

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

- The undersigned Contractor agrees to provide the Town of Wellesley Department of Public Works with a motor vehicle or vehicles, described as below, for the purpose of plowing snow 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.
- 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 travel time bonus will be paid for each piece of equipment.
- If gasoline fuel exceeds \$5.00 per gallon and / or diesel exceeds \$6.00 per hour based on the Energy Administration's (EIA) Fuel Report during the contract period the travel time bonus will be increased by one (1) hour for each 24 hour period of a storm event.
- 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 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, plow frame, and cutting edge. Under no circumstances can the Town of Wellesley DPW supply fuel.
- All equipment must be legally registered and with a current inspection sticker for driving over all public roadways. An exception may be made for Loaders or Bobcats assigned to a town site.
- 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. Plowing equipment used before December 1, 2022 or after March 31, 2023, will received an extra \$5.00 per hour during those some periods.
- 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 and Town of Wellesley's COVID-19 Guidelines And Procedures. 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 plowing in Wellesley
2. A completed Massachusetts Tax certification
3. 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.
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 14th, 2022.

The deadline to qualify under the early sign-up rate is 3:00 p.m. Monday, October 24th, 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

Deadline for basic town snow plow 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 30th. 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 Plowing Equipment Rates

Equipment Description	Plowing Rates (per hour)	*Early Sign- up Bonus	Rate w/early Sign-up Bonus
4x4 Four Wheel Truck Minimum GVW 8500 with 8' Minimum Power Angle Plow	\$ 95.00	\$ 5.00	\$ 100.00
4x4 Six Wheel Pick Truck Minimum Operating Range 8,501 to 14,000 GVW with 8' Minimum Power Angle Plow	\$ 110.00	\$ 5.00	\$ 115.00
Six Wheel Dump Truck, Minimum Operating Range 14,001 to 19,000 GVW Equipped with minimum 10' Snow Plow and Tire Chains	\$ 120.00	\$ 5.00	\$ 125.00
Six Wheel Dump Truck, Minimum Operating Range 19,001 to 26,000 GVW Equipped with minimum 10' Snow Plow and Tire Chains	\$ 125.00	\$ 10.00	\$ 135.00
Six Wheel Dump Truck, Minimum Operating Range 26,001 to 33,000 GVW Equipped with minimum 10' Snow Plow and Tire Chains	\$ 140.00	\$ 10.00	\$ 150.00
Tri-Axle & Ten Wheel Dump Truck, Minimum Operating Range 33,001 + GVW Equipped with minimum 10' Snow Plow and Tire Chains	\$ 150.00	\$ 5.00	\$ 155.00
Skid Steer w/1-2 CY Bucket Minimum GVW 8500	\$85.00	N/A	\$85.00
Backhoe 4x4 1-2 cubic Yard bucket w / Tire Chains Minimum 14,000 to 18,000 GVW / w/ Plate	\$135.00	\$10.00	\$145.00
Front End Loader 1.5 -2.5 CY Operating Weight Range 9,000 lbs. to 18,000 lbs.	\$140.00	\$10.00	\$150.00
Front End Loader 2.6 – 3.5 CY Operating Weight Range 18,001 lbs. to 38,000 lbs	\$160.00	\$10.00	\$170.00
Add for Plow or Pusher Box on a Backhoe, Loader or Skid Steer			
9'	Add \$45.00	N/A	
10'	Add \$50.00	N/A	
11'	Add \$55.00	N/A	
12'	Add \$60.00	N/A	
• Road Registration for Backhoe or Loader	Add \$5.00	N/A	

Snow Hauling Rates

Equipment Description	Hauling Rates (per hour)
Six Wheel Dump Truck, Minimum 26,001 GVW to 33,001 / 7 yd. capacity	\$ 90.00
10 Wheel Dump Truck Minimum 33.001 GVW / 15 yard capacity	\$ 125.00
Trailer Dump Truck, Minimum 33,0001 GVW / 25 yd. capacity	\$ 140.00

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 & Equipment Form

(Copy form and completed one form of each vehicle to be hired)

Company: _____

Number of Vehicles for hire: _____ Vehicle #: _____ of _____ Vehicle to be hired

Make & Model: _____ Year: _____

GVWR: _____ # of Wheels: _____ Plow Width: _____

Vehicle Registration: _____ VIN#: _____

Copy of Vehicle Registration: _____ Pictures of Vehicle Submitted: _____

Notes: _____

Operator`s Name: _____

Operator`s Address: _____

Operator`s Mobile Phone: _____ Alternate Phone: _____

Copy of Driver License: _____ Copy of Hoisting License: _____ Notes: _____

Alternate Operator`s Name: _____

Alternate Operator`s Address: _____

Alternate Operator`s Mobile Phone: _____ Alternate Phone: _____

Copy of Driver License: _____ Copy of Hoisting License: _____ Notes: _____

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 plowing 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 hoisting license.
- ____: 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.