



Town of Coventry
Winter Vendor Registration Materials
Vendor Agreement, 2024-2025 Season

Pg. 1 of 6

Conditions Covering Compensation

1. Hired equipment shall meet or exceed minimum safety standards. Safety lighting on all hired equipment shall conform to all State & federal requirements. The Town of Coventry reserves the right to refuse the use of a piece of hired equipment if, in the opinion of the Director of Public Works, the equipment is not able to do the job required.
2. All vendors and operators are required to follow the Town of Coventry's instructions pertaining to snow and ice operations and only plow and apply materials along designated roadways. Failure to comply with the Town's instructions and conditions shall be documented and will result in suspension or termination of this agreement.
3. All rates in this agreement will include the equipment, accessories, licensed qualified operators and operating costs, including but not limited to, insurance, registration fees, maintenance, repairs and fuel. All equipment shall arrive with fuel, in good working condition, and with all reimbursable accessories functioning properly at the start of each event.
4. In compliance to Title VI of the Civil Rights Act of 1964 and the Department's Title VI/Nondiscrimination Program, no person shall, on the grounds of race, color, sex, national origin, age or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination.

The Following Forms shall be completed by the Vendor and submitted to the Director of Public Works office.

1. Copies of valid registrations for all on-road equipment.
2. A Valid Certificate of Insurance from your insurance company designating:

The Town of Coventry
Department of Public Works
1670 Flat River Road, Coventry R.I. 02816

As the holder and also as Additional Insured. The Certificate of Insurance shall clearly show itemized coverage of commercial insurance coverage for:

- a. General Liability, and Auto Liability of at least \$1,000,000.00 (one million dollars) for on-road equipment. (e.g. pick-up trucks, 6-wheelers, 10-wheelers)
- b. Auto Liability of at least \$ 1,000,000.00 (one million dollars) for on-road equipment, (e.g. loaders, 6-wheelers, 10-wheelers and triaxle dumps)
3. Form W-9 with original signatures, please notify the Department of Public Works with any changes to the W-9 form.
4. The Town shall be notified with any and all changes made involving vehicles and/or accessories and/or change of address.
5. Copy of a valid Rhode Island Driver's License.

Reporting to Work and Payment Processing.

1. When the Vendor is notified to start work, they will be offered a minimum of four (4) hours of work. The Department of Public Works will shall notify vendors of the designated start time by phone. Failure to report within ½ hour of notification will annul the four-hour minimum guarantee.
2. The Department of Public Works shall notify each vendor of the designated end time for each weather event. At the end of the event, The Department of Public Works will confirm the hours worked with the Vendor.
3. Vendors shall clock in and out at each event via the Department of Public Works time clock, a time card will be provided for each event.
4. At the end of each event, all vendors are required to return to the Town's salt dome and return any unused material. Failure by a vendor to return all unused material to the stockpile shall result in financial penalty and prosecution to the fullest extent of the law and termination of this Agreement.

**Town of Coventry Winter Vendors
2024-2025 Season Pg.3 of 6**

5. The Town will use the hours logged on the time card via the Time Clock at the Department of Public Works to process vendor payments.
6. Invoices from the Vendor will not be necessary.
7. In the event the Vendors equipment breaks down during a winter event, only the hours that the equipment was in working order will be counted as payment. The Supervisor will be notified at once in the event the equipment is out of service.

Safety Requirements

1. Any Vendor or operator who exits their vehicle for any reason within the Towns right of way are required to wear a reflectorized ANSI Class III safety vest.
2. All vehicles and equipment utilized through this agreement shall be equipped with the following maximum safety equipment:
 - a. One six-inch amber flashing light, mounted on the highest point of each vehicle. The light must be visible for a distance of 300 feet, from the front, rear and both sides of the vehicle. Vehicles that have a body or attachment that extends above the head of the cab must mount the lighting above the body or attachment.
3. The vendor is responsible to ensure that all vehicles conform to the USDOT and or OSHA regulations pertaining to reverse signal alarms and lighting. For more information please refer to:
 - a. 29 CFR 1926.601-602
 - b RIGL 31-24-31, Flashing Lights- Forward Viewing or Rotary Beam Lights
 - c RIGL-31-24-46: Lights on Snow Removal Equipment
 - d 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. The Town of Coventry strongly urges each vendor to review the regulations which are cited as 49 CFR Part 382
(www.fmcsa.dot.gov/rulesregs/fmcsr/regs/382.htm)
4. In the event that a vendor or operator is involved in an incident (i.e. accident, collision, ect.) while working for the Town of Coventry, the operator or a representative of the vendor shall notify the Public Works Office immediately (in a safe manner) **All incidents** shall be reported to the Coventry Police Department as well as the Department of Public Works Safety enforcement officer so that a report may be prepared. Failure to notify the Coventry Police Department as well as the Department of Public Works Safety Enforcement Officer will result in suspension or termination of this agreement.

6. Vendors are reminded to wear their safety belt at all times and that texting while driving is prohibited unless a hands-free system is used in accordance to Rhode Island State law.
7. Vendors shall follow, observe and adhere to all applicable State and Federal laws, rules and regulations.

License, Registration and Insurance Requirements

1. The Vendor is required to verify the license status of all vehicle or equipment operators and is prohibited from using unlicensed operators in the performance of this agreement. The Vendor is further obligated to report the loss, revocation or suspension of any license during the term of this agreement.
2. During the term of this Agreement, each vendor shall maintain a current vehicle registration for the specified vehicles. Passenger vehicle registrations are not allowed on any vehicles listed. Out-of-State registrations are allowed but they must requirements of the Rhode Island Division of Motor Vehicles and all other motor vehicle laws. The Vendor shall promptly notify the Director of Public Works of any new or revised vehicle registrations or updated certificates of insurance of listed equipment and a copy shall be furnished.
3. The Vendor shall be in compliance with the applicable provisions of the State Worker's Compensation Insurance. ***The Vendor agrees to accept all responsibility for liabilities incurred by the rented vehicles during the term of operations to which it is assigned. The Vendor further agrees that the Town of Coventry, The Department of Public Works, it's Director, his agents, and employees shall be held harmless from any and all claims and actions whatsoever that arise from his/her operations.***
4. The Vendor is responsible to ensure that any vehicles listed in this agreement is legally insured as required by all Rhode Island laws and regulations. If for any reason the Vendor's insurance policy changes from the initial submittal, the vendor shall notify the Town within (10) calendar days and the new insurance policy shall be furnished to the Department of Public Works Director. Vendors shall be responsible for damage to private property, including but not limited to: landscaping, mailboxes, windshields ect.
5. Failure to do any of the above (License, Registration and Insurance Requirements 1-4) will result in suspension or termination of this Agreement.



By signing below, I acknowledge that I have fully read and understand the Town of Coventry Winter Vendor Registration Materials, and agree to adhere to these guidelines, Pages 1-4. I understand that if I have any questions or concerns about these Guidelines, it is my responsibility to discuss them with the Director of Public Works or his designee.

Vendor Company name if applicable:

Vendor's Driver/operator Name Printed:

Vendor's Driver/operator signature:

Driver/Operator's Rhode Island State License #

Vendors Insurance Policy number and company name:
