

**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 \$14.50/hr for non-commercial vehicles (25,999 GVWR and below)
- II. Licensed Qualified Operator (as required) rate is \$16.00/hr for commercial vehicles (26,000 to 60,999 GVWR and above)
- III. Licensed Qualified Operator (as required) rate is \$23.00/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	\$28.87
23,000 – 25,999	5-1/2 to 6-1/2	\$29.38
26,000 – 28,999	6-1/2 to 7	\$29.90
29,000 – 33,999	7 -1/2 to 8	\$30.94
34,000 – 43,999	8-1/2 to 10	\$38.07
44,000 – 46,999	11	\$38.18
47,000 – 50,999	12	\$40.02
51,000 - 60,999	13 to 14	\$41.40
<u>Tractor W/Dump Trailer & Tri Axle Trucks</u>		
61,000 to 69,999	16 to 17	\$43.59
70,000 to 73,999	18	\$45.89
74,000 to 76,999	19	\$49.34
77,000 and above	20+	\$52.79

- 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.

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	\$28.87	\$0.00	\$28.87	61,000 to 69,999 HAULING or 16 to 17 CY	55032H0	\$43.59	\$0.00	\$43.59
##-####		15,000 – 22,999 HAULING or 4 to 5 -1/2 CY W/OPR	55210H0	\$28.87	\$14.50	\$43.37	61,000 to 69,999 HAULING or 16 to 17 CY W/OPR	55232H0	\$43.59	\$23.00	\$66.59
Equipment Class Code		23,000 – 25,999 HAULING or 5- ½ to 6-1/2 CY	55010H0	\$29.38	\$0.00	\$29.38	70,000 to 73,999 HAULING or 18 CY	55032H0	\$45.89	\$0.00	\$45.89
-----		23,000 – 25,999 HAULING or 5- ½ to 6-1/2 CY W/OPR	55210H0	\$29.38	\$14.50	\$43.88	70,000 to 73,999 HAULING or 18 CY W/OPR	55232H0	\$45.89	\$23.00	\$68.89
		26,000 – 28,999 HAULING or 6- 1/2 to 7 CY	55010H1	\$29.90	\$0.00	\$29.90	74,000 to 76,999 HAULING or 19 CY	55032H0	\$49.34	\$0.00	\$49.34
Year		26,000 – 28,999 HAULING or 6- 1/2 to 7 CY W/OPR	55210H1	\$29.90	\$16.00	\$45.90	74,000 to 76,999 HAULING or 19 CY W/OPR	55232H0	\$49.34	\$23.00	\$72.34
--		29,000 – 33,999 HAULING or 7- 1/2 to 8 CY	55010H1	\$30.94	\$0.00	\$30.94	77,000 AND ABOVE HAULING or 20 and above CY	55032H0	\$52.79	\$0.00	\$52.79
##		29,000 – 33,999 HAULING or 7- 1/2 to 8 CY W/OPR	55210H1	\$30.94	\$16.00	\$46.94	77,000 AND ABOVE HAULING or 20 and above CY W/OPR	55232H0	\$52.79	\$23.00	\$75.79
		34,000 – 43,999 HAULING or 8- 1/2 to 10 CY	55011H0	\$38.07	\$0.00	\$38.07					
Make (4 letters)		34,000 – 43,999 HAULING or 8- 1/2 to 10 CY W/OPR	55211H0	\$38.07	\$16.00	\$54.07					
Ford	FORD	44,000 – 46,999 HAULING or 11 CY	55012H0	\$38.18	\$0.00	\$38.18					
Chev	CHEV	44,000 – 46,999 HAULING or 11 CY W/OPR	55212H0	\$38.18	\$16.00	\$54.18					
Dodge	DODG	47,000 – 50,999 HAULING or 12 CY	55012H0	\$40.06	\$0.00	\$40.06					
Mack	MACK	47,000 – 50,999 HAULING or 12 CY W/OPR	55212H0	\$40.06	\$16.00	\$56.06					
International	INTE	51,000 – 60,999 HAULING or 13 to 14 CY	55012H0	\$41.40	\$0.00	\$41.40					
Peterbilt	PETE	51,000 – 60,999 HAULING or 13 to 14 CY W/OPR	55212H0	\$41.40	\$16.00	\$57.40					
Sterling	STER										
Kenworth	KENW										
Other	OTHE										