments, and clauses attached are hereby in all respects made part of this contract.

If this contract is in excess of \$100,000, Holyoke Community Charter School and vendor mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).

The offeror shall comply with the provisions of the Consumer Product Safety Act.

The offeror shall complete and sign the Certification of Independent Price Determination form; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form; and Disclosure Form to Report Lobbying and shall include these documents as part of the Agreement. (See Attachments)

The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

By submission of this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

The prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor;

No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

Contracts will be made only with responsive and responsible Bidders who possess and demonstrate the ability, and meet the requirements of the Holyoke Community Charter School bid specifications.

Consideration shall be given to such matters as Bidder integrity, Bidder personnel backgrounds and experience, records of the business officers' past performance, financial and technical resources of the business principals, and the Bidder's accessibility to other necessary resources.

### EQUAL OPPORTUNITY

It shall be mandatory that the vendor will not discriminate against any person upon any grounds prohibited by federal or state law.

The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

The vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, concerning equal employment opportunity as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

### INSURANCE

The contractor shall supply with its bid a specimen certificate proving satisfactory insurance coverage as required by the Holyoke Community Charter School. Such coverage shall remain in effect for the term of the contract and any extension thereof. Holyoke Community Charter School shall be named as an additional insured on all coverage for the length of the contract.

General Liability coverages must be provided by a Commercial General Liability Policy on an occurrence basis only. Claims-made basis will not be acceptable.

- A. Comprehensive General Liability and Property Damage Insurance in the amount of \$1,000,000 for each injury to or death of any one person, \$1,000,000 for each accident or

occurrence for bodily injury or death, and \$1,000,000 for each accident or occurrence for property damage.

- B. Product Liability: Contractor will supply satisfactory evidence of products and complete operations insurance in the amount of \$1,000,000.
- C. Contractual Liability: Bidder will supply satisfactory evidence of insurance in the amount of \$1,000,000 each occurrence and \$1,000,000 general aggregate for Bodily Injury as well as \$1,000,000 each occurrence and \$1,000,000 general aggregate for Property Damage.
- D. Warehouse Legal Liability Insurance: Liability Insurance in the amount of \$1,000,000 for the loss of merchandise owned by Holyoke Community Charter School while held under contractor's control including commodities.
- E. Umbrella Excess Liability: Bidder will provide evidence of \$5,000,000 coverage over primary insurance per occurrence.
- F. Workmen's Compensation Coverage: The contractor shall accept in so far as the workers covered by this contract are concerned, the statutory provision of Massachusetts Workmen's Compensation Act any supplements or amendments thereto, and will insure its liability thereunder, and furnish proof thereof to the Holyoke Community Charter School or file with the Holyoke Community Charter School a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.
- G. Business Auto Liability (including owned, non-owned and hired vehicles): Bidder will supply satisfactory evidence of insurance in the amount of \$1,000,000 Bodily Injury for each person and each occurrence and \$1,000,000 Property Damage for each person and each occurrence.
- H. Within 10 days of award of contract of insurance listing Holyoke Community Charter School as additional insured shall be sent to:

Holyoke Community Charter School  
Att: Dr. Sonia Pope, Director  
2200 Northampton Street  
Holyoke, MA 010140

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### Pricing

**The contractor must provide pricing for the following work (Cost must be 100% all inclusive)**

Type of Even	Price Proposal Year 1	Price Proposal Year 2	Price Proposal Year 3	Extension Year 1	Extension Year 2
Ice Event	\$475.00	\$495.00	\$515.00	\$525.00	\$530.00
Snow 0-3"	\$625.00	\$640.00	\$655.00	\$670.00	\$685.00
Snow 3.1-6"	\$825.00	\$840.00	\$855.00	\$870.00	\$880.00
Snow 6.1-9"	\$1,250.00	\$1,265.00	\$1,275.00	\$1,285.00	\$1,295.00
Snow 9.1-12"	#1,350.00	\$1,365.00	\$1,375.00	\$1,385.00	\$1,395.00
Snow 12.1-18"	\$2,475.00	\$2,485.00	\$2,495.00	\$2,510.00	\$2,520.00

For any snow event above 18", Contractor will provide an additional per inch price that will be added on top of the quoted cost for snowfall between 12.1–18". Inch counts will be rounded up to calculate costs.

Contractor must provide a cost per hour per snow shovelers/de-icers in the case that additional shoveling is requested by the Facilities Manager during school hours. **\$50.00 per man hour**

#### Snow Removal Off-Site

If the School identified that snow needs to be removed from the site, Contractor will have 48 hours to remove the identified snow. Contract must provide a cost per truckload for snow removal that encompassed the entirety of the cost related to the snow removal.

**Truck and Loader—Rate per Hour: \$250.00/hr combined hourly rate**