



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

35

Bureau of Highway Maintenance
September 27, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to Governor and Council approval on October 23, 2019 of the retroactive contract with various private contractors, regarding biannual approval to enter into rental agreements, the Department of Transportation plans to increase the hourly rental rates for private contracted rental equipment including winter maintenance plow and hauling trucks by 10% consistent with the approved Fiscal Year 2020 and 2021 budget. Without the increase in rates for rental equipment, the Department will continue to experience difficulty recruiting and retaining sufficient contracted equipment to meet the needs for snow removal, thereby limiting the frequency and timeliness of plowing. The contract agreements will be set up on a five (5) year term, with an option to exercise an additional five (5) years, effective upon Governor and Council approval. The funding is through the Highway Fund and Turnpike Fund.

Funding for the contract agreements is available as follows:

Highway

04-96-96-960515-2928 -022 Rents-Leases other than State Equipment
04-96-96-960515-3007 -022 Rents-Leases other than State Equipment

Turnpikes

04-96-96-961017-7027 -022 Rents-Leases other than State Equipment
04-96-96-961017-7032 -022 Rents-Leases other than State Equipment
04-96-96-961017-7037 -022 Rents-Leases other than State Equipment

EXPLANATION

Since its creation, the Department has rented and the Legislature has funded, privately owned equipment to assist with the maintenance of the state's roadway system. Over the course of this time there have been numerous versions of administrative rules, all noting (as in the current TRA 102.05)(b)(03) that the Department's "Bureau of Mechanical Services shall be responsible for ...the setting of rental rates and approval of private equipment rental by this or any other department." The most current rental rates were published by the Department in 1999, with an update in 2005 and 2016 for operator and plow trucks rates.

The Department reviewed the current winter equipment rental rates and compared them to the adjacent New England States and learned that Massachusetts rates are roughly 67% to 123% higher than NH's rates for 1-ton, 5-ton and 10-ton plow trucks (see Appendix C). Vermont does not use hired equipment and Maine does not hire winter maintenance equipment by the hour so no hourly comparison could be made with these two states. The rates in Connecticut are even higher than Massachusetts as fully equipped 10-ton plow trucks with salt spreaders,

AVL equipment, and closed loop spreaders controls exceed \$350.00 per hour. The Department is aware that some local municipalities in NH are paying \$90 to \$100 for hourly contracted snow removal services alone, without salt/sand spreaders and without liquid pre-wet ability or ground speed controls.

The Department plans to increase the private contracted operator rates by 10% (i.e. CDL plow truck operator's rate would increase from \$16.00 to \$17.60 per hour), to be included in the overall rental rate increase.

The Department plans to increase the Rental Rates for the 2019/2020 winter as shown in Appendix A. These rates have been consolidated to four (4) major categories of plow trucks and include the operator rate and adjustment for the change in the fuel base price. The proposed rates result in an average increase of 10% for plowing and spreading rates for 5-ton and 10-ton trucks, and operators. Even with these planned increases, the Mass DOT rates are still 44% to 82% higher than the proposed NH plowing and spreading, with operator, base rates. The proposed increase in the NH rates will result in an annual increase of approximately \$1,438,000 in Class 22 based on the average of the last 3 years, divided between the Highway Fund and the Turnpike Fund. Existing rates are also included in Appendix A for a comparison with the proposed rates.

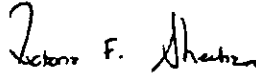
Appendix B shows the proposed updates to the hauling rates to include the updated hourly operator rates, an updated hourly rate for the truck or truck/trailer and the inclusion of the diesel fuel rate adjustment. Appendix B also compares the existing rates with the proposed rates.

The Department currently relies on rental contractors to provide approximately more than 50% of our winter maintenance plowing. While the 10% increase was appropriated in the FY20-21 budget, the Department was not fully funded for an average winter. The Department will be able to provide acceptable service for a light winter, but may need to seek a transfer of funds to cover rental equipment costs if the 2019-2020 season is an average winter or worse. The Department is having difficulty recruiting and retaining sufficient contracted equipment to meet the needs for snow removal, thereby limiting the frequency and timeliness of plowing. Without the increase in rates for rental equipment, the Department will continue to have difficulty retaining and attracting new rental contractors. The Department will implement the proposed plowing and spreading rates as shown in Appendix A for the 2019/2020 winter season, and proposed hauling rates as shown in Appendix B for Fiscal Year 2020. This increase will help the Department secure the rental contracts throughout the state, especially when competing with Massachusetts and other municipalities in the southern part of the State.

The Rental Contract Agreement that will be utilized has been approved by the Attorney General as to form and execution. Copies of the fully executed contracts are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval, will be on file at the Department of Transportation.

It is respectfully requested that this item be accepted.

Sincerely,


Victoria F. Sheehan
Commissioner

Attachments

cc: D. Rodrigue, J. Corcoran, C. Dobbins

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
HAULING RENTAL AGREEMENT**

This Agreement is made between the New Hampshire Department of Transportation (hereinafter referred to as "NHDOT") and _____ (hereinafter referred to as "Contractor"). Pursuant to the Terms of this Agreement, the Contractor hereby agrees to perform any required services in conformance with Exhibit A ("Scope of Services") and to rent to NHDOT the equipment (with attachments and operators as required) identified in Exhibit B, on a call-out basis to support NHDOT in performing Maintenance Operations.

GENERAL CONDITIONS

1. Contractor and Equipment Operators are required to follow the obligations as set forth in Exhibit A. Failure to comply with these guidelines shall be documented by NHDOT and may result in the termination of this Agreement.
2. NHDOT shall have the right to inspect all equipment rented under this agreement and shall have the right to reject any equipment which NHDOT deems to be unsuitable hired activities;
3. Contractor warrants that all equipment to be rented under this Agreement is in good working condition and that Contractor has maintained all applicable certifications, registrations, calibrations and inspections;
4. Contractor warrants that all operators have the required licenses, permits and certifications for the operation of the rented equipment;
5. Contractor shall not be allowed to assign or subcontract any portion of this contract, without the express written permission of NHDOT;
6. The term of this Agreement shall be for five (5) years from the date of execution. NHDOT shall have the right to exercise an option to extend this Agreement by an additional five (5) years by notifying the contractor in writing within ninety (90) days prior to the expiration of this agreement.
7. Contractor agrees that it shall be responsible for the supervising the conduct and employment of its equipment operators in performing their obligations under this Agreement;
8. By executing this Agreement, Contractor acknowledges that it and any and all employees and operators which may be furnished under this Agreement are independent contractors and not employees of the State for any purpose whatsoever. Contractor shall utilize its own equipment and labor and is responsible for all expenses necessary to perform its obligations under this agreement. Contractor shall be solely responsible for making payment of all state and federal income taxes, unemployment insurance premiums, workers' compensation premiums, withholdings, and social security taxes for itself and its employees, laborers, material men, and/or agents. Contractor acknowledges that it and its employees/operators are not eligible for, and shall not participate in, any employee pension, health or other fringe benefits plan provided

to the State's employees. It is agreed to and understood that Contractor is free to contract with other entities to provide the same or similar services during the term of this Agreement.

9. Damage to Contractor's equipment is hereby assumed by the Contractor. Claims for damage caused to rented equipment, caused by the department not covered by policies of insurance procured pursuant to Paragraph 11 of this Agreement, shall be submitted to the Commissioner of the Department of Transportation and will be processed as defined in NH RSA 228:29 and NH RSA 541-B.

10. The Contractor agrees to be responsible for the repair or replacement if any preventable damage, as determined by NHDOT, is done by its equipment and/or any equipment provided by NHDOT to any public or personal property as a result of operation of its equipment under this Agreement.

11. The Contractor shall, at its sole expense, obtain and maintain in force, the following insurance:

- a.) Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$500,000 per occurrence and \$1,000,000 aggregate; and
- b.) "Scheduled auto" coverage with a combined single limit of \$500,000 per occurrence and \$1,000,000 aggregate; and
- c.) Worker's Compensation coverage in conformance with the requirements of N.H. RSA chapter 281-A.

The policies described in this section shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. The Contractor shall furnish to the NHDOT a certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. **The certificate(s) of insurance and any renewals thereof shall specify that the "State of New Hampshire is additional insured with respect to comprehensive general liability." Said certificates shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide NHDOT no less than thirty (30) days prior written notice of cancellation or modification of the policy.**

12. The Contractor shall defend, indemnify and hold harmless NHDOT and the State of New Hampshire (collectively referred to as the State), its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

13. Contractor shall be responsible for all federal, State or local taxes, fees registrations, permits or approvals and shall not be entitled to any rebate or pro-rata exemption for use of equipment by the State.

14. NHDOT may terminate or suspend this Agreement for its convenience at any time without penalty, and for cause if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation of this Agreement.

COMPENSATION

15. The rental of equipment shall be compensated at the rates set forth in Exhibit B.

16. The Contractor shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement.

MISCELLANEOUS

17. The Contractor shall comply with all applicable Federal, State and local laws, regulations and provisions.

18. No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights under this Agreement.

19. This Agreement may be amended, waived or discharged (except for expiration of the term) only by an instrument in writing signed by the parties.

20. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon, and inures to the benefit of the parties and their respective successors and assigns. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.

21. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

22. This Agreement shall take precedence over any existing agreement between the State and Contractor for the rental of the specified any other Hauling Contract.

23. The effective date of this agreement shall be the date upon which this document was signed by all parties.

**New Hampshire Department
Of Transportation**

Company (Contractor)

Signature

By:

(Print name)

Title:

Date:

Signature

By:

(Print name)

Title:

Firm Name

Street Address

City, State, Zip Code

Telephone Number

Email Address

Vendor #

Date

For Office Use
Only:

Insurance Certificate on File //
Expiration:

EXHIBIT A
SCOPE OF SERVICE

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. All Contractors shall report to the agreed upon work location. All equipment must arrive filled with fuel and in good working condition.
2. Contractors will not be allowed to perform any type of maintenance, except emergency repairs, to any vehicles or equipment at any NHDOT facility.
3. At the discretion and approval of the Patrol Foreman and concurrence of the Maintenance Supervisor, Contractors may store their equipment at NHDOT facilities during the period in which the equipment is being rented for.
4. The Contractor will be liable to clean up and remove any and all fluids, debris, spills, etc., that result from any breakdown or repair work. All spills shall be reported to the NHDOT Patrol Foremen. If a release or spill is a reportable condition to the Department of Environmental Service (DES), the Contractor is required to notify DES and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Contractor's sole expense.

EXHIBIT B
COMPENSATION

All rates in this Agreement are described below which shall include but not limited to insurance, registration fees, maintenance, repairs and fuel.

- I. Licensed Qualified Operator (as required) rate is \$15.95/hr for non-commercial vehicles (25,999 GVWR and below)
- II. Licensed Qualified Operator (as required) rate is \$17.60/hr for commercial vehicles (26,000 to 60,999 GVWR and above)
- III. Licensed Qualified Operator (as required) rate is \$25.30/hr for commercial vehicles (61,000 GVWR and above)
- IV. The Contractor shall be paid for Hauling per the size of vehicle described below in Table I Hauling Rates.

Table I Hauling Rates		
Gross Vehicle Weight Rating (GVWR) Based on vehicle's registration or Body Size whichever is the lower rate.	Body Cubic Yard	Hauling Rate
15,000 – 22,999	4 to 5- 1/2	\$31.76
23,000 – 25,999	5-1/2 to 6-1/2	\$32.32
26,000 – 28,999	6-1/2 to 7	\$32.89
29,000 – 33,999	7 -1/2 to 8	\$34.03
34,000 – 43,999	8-1/2 to 10	\$41.88
44,000 – 46,999	11	\$42.00
47,000 – 50,999	12	\$44.02
51,000 - 60,999	13 to 14	\$45.54
Tractor W/Dump Trailer & Tri Axle Trucks		
61,000 to 69,999	16 to 17	\$47.95
70,000 to 73,999	18	\$50.48
74,000 to 76,999	19	\$54.27
77,000 and above	20+	\$58.07

- V. Payment for the rentals will be bi-weekly through NHDOT Management Asset Tracking System (MATS). Contractors should expect to receive their payment within two (2) weeks after the end of the bi-weekly pay period. NHDOT will track the time worked each day.

- VI. Overpayments or erroneous payment to the Contractor shall be promptly returned to the State in the full amount by the Contractor within fifteen (15) days after written notification from the State.

- VII. Fuel Adjustment- A diesel fuel adjustment will be made each bi-weekly period based on the American Automotive Association (AAA) New Hampshire Average Diesel price, as compared to a base rate price of \$2.18/gal. The price difference between the AAA price reported in the middle of the bi-weekly period and the base rate price will be multiplied by an assumed fuel usage of 4.25 gal/hr to determine the hourly fuel adjustment for that bi-weekly period.

Contract Rental Agreement #

EXHIBIT C

Sole Proprietor Amendments To Standard Provisions

The Following Terms and Conditions set forth in the Equipment Rental Agreement are amended as follows:

11a. Deleted

Attachment B - Supplemental Equipment Schedule

VENDOR #	VENDOR	Contract Rental Agree Type	Dist/Bur	Hauls For	Contract Rental Agree. #	Contract Exp Date

MAKE	VIN	YEAR	GVWR	Fuel Provided By DOT					
				Yes _____ No <u>X</u>					
RA Item #	Equipment Class	Description of Equipment	Equipment Rate	Operator Rate	Type H	Effect Date	Amended Exp Date	Initials D.E./Bur Adm.	Initials Vendor

DWR Description (50 Characters to include spaces)

Hourly Rental Rates and Equipment Class Codes

Agreement	Codes	Equipment Class Code – Hauling (Pick the smaller of the 2)	Codes	Rate	OPR Rate	Total	Equipment Class Code – Hauling (Tractor w/Dump Trailer & Tri Axle Trucks)	Codes	Rate	OPR Rate	Total
		15,000 – 22,999 HAULING or 4 to 5 -1/2 CY	55010H0	\$31.76	\$0.00	\$31.76	61,000 to 69,999 HAULING or 16 to 17 CY	55032H0	\$47.95	\$0.00	\$47.95
		15,000 – 22,999 HAULING or 4 to 5 -1/2 CY W/OPR	55210H0	\$31.76	\$15.95	\$47.71	61,000 to 69,999 HAULING or 16 to 17 CY W/OPR	55232H0	\$47.95	\$25.30	\$73.25
Equipment Class Code		23,000 – 25,999 HAULING or 5- X to 6-1/2 CY	55010H0	\$32.32	\$0.00	\$32.32	70,000 to 73,999 HAULING or 18 CY	55032H0	\$50.48	\$0.00	\$50.48
		23,000 – 25,999 HAULING or 5- X to 6-1/2 CY W/OPR	55210H0	\$32.32	\$15.95	\$48.27	70,000 to 73,999 HAULING or 18 CY W/OPR	55232H0	\$50.48	\$25.30	\$75.78
		26,000 – 28,999 HAULING or 6-1/2 to 7 CY	55010H1	\$32.89	\$0.00	\$32.89	74,000 to 76,999 HAULING or 19 CY	55032H0	\$54.27	\$0.00	\$54.27
Year		26,000 – 28,999 HAULING or 6-1/2 to 7 CY W/OPR	55210H1	\$32.89	\$17.60	\$50.49	74,000 to 76,999 HAULING or 19 CY W/OPR	55232H0	\$54.27	\$25.30	\$79.57
		29,000 – 33,999 HAULING or 7-1/2 to 8 CY	55010H1	\$34.03	\$0.00	\$34.03	77,000 AND ABOVE HAULING or 20 and above CY	55032H0	\$58.07	\$0.00	\$58.07
		29,000 – 33,999 HAULING or 7-1/2 to 8 CY W/OPR	55210H1	\$34.03	\$17.60	\$51.63	77,000 AND ABOVE HAULING or 20 and above CY W/OPR	55232H0	\$58.07	\$25.30	\$83.37
		34,000 – 43,999 HAULING or 8-1/2 to 10 CY	55011H0	\$41.88	\$0.00	\$41.88					
Make (4 letters)		34,000 – 43,999 HAULING or 8-1/2 to 10 CY W/OPR	55211H0	\$41.88	\$17.60	\$59.48					
Ford	FORD	44,000 – 46,999 HAULING or 11 CY	55012H0	\$42.00	\$0.00	\$42.00					
Chev	CHEV	44,000 – 46,999 HAULING or 11 CY W/OPR	55212H0	\$42.00	\$17.60	\$59.60					
Dodge	DODG	47,000 – 50,999 HAULING or 12 CY	55012H0	\$44.02	\$0.00	\$44.02					
Mack	MACK	47,000 – 50,999 HAULING or 12 CY W/OPR	55212H0	\$44.02	\$17.60	\$61.62					
International	INTE	51,000 – 60,999 HAULING or 13 to 14 CY	55012H0	\$45.54	\$0.00	\$45.54					
Peterbilt	PETE	51,000 – 60,999 HAULING or 13 to 14 CY W/OPR	55212H0	\$45.54	\$17.60	\$63.14					
Sterling	STER										
Kenworth	KENW										
Other	OTHE										

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
SNOW AND ICE CONTROL EQUIPMENT RENTAL AGREEMENT**

This Agreement is made between the New Hampshire Department of Transportation (hereinafter referred to as "NHDOT") and _____ (hereinafter referred to as "Contractor"). Pursuant to the Terms of this Agreement, the Contractor hereby agrees to perform any required services in conformance with Exhibit A ("Scope of Services") and to rent to NHDOT the equipment (with attachments and operators as required) identified in Exhibit B, on a call-out basis to support NHDOT in performing Winter Maintenance Operations/Snow and Ice Removal and Treatment;

GENERAL CONDITIONS

1. Contractor and Equipment Operators are required to follow the guidelines set forth in the most current version of the NHDOT Winter Maintenance Snow Removal and Ice Control Policy (<http://www.nh.gov/dot/org/operations/highwaymaintenance/documents/WinterMaintSnowandIcePolicy.pdf>) and the performance obligations as set forth in Exhibit A. Failure to comply with these guidelines shall be documented by NHDOT and may result in the termination of this Agreement.
2. NHDOT shall have the right to inspect all equipment rented under this agreement and shall have the right to reject any equipment which NHDOT deems to be unsuitable for Winter Maintenance activities;
3. Contractor warrants that all equipment to be rented under this Agreement is in good working condition and that Contractor has maintained all applicable certifications, registrations, calibrations and inspections;
4. Contractor warrants that all operators have the required licenses, permits and certifications for the operation of the rented equipment;
5. Contractor shall not be allowed to assign or subcontract any portion of this contract, without the express written permission of NHDOT;
6. The term of this Agreement shall be for five (5) years from the date of execution. NHDOT shall have the right to exercise an option to extend this Agreement by an additional five (5) years by notifying the contractor in writing within ninety (90) days prior to the expiration of this agreement.
7. Contractor agrees that it shall be responsible for the supervising the conduct and employment of its equipment operators in performing their obligations under this Agreement;
8. By executing this Agreement, Contractor acknowledges that it and any and all employees and operators which may be furnished under this Agreement are independent contractors and not employees of the State for any purpose whatsoever. Contractor shall utilize its own equipment and labor and is responsible for all expenses necessary to perform its obligations under this agreement. Contractor shall be solely responsible for making payment of all state and federal income taxes, unemployment insurance premiums, workers' compensation premiums,

Contract Rental Agreement

withholdings, and social security taxes for itself and its employees, laborers, material men, and/or agents. Contractor acknowledges that it and its employees/operators are not eligible for, and shall not participate in, any employee pension, health or other fringe benefits plan provided to the State's employees. It is agreed to and understood that Contractor is free to contract with other entities to provide the same or similar services during the term of this Agreement.

9. Damage to Contractor's equipment is hereby assumed by the Contractor. Claims for damage caused to rented equipment, caused by the department not covered by policies of insurance procured pursuant to Paragraph 11 of this Agreement, shall be submitted to the Commissioner of the Department of Transportation and will be processed as defined in NH RSA 228:29 and NH RSA 541-B.

10. The Contractor agrees to be responsible for the repair or replacement if any preventable damage, as determined by the NHDOT, is done by its equipment and/or any equipment provided by NHDOT to any public or personal property as a result of operation of its equipment under this Agreement.

11. The Contractor shall, at its sole expense, obtain and maintain in force, the following insurance:

- a.) Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$500,000 per occurrence and \$1,000,000 aggregate; and
- b.) "Scheduled auto" coverage with a combined single limit of \$500,000 per occurrence and \$1,000,000 aggregate; and
- c.) Worker's Compensation coverage in conformance with the requirements of N.H. RSA chapter 281-A.

The policies described in this section shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. The Contractor shall furnish to the NHDOT a certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The state may allow for expiration of the required insurance provided that no work be performed under the Agreement during any period of non-coverage. **The certificate(s) of insurance and any renewals thereof shall specify that the "State of New Hampshire is additional insured with respect to comprehensive general liability." Said certificates shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide NHDOT no less than thirty (30) days prior written notice of cancellation or modification of the policy.**

12. The Contractor shall defend, indemnify and hold harmless NHDOT and the State of New Hampshire (collectively referred to as the State), its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to

Contract Rental Agreement

arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

13. Contractor shall be responsible for all federal, State or local taxes, fees registrations, permits or approvals and shall not be entitled to any rebate or pro-rata exemption for use of equipment by the State.

14. NHDOT may terminate or suspend this Agreement for its convenience at any time without penalty, and for cause if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation of this Agreement.

COMPENSATION

15. The rental of equipment shall be compensated at the rates set forth in Exhibit B.

16. The Contractor shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement.

MISCELLANEOUS

17. The Contractor shall comply with all applicable Federal, State and local laws, regulations and provisions.

18. No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights under this Agreement.

19. This Agreement may be amended, waived or discharged (except for expiration of the term) only by an instrument in writing signed by the parties.

20. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon, and inures to the benefit of the parties and their respective successors and assigns. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.

21. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

22. This Agreement shall take precedence over any existing agreement between the State and Contractor for the rental of the specified Winter Maintenance Equipment.

23. The effective date of this agreement shall be the date upon which this document was signed by all parties or upon Governor & Council approval, whichever is later.

**New Hampshire Department
Of Transportation**

Company (Contractor)

Signature

By: _____
(Print name)

Title: _____

Date: _____

Signature

By: _____
(Print name)

Title: _____

Firm Name

Street Address

City, State, Zip Code

Telephone Number

Email Address

Vendor #

Date

For Office Use Only: _____ Insurance Certificate on File Expiration: _____

EXHIBIT A
SCOPE OF SERVICE

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. All Contractors shall report to the shed when called in for plowing unless an off-site location has been agreed to and approved by the Maintenance Supervisor to enhance response time and operations (i.e. Park & Ride). Off-site Contractors shall call Patrol Foreman when they arrive so the Patrol Foreman or designee can verify. All equipment must arrive in good working condition.
2. All Contractors shall report to the shed or off-site location within 1 hour after call in. If the Contractor doesn't arrive in that time frame they will not be paid for that hour and their start time will be the time they arrive (half-hour increment). Call in time can be adjusted due to Contractor travel time if approved by the District Engineer/ Bureau Administrator.
3. Contractors will not be paid for vehicle down time greater than 1 hour during a storm unless approved by Maintenance Supervisor.
4. Contractors will be allowed to perform routine and/or emergency maintenance to their vehicles or equipment at any NHDOT facility. Routine maintenance will not be at cost of the Department.
5. In an emergency situation the Patrol Foreman can provide Contractors miscellaneous supplies such as oil, coolant, other fluids, and windshield wipers in order to get the Contractor back in service as soon as possible. The Contractor must replace these supplies to NHDOT within 1 week. Patrol Foreman shall document the supplied/replaced items and have contractor initial both for concurrence.
6. Contractors that are unavailable during a storm shall not receive the 10 hr. minimum stipend. Should a Contractor have an alternate driver cover for them, the alternate driver's contact information shall be provided to the Patrol Foremen.
7. At the discretion and approval of the Patrol Foreman and concurrence of the Maintenance Supervisor, Contractors may store their vehicles at NHDOT facilities during the winter. All vehicles must be removed at the end of the stipend period or as directed by District Engineer / Bureau Administrator.

8. The District Engineer / Bureau Administrator may issue Non-Revenue transponders as necessary to their Contractors at the beginning of the storm and collect them at the end of the storm. Contractor shall not take the Non-Revenue tags home.
9. Acceptable closed loop spreader control systems shall be fully calibrated, ground speed orientated with or without AVL or GPS, and provide the ability of reporting material applications rates in pounds per lane mile in time increment of five minutes or less. NHDOT shall have full access to the reports whether via an internet connection or be provided with printable reports upon request. Calibrated application rates shall range from 50 – 500 pounds per lane mile, with the average rate of application of straight salt average between 200-250 pounds per lane mile.
10. Contractor shall allow open loop spreaders to be calibrated by NHDOT. NHDOT will provide results of calibration with a card for the operator to follow as per instructions from the Patrol Foreman in concerns of rate of product for each storm.
11. At the end of each storm all Contractors and operators are required to return to their appointed shed and return any unused material, if applicable. Applying excess material onto the roadway as a method of spinning off unused material is not allowed and may result in termination of the contract by NHDOT.
12. Contractors that are notified that their equipment is not calibrated correctly or pre-wetting unit is inoperable if so equipped, will be allowed to finish their shift, but will not be allowed to return until their equipment has been repaired and inspected by NHDOT.
13. For any NHDOT equipment that the Contractor is using, the NHDOT Supplied Equipment Checklist Attachment A shall be filled out. NHDOT equipment used by the Contractor shall remain on NHDOT property if the Contractor's vehicle is taken off site for any reason other than providing services for NHDOT unless otherwise authorized by the Patrol Foreman and/or Maintenance Supervisor.
14. The Contractor will be liable to clean up and remove any and all fluids, debris, spills, etc., that result from any breakdown or repair work. All spills shall be reported to the NHDOT Patrol Foremen. If a release or spill is a reportable condition to the Department of Environmental Service (DES), the Contractor is required to notify DES and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Contractor's sole expense.

EXHIBIT B
COMPENSATION

All contracts shall have the Supplemental Equipment Schedule form Attachment B filled out for each piece of equipment. All rates in this Agreement are described below which shall include but not limited to insurance, registration fees, maintenance, repairs and fuel.

- I. Licensed Qualified Operator (as required) rate is \$15.95/hr for non-commercial vehicles (25,999 GVWR and below)
- II. Licensed Qualified Operator (as required) rate is \$17.60/hr for commercial vehicles (26,000 GVWR and above)
- III. The Contractor shall be paid per the type of operation; Plowing, Plowing and Spreading per the size of vehicle described below in Table I Vehicle Rates.

Table I Vehicle Rates		
Gross Vehicle Weight Rating (GVWR) Based on vehicle's door label, not vehicle registration	Plowing Rate	Plowing & Spreading Rate
Below 11,999	\$30.04	\$33.89
12,000 to 25,999	\$34.07	\$39.02
26,000 to 43,999	\$41.91	\$48.51
44,000 and above	\$45.98	\$53.68

- IV. Additional Equipment Accessories Cost is below in Table II Equipment Accessories

Table II Equipment Accessories		
Description	Hourly	Monthly
One Way Snow Plow – All Sizes	\$3.30	\$247.50
Reversible Snow Plow – All Sizes	\$4.40	\$330.00
Snow Wings – All Sizes	\$2.20	\$165.00
Spreader up to 2 CY	N/A	\$288.75
Spreader up to 2 ¼ to 5 CY	N/A	\$371.25
Spreader up to 5 ½ to 8 CY	N/A	\$495.00
Spreader over 8CY	N/A	\$577.50
Hydraulic Hoist Under 2 Tons	\$4.40	N/A
Hydraulic Hoist Over 2 Tons	\$12.10	N/A
Electric Hoist over Hydraulic Hoist	\$4.40	N/A
Ground Speed Spreader Control System	\$8.58	N/A
Liquid Dispensing System - On/Off switch	\$2.20	N/A
Liquid Dispensing System - Ground Speed Controlled	\$3.85	N/A

Contract Rental Agreement #

- V. Every year NHDOT will send out a letter to all Contractors for winter plowing rates explaining the fuel adjustment and the minimum biweekly payment of hours during the maintenance season with the beginning and end date.
- VI. Payment for the hourly rentals will be bi-weekly through NHDOT Management Asset Tracking System (MATS). Contractors should expect to receive their payment within two (2) weeks after the end of the bi-weekly pay period. NHDOT will track the time worked via the Daily Run sheets (See Exhibit D Attachments – Form Attachment C) or another method. Daily Run sheets are to be filled out and signed each working day to confirm their time and payment, and submitted to NHDOT.
- VII. Overpayments or erroneous payment to the Contractor shall be promptly returned to the State in the full amount by the Contractor within fifteen (15) days after written notification from the State.
- VIII. Fuel Adjustment- A diesel fuel adjustment will be made each bi-weekly period based on the American Automotive Association (AAA) New Hampshire Average Diesel price, as compared to a base rate price of \$2.18/gal. The price difference between the AAA price reported in the middle of the bi-weekly period and the base rate price will be multiplied by an assumed fuel usage of 4.25 gal/hr to determine the hourly fuel adjustment for that bi-weekly period.
- IX. 10 Hour Minimum- Regularly scheduled trucks will be provided a minimum payment of 10 hours/ bi-weekly period at the highest winter rate they are contracted for, minus the fuel adjustment for the bi-weekly period. The 10 hour minimum will be reduced to reflect any hours actually worked during that bi-weekly period. Hours worked will be paid at the contracted rate for the work performed, with a fuel adjustment included. This payment will begin approximately in early-November and continue for a total of ten (10) bi-weekly periods.

EXHIBIT C

Sole Proprietor Amendments To Standard Provisions

The Following Terms and Conditions set forth in the Snow and Ice Control Equipment Rental Agreement are amended as follows:

11a. Deleted

Monthly Rental Amendments To Standard Provisions

The Following Terms and Conditions set forth in the Snow and Ice Control Equipment Rental Agreement are amended as follows:

General Conditions

11. Deleted

Exhibit A

- 1. Deleted
- 2. Deleted
- 3. Deleted
- 6. Deleted
- 7. Deleted
- 8. Deleted
- 13. Deleted

Exhibit B

- I. Deleted
- II. Deleted
- III. Deleted
- V. Deleted
- VI. Deleted
- VIII. Deleted
- IX. Deleted

Exhibit D

- Attachment A – Deleted
- Attachment C – Deleted
- Attachment D - Deleted

EXHIBIT D

Attachments

Attachment A- NHDOT Supplied Equipment Checklist

This form shall be completed whenever any state equipment is temporarily mounted on a piece of hired plowing contractor's equipment for the purpose of tracking the items ensuring they are removed at the end of the plowing season.

Name of Contractor:	
Contract Rental Agreement #:	
Vehicle Description:	

Description of Equipment	Inventory / Serial #	Description
Front Plow		
Wing Plow		
Front Plow Frame		
Wing Box & Hoist		
Electric/Hydraulic Pump		
Plow Blades		
Other		

Date Issued	Foreman's Initials	Vendor's Initials	Date Returned	Foreman's Initials	Vendor's Initials

Attachment B - Supplemental Equipment Schedule

VENDOR #	VENDOR	Contract Rental Agree Type	Dist/Bur	Plows For	Contract Rental Agreement #	Contract Exp Date

MAKE	VIN	YEAR	GVWR	Fuel Provided By DOT							
				Yes ___ No <u>X</u> ___							
RA Item #	Equipment Class	Description of Equipment			Equipment Rate	Operator Rate	Type H/M	Effect Date	Amended Exp Date	Initials D.E./Bur Adm.	Initials Vendor

Additional Equipment/Rates

	Total	

	Total	

DWR Description (50 Characters to include spaces)

Hourly Rental Rates and Equipment Class Codes

Agreement	Codes	Front plow	Codes	Rate	Ground speed	Codes	Rate		
		One Way Plow	FO	\$3.30	Ground Speed	GS	\$8.58		
		Reversible Plow	FR	\$4.40	No Ground Speed	GN	\$0.00		
Equipment Class Code		No Plow	FN	\$0.00					
					Liquid	Codes	Rate		
		Wings	Codes	Rate	Liquid On/Off Switch	LS	\$2.20		
Year		Left Wing	WL	\$2.20	Liquid Ground Speed	LG	\$3.85		
		Right Wing	WR	\$2.20	No Liquid	LN	\$0.00		
		Double Wing	WD	\$4.40					
		No Wing	WN	\$0.00					
					Equipment Class Code - Plow / Plow and Spreading	Codes	Rate	OPR Rate	Total
Make (4 letters)					3/4 TON TRUCK PLOWING	55015P0	\$30.04	\$0.00	\$30.04
Ford	Ford	Spreader	Codes	Rate	3/4 TON TRUCK PLOWING W/OPR	55215P0	\$30.04	\$15.95	\$45.99
Chev	Chev	2.1-5.0 CY	S5	\$0.00	3/4 TON TRUCK PLOWING & SPREADING	55015X0	\$33.89	\$0.00	\$33.89
Dodge	Dodg	5.1-8CY	S8	\$0.00	3/4 TON TRUCK PLOWING & SPREADING W/OPR	55215X0	\$33.89	\$15.95	\$49.84
Mack	Mack	Over 8 CY	S9	\$0.00	1-2 TON TRUCK PLOWING	55010P0	\$34.07	\$0.00	\$34.07
International	Inte	No spreader	SN	\$0.00	1-2 TON TRUCK PLOWING W/OPR	55210P0	\$34.07	\$15.95	\$50.02
Peterbuilt	Pete				1-2 TON TRUCK PLOWING & SPREADING	55010X0	\$39.02	\$0.00	\$39.02
Sterling	Ster	Hoist Type	Codes	Rate	1-2 TON TRUCK PLOWING & SPREADING W/OPR	55210X0	\$39.02	\$15.95	\$54.97
Kenworth	Kenw	Hydraulic 2 ton and under	HU	\$4.40	3-5 TON TRUCK PLOWING	55011P0	\$41.91	\$0.00	\$41.91
Other	Othe	Hydraulic over 2 ton	HO	\$12.10	3-5 TON TRUCK PLOWING W/OPR	55211P0	\$41.91	\$17.60	\$59.51
		Electric over Hydraulic	HE	\$4.40	3-5 TON TRUCK PLOWING & SPREADING	55011X0	\$48.51	\$0.00	\$48.51
		No Hoist	HN	\$0.00	3-5 TON TRUCK PLOWING & SPREADING W/OPR	55211X0	\$48.51	\$17.60	\$66.11
					OVER 5 TON TRUCK PLOWING	55012P0	\$45.98	\$0.00	\$45.98
					OVER 5 TON TRUCK PLOWING W/OPR	55212P0	\$45.98	\$17.60	\$63.58
					OVER 5 TON TRUCK PLOWING & SPREADING	55012X0	\$53.68	\$0.00	\$53.68
					OVER 5 TON TRUCK PLOWING & SPREADING W/OPR	55212X0	\$53.68	\$17.60	\$71.28

Monthly Rental Rates and Equipment Class Codes

Front plow	Codes	Equipment Class Codes	Monthly Rate
One Way Plow	FA	61043	\$247.50
Reversible Plow	FB	61043	\$330.00
Wings	Codes	Equipment Class Codes	Monthly Rate
Left Wing	WA	61044	\$165.00
Right Wing	WB	61044	\$165.00
Double Wing	WC	61044	\$330.00
Spreader	Codes	Equipment Class Codes	Monthly Rate
Up to 2 CY	S2	61002	\$288.75
2.1 to 5 CY	S5	61002	\$371.25
5.1 to 8 CY	S8	61002	\$495.00
8.1CY and above	S9	61002	\$577.50

Attachment C - Rental Contractor Daily Run Sheet

Contract rental Agreement # _____ Plow Route Run Sheet for _____ Maintenance

Date(s) _____ Truck _____ Driver _____ Route _____

Odometer Start _____ Odometer End _____ Total Miles _____

Contractor Start Time _____ End Time _____ Signature _____ PF Signature _____

Run #	Plow (Y/N)	Start Time	End Time	Temp	Weather (see Below)	Length (LM)	Salt Used (tons)	Sand Used (tons)	Application Rate	Gate Height - Inches	Liquid		
											Used (Gallons)	Type Used	Application Type
Run # 1													
Run # 2													
Run # 3													
Run # 4													
Run # 5													
Run # 6													
Run # 7													
Run # 8													
Run # 9													
Run # 10													

Notes:

1. Indicate Weather Conditions as follows

2. Application Type:

- 1 - Snowing (indicate accum) 5 - Sleetng 9 - Drifting 13 - Visibility poor
- 2 - Snowing and Raining 6 - Storm Over 10 - Heavy fog 14 - Visibility near zero
- 3 - Raining 7 - Cloudy 11 - Heavy winds 15 - Black ice
- 4 - Freezing 8 - Clear 12 - Gale winds

- PT - Pretreating
- PW - Prewetting

Notes: _____

Attachment D – Rental Contractor’s Spreader Calibration Card

Patrol Shed _____				Company _____						
Date _____				Contract RA# _____						
				Truck ID _____						
Conveyor Speed Setting	Gate Opening	LBS Per 15 Sec.	LBS Per Minute (x4)	10 M.P.H. X 6	15 M.P.H. X 4	20 M.P.H. X 3	25 M.P.H. X 2.4	30 M.P.H. X 2	35 M.P.H. X 1.7	40 M.P.H X 1.5

Proposed NHDOT Rental Rate Sheet for Plowing and Spreading

Effective: Upon G&C Approval Fall 2019

Vehicle Rates Including Operators	Current	Proposed	Current	Proposed
Gross Vehicle Weight Rating (GVWR)- Based on vehicle's door label, not vehicle registration	Plowing Rate E/C 55205	Plowing Rate E/C 55205	Plowing & Spreading E/C 55206	Plowing & Spreading E/C 55206
Below 12,000	\$41.81	\$45.99	\$45.31	\$49.84
12,000 to 25,999	\$45.47	\$50.02	\$49.97	\$54.97
26,000 to 43,999	\$54.10	\$59.51	\$60.10	\$66.11
44,000 and above	\$57.80	\$63.58	\$64.80	\$71.28

Once the base amount is determined, the following amounts are to be added if so equipped.

<u>Description</u>	Current	Current	Proposed	Proposed
	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>
One Way Snow plow	\$3.00	\$225.00	\$ 3.30	\$ 247.50
Reversible Snow Plow	\$4.00	\$300.00	\$ 4.40	\$ 330.00
Wing Plow	\$2.00	\$150.00	\$ 2.20	\$ 165.00
Spreader- up to 2 CY	N/A	\$262.50	N/A	\$ 288.75
Spreader- 2-1/4 CY to 5 CY	N/A	\$337.50	N/A	\$ 371.25
Spreader- 5 1/2 CY to 8 CY	N/A	\$450.00	N/A	\$ 495.00
Spreader- over 8 CY	N/A	\$525.00	N/A	\$ 577.50
Hydraulic Plow and/or Wing Hoist 2 ton and under	\$4.00	N/A	\$ 4.40	N/A
Hydraulic Plow and/or Wing Hoist over 2 ton	\$11.00	N/A	\$ 12.10	N/A
Electric/Hydraulic Hoist over 2 ton	\$4.00	N/A	\$ 4.40	N/A
Ground Speed Spreader Control System	\$7.80	N/A	\$ 8.58	N/A
Liquid Dispensing System-On/Off	\$2.00	N/A	\$ 2.20	N/A
Liquid Dispensing System-Ground Speed Controlled	\$3.50	N/A	\$ 3.85	N/A

Notes:

- 1- All rates include operator rates described in notes 2 & 3
- 2- Proposed Operator rate is \$15.95/hr for non-commercial vehicles (below 26,000 lbs GVWR). Existing is \$14.50/hr
- 3- Proposed Operator rate is \$17.60/hr for commercial vehicles (26,000 lbs GVWR and above). Existing is \$16.00/hr
- 4- All rates will be adjusted biweekly for any increases in the diesel fuel price as compared to a AAA base rate of \$2.18/gallon. The additional hourly fuel adjustment will be based on the difference in price, multiplied by a factor of 4.25 (5 gal/hr*85% uptime).
- 5- Use GVWR listed on the door identification label, not the registered GVWR
- 6- Any spreader paid hourly has already been included in the Plowing and Spreading base rate
- 7- Any vehicle that is equipped with a spreader paid monthly shall only be paid the plowing base rate

Revised 9/26/19

Proposed NHDOT Rental Rate Sheet for Hauling

Effective: Uppon G&C Approval Fall 2019

Hauling Rates Including Operators

<u>Gross Vehicle Weight Rating (GVWR)</u>	<u>Body Cubic Yards (CY)</u>	Current	Proposed
		<u>Hauling Rate E/C 55203</u>	<u>Hauling Rate E/C 55203</u>
15,000 to 22,999	4 to 5-1/2	\$43.37	\$47.71
23,000 to 25,999	5-1/2 to 6-1/2	\$43.88	\$48.27
26,000 to 28,999	6-1/2 to 7	\$45.90	\$50.49
29,000 to 33,999	7-1/2 to 8	\$46.94	\$51.63
34,000 to 43,999	8-1/2 to 10	\$54.07	\$59.48
44,000 to 46,999	11	\$54.18	\$59.60
47,000 to 50,999	12	\$56.02	\$61.62
51,000 and above	13 to 14	\$57.40	\$63.14

Tractor w/ Dump Trailer & Tri Axle trucks

61,000 to 69,999	16 to 17	\$66.59	\$73.25
70,000 to 73,999	18	\$68.89	\$75.78
74,000 to 76,999	19	\$72.34	\$79.57
77,000 and above	20+	\$75.79	\$83.37

Notes:

- 1- All rates include operator rates described in notes 2, 3 & 4
- 2- Proposed Operator rate is \$15.95/hr for non-commercial vehicles (below 26,000 lbs GVWR). Current rate is \$14.50/hr
- 3- Proposed Operator rate is \$17.60/hr for commercial vehicles (26,000 lbs to 60,999 GVWR). Current rate is \$16.00/hr
- 4- Proposed Operator rate is \$25.30/hr for commercial vehicles (61,000 lbs GVWR and above). Current rate is \$23.00/hr
- 5- All rates will be adjusted biweekly for any increases in the diesel fuel price as compared to the base rate of \$2.18/gallon. The additional hourly fuel adjustment will be based on the difference in price multiplied by a factor of 4.25.
- 6- Use GVWR listed on the vehicle's registration, not the door identification label

Revised 9/26/19

9/26/2019

NH DOT Rental Rate Comparison

Description	NH DOT current plowing rate*	NH DOT proposed plowing rate**	Mass DOT 2019-2020 plowing rate (w/out any bonuses)	NH DOT current plowing & spreading rate*	NH DOT proposed plowing & spreading rate**	Mass DOT 2019-2020 plowing & spreading rate (w/out any bonuses)***
14,000 GVWR truck with reversible plow, electric hoist and 3 CY spreader	\$53.47	\$58.82	\$86.30	\$57.97	\$63.77	\$91.88
36,000 GVWR truck with reversible plow, wing plow, 6 CY spreader, over 2-ton hydraulic hoist, ground speed spreader control, on/off pre-wet system	\$71.10	\$78.21	\$138.20	\$86.90	\$95.59	\$169.20
55,000 GVWR truck with reversible plow, wing plow, 11 CY spreader, over 2-ton hydraulic hoist, ground speed spreader control, on/off pre-wet system	\$74.80	\$82.28	\$147.87	\$91.60	\$100.76	\$183.87

*includes \$14.50/hr operator rate for non-commercial vehicle and \$16.00/hr operator rate for commercial vehicles.

**includes \$15.95/hr operator rate for non-commercial vehicle and \$17.60/hr operator rate for commercial vehicles.

***Includes rate for 6 to 9 CY spreader with 150 gallon pre-wet system, ground-speed oriented (\$31.00) for trucks less than 33,000 GVWR and rate for 10 CY or greater spreader with 150 gallon pre-wet system, ground-speed oriented (\$36.00) for trucks greater than 33,001 GVWR

Mass rates includes the equipment, accessories, licensed qualified operators and operating costs, including but not limited to, insurance, registration fees, maintenance, repairs and fuel.