

**TOWN OF WELLESLEY**  
**DEPARTMENT OF PUBLIC WORKS**  
**SNOW SHOVELING AGREEMENT**  
*WINTER 2022-2023*

- The undersigned Contractor agrees to provide the Town of Wellesley Department of Public Works with a motor vehicle or vehicles, with operator / laborer team describe below, for the purpose of removing snow on public walkways and stairs within the Town of Wellesley on established routes or as assigned. Assigned route may change at any time during the winter season. The Town of Wellesley DPW reserves the right to move or reassign contractors at any time.
- The Town of Wellesley agrees to pay the Contractor for requested services furnished under this agreement in accordance with the hourly rates and other provisions included in this agreement.
- When working under this agreement, from time of punch-in to time of punch-out, contractor labor and equipment shall work solely for and at the direction of the Town of Wellesley.
- The Contractor shall take all precautions for preventing injuries to persons and property. All contractors doing work for, or on behalf of, the Town of Wellesley DPW must provide certificates of insurance, which shows that the required insurance coverage, as described below, is carried for the duration of this agreement.
- All equipment supplied for the purpose of plowing snow shall be registered and shall comply with all current requirements of the Massachusetts Registry of Motor Vehicles and Department of Transportation. All vehicles shall have sufficient warning lights visible from front and rear at all times. Town will supply hi-vise safety vests identifying as Wellesley D.P.W. contractors.
- It is the responsibility of the contractor to see that all operators of the vehicles and equipment are properly licensed under existing state laws and regulations. Valid registration, inspection and licensing for each vehicle and operator must be maintained at all times.
- Equipment contracted must be available at all times, seven days a week, 24-hours per day, including holidays and must be capable of responding within one (1) hour of notification. For which a one (1) hour bonus will be paid for each piece of equipment.
- A four-hour minimum will be paid for a call-in, beginning from time of punch-in. The contractor shall be ready head out to the assignment when they punch in, this means the equipment shall be ready with chains, plows, ballast etc. before heading out to the assignment.

- All operators and laborers must report to the Wellesley DPW Park and Highway Building, 30 Municipal Way, Wellesley Hills MA. 02481. Upon arrival the operator shall report to their designated D.P.W. Supervisor and punch a designated time card prior to beginning plowing. Substitute operators must present a valid driver's license to be copied for the file before plowing. Substitute piece of equipment must have a valid registration and pictures taken for the file. After snow plowing has been completed all operators must return to the Park and Highway Building and punch out on their designated time card and notify their designated D.P.W. supervisor. There are no exceptions to this policy. Payment for labor and equipment shall be only for those hours actually worked and documented under this procedure. Request for payment of time worked that is not documented under this procedure will not be approved for payment.
- Contractor must furnish the necessary equipment to satisfactorily complete the work with operator, fuel, snow blower and snow shovels. Under no circumstances can the Town of Wellesley DPW supply fuel.
- All transportation equipment must be legally registered and with a current inspection sticker for driving over all public roadways.
- As part of this agreement, attached hereto, is a Tax Certification form that must be signed and returned to the DPW prior to any payments being made.
- The Contractor shall defend, indemnify and hold harmless the Town, its agency and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, performance of the work called for under this contract, provide that any such claim, damage loss or expense (1) is attributable to bodily injury, sickness, disease, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by an act or omission of the contractor or anyone for whose acts the contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
- This agreement is in effect from November 15, 2022 through April 15, 2023.
- Selection will be based on a first come first served, based on the date and time of all parts of this contract agreement being properly completed.
- The Town specifically reserves the right to cancel any unfulfilled portion of the work, provided that in the opinion of the Director of Public Works, or a designated Agent, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract agreement.
- The contractor shall abide by the Commonwealth of Massachusetts COVID-19 Guidelines And Procedures For All Construction Site And Workers At All Public Work. See attachment for guideline information. For more updated information go to : [COVID-19 Regulations & Guidance | Mass.gov](#) and [Coronavirus Information | Wellesley, MA \(wellesleyma.gov\)](#)

• **To qualify for the early sign-up rate the following must be properly completed and submitted by the noted deadline:**

1. A copy of a valid insurance certificate for snow removal in Wellesley
2. A completed Massachusetts Tax certification
3. Completion the Operator / Laborer and Equipment Information Form for each piece of equipment being hired by the town. Blank information on any noted operator or equipment will not be accepted.
4. A copy of each operator's valid driver's license and / or hoisting license.
5. A photo of all four sides of the equipment must be submitted or an inspection time and date scheduled with the department before November 14<sup>th</sup>, 2022.

**The deadline to qualify under the early sign-up rate is 3:00 p.m. Monday, October 24<sup>th</sup>, 2022.**

To: Wellesley Department of Public Works  
Park & Highway Division

Att: Michael T. Quinn, Superintendent  
30 Municipal Way  
Wellesley MA. 01281

Tel. 781-235-7600, ext.3320

Fax: 781-431-7566

E-mail: [mquinn@wellesleyma.gov](mailto:mquinn@wellesleyma.gov)

**Deadline for basic town snow shoveling rates will be applied for any Contracted Agreement submitted after the above noted deadline.**

## Insurance Requirements

The Contractor shall carry and maintain until after completion of the agreement, insurance as specified below and in such form as shall protect the Town and any subcontractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The coverage and amounts of such insurance shall be as follows:

**General Liability** of at least \$500,000 Bodily Injury and \$100,000 Property Damage Liability, Combined Single Limit with a \$500,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".

**Automobile Liability** not less than \$500,000 combined single limit, covering, at a minimum, all scheduled vehicles. **The Town of Wellesley should be named as an additional insured.** The Contractor should provide specific evidence that all vehicles to be used in snow plowing operations are covered with at least that amount of insurance.

**Workers' Compensation Insurance** as required by law. The Town should be named as an "Additional Insured".

**Certificates of Insurance shall be provided from the insurance carrier before operations are begun.** The Town of Wellesley must be listed as an "Additional Insured". It must also state this insurance is for Snow Plowing operations within the Town of Wellesley. All policies shall provide the Town of Wellesley 15 days' notice of cancellation, non-renewal, or material change. Certificates are to evidence notice and certificate wording to the effect that carriers will "endeavor to" provide notice and failure to provide notice "shall not impose liability or obligation" are not acceptable. Said policies shall be so written that the Town of Wellesley will be notified of cancellation at least fifteen (15) days prior to the effective date of such cancellation. Such certificates shall contain a statement referring specifically to this agreement to the effect that all insurance coverage herein required has been provided; except that in the case of compensation insurance, certificates must be filed before an award can be made. Signatures on all Certificates and/or Insurance Forms must be original signatures.

Commonwealth of Massachusetts  
Tax Certification

I certify, under penalties of perjury, that the below mentioned firm or person, to the best of my knowledge and belief, has complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

NAME/FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SOCIAL SECURITY No. or FEDERAL IDENTIFICATION No.: \_\_\_\_\_

Approval of a contract, or other agreement, will not be granted unless this certification form is signed by the applicant.

Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The Town is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the 12 months ending June 30<sup>th</sup>. Providers, who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

CERTIFICATION CLAUSE

MASSACHUSETTS GENERAL LAWS, CHAPTER 62C, SECTION 49A

**Snow Removal Labor & Equipment Rates**

<b>Labor &amp; Equipment Description</b>	<b>Plowing Rates (per hour)</b>	<b>*Early Sign- up Bonus</b>	<b>Rate w/early Sign-up Bonus</b>
Operator / Laborer minimum age of 18 years old with a valid driver license for their assigned vehicle.	\$ 55.00	\$ 5.00	\$ 60.00
Laborer minimum age of 18 years old	\$ 45.00	\$ 5.00	\$ 50.00
4x4 All-Wheel Drive Vehicle Minimum GVW 8500 with the capability to safely transporting two persons with a snow blower, shovels, fuel and other needed equipment.	\$ 50.00	\$ 5.00	\$ 55.00
2 Two Wheel Drive Vehicle Minimum GVW 8500 with the capability to safely transporting two persons with a snow blower, shovels, fuel and other needed equipment.	\$ 30.00	\$ 5.00	\$ 35.00
Self-propelled walk behind 2 stage snow blower with a minimum 28” clearing width. Per two person crew.	\$ 7.00	\$ 1.00	\$ 8.00

**Work Performance Standard**

The Contracted work team shall check and ensure the following snow removal standards have been completed at all assign locations.

- All sidewalks and crosswalk openings are shoveled a minimum of (4) four feet wide.
- All crosswalk traffic signals buttons are accessible.
- All snow is removed on stairways and hand rails
- All sidewalk surfaces are shoveled to pavement to allow movement of wheelchairs and strollers.
- All shoveled areas will be treated as need with deicer material provided by the town and at locations as directed by the Town.

Contractor Information

All questions must be answered and the data given must be clear and comprehensive. Please type or print legibly.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Company Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Company E-mail: \_\_\_\_\_ Company Website: \_\_\_\_\_

Company President / Owner: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Operator / Laborer & Equipment Form**  
**(Copy form and completed one form of each vehicle and / or person to be hired)**

Company: \_\_\_\_\_

Number of Crew(s) for hire: \_\_\_\_\_ Vehicle #: \_\_\_\_\_ of \_\_\_\_\_ Vehicle to be hired

Make & Model: \_\_\_\_\_ Year: \_\_\_\_\_

GVWR: \_\_\_\_\_ # of Wheels: \_\_\_\_\_ Type of loading bed: \_\_\_\_\_

Vehicle Registration: \_\_\_\_\_ VIN#: \_\_\_\_\_

Copy of Vehicle Registration: \_\_\_\_\_ Pictures of Vehicle Submitted: \_\_\_\_\_

Notes: \_\_\_\_\_

Driver's Name: \_\_\_\_\_

Driver's Address: \_\_\_\_\_

Driver's Mobile Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Copy of Driver License or I.D.: \_\_\_\_\_ Copy of Hoisting License: \_\_\_\_\_ Notes: \_\_\_\_\_

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Laborer's Name: \_\_\_\_\_

Laborer's Operator's Address: \_\_\_\_\_

Alternate Operator's Mobile Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Copy of Driver License or I.D.: \_\_\_\_\_ Copy of Hoisting License: \_\_\_\_\_ Notes: \_\_\_\_\_

Snow Blower: Yes or No      Snow Blower Year / Model: \_\_\_\_\_



Agreement

I hereby certify that I have reviewed this agreement, am familiar with the requirements and procedures listed herein, and agree to provide the services as described.

**Contractor/Company Name & Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For the Town of Wellesley:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Document Required with Agreement / Check-off List**

- \_\_\_\_\_: Copy of a valid insurance certificate for snow removal in Wellesley
- \_\_\_\_\_: Completed Massachusetts Tax certification
- \_\_\_\_\_: Completion the Operator and Equipment Information Form for each piece of equipment being hired by the town. Blank information on any noted operator or equipment will not be accepted.
- \_\_\_\_\_: Copy of each operator’s valid driver’s license and / or identification.
- \_\_\_\_\_: Photo of all four sides of the equipment must be submitted or an inspection time and date scheduled with the department before November 15th. 2022.