

AGREEMENT FOR  
SNOW PLOWING, SALTING/SANDING & SNOW REMOVAL OPERATIONS

The Town of Salisbury's Department of Public Works offers this agreement for providing the Salisbury Department of Public Works with snow removal equipment as described below. The equipment will be used for the plowing, sanding, salting and hauling of snow within the Town of Salisbury.

**Definitions**

Notification: Phone call or text message from the DPW director or foreman, contractor must respond within 60 minutes. Once a response is received, the contractor must be at the DPW within 60 minutes.

Good working order: Vehicle is registered and insured, tire treads are safe, breaks, safety equipment, and plow are all in working order.

Qualified: Valid licensure to operate the specific vehicle supplied.

**Conditions of Work**

1. The vehicles must be available with a qualified driver at all times, day, night, weekends and holidays from November 1, 2019 to April 15, 2020. No premium time is to be paid for Saturdays, Sundays, or Holidays under this agreement.
2. Equipment will be inspected for safety at the beginning of the season and must be equipped with the following:
  - a. Plow and plow frame, in good working order, upon arrival in the Department of Public Works facility at 39 Lafayette Road
  - b. Reflectorized ANSI Class II or better personal safety equipment (i.e. vest or jacket)
  - c. Replaceable cutting edge in good condition
  - d. At least one amber warning light
  - e. Sanders must have flashing lights in the rear of the vehicle. Lights must not be obscured by the sander
  - f. Operator with a valid license to operate the specific vehicle supplied
  - g. Valid registration in vehicle
  - h. Valid insurance as described below
  - i. Valid inspection sticker
3. The driver of **each vehicle** must sign in and out at the Public Works garage.
4. Contractors are required to report to the Department of Public Works at 39 Lafayette Road within 60 minutes from notification from Public Works.
5. Contractors that arrive after 60 minutes are considered unresponsive. Unresponsive contractors forfeit standby pay and may be replaced at the discretion of the director.
6. All contractors will be paid from the time they punch in to the time they punch out, rounded to the nearest quarter hour.
7. The Town will supply sand for ballast and it must be returned at the end of the storm.
8. Trucks and equipment shall be inspected by operators prior to the start of each storm. Any vehicles without full Department of Transportation (DOT) safety equipment will be immediately dismissed.

9. Contractors shall supply the director and foreman with names & cell phone numbers of any and all operators working the event.
10. Refueling, fluids and repairing vehicles including but not limited to cutting edges and lights will be the responsibility of the Owner.
11. Anytime a driver leaves the vehicle, or their assigned route, the driver must contact the supervisor by cell phone. The driver will also notify the office when plowing resumes. No private plowing is allowed at any time while working for the Town of Salisbury.
12. No compensatory time is to be paid (and will be deducted) for the time taken for the attachment or detachment of plowing equipment.
13. Contractors making a good faith effort to repair broken equipment while on the clock may be compensated for up to one hour once per storm. If the equipment cannot be repaired within one hour they may be removed from service at the discretion of the director or foreman.
14. All vehicle operators are allowed a 15 minute break paid every 4 hours and 30 minute paid break every 8 hours. All breaks must be requested and approved by the supervisor.
15. The Town of Salisbury reserves the right to plow and/or sand/salt without contacting the hired Contractors. If there is plowable snow in only parts of the Town, the Department reserves the right to use whatever combination of forces is necessary to clear the streets. It should be noted that this situation is rare and is avoided if possible.
16. All State Laws and Wage Rates must be complied with.
17. The Town, at its discretion, may issue GPS equipment to a contractor.

### **Responsive Contractors**

Contractors who respond to every snow event in compliance with the above from the first of the month to the last day of each month for the duration of the agreement are eligible for one hour of standby pay each month, irrespective of amount of snow fall. If a contractor misses a snow event where DPW requested their services, their vehicle breaks down and must be taken out of service or fails to sign in on time or does not work the entire storm forfeits standby pay for that month. This does not apply to hauling only contractors.

## **Insurance Requirements**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses, shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

### General Liability

Bodily Injury Liability:           \$1,000,000 per occurrence

Property Damage Liability   \$ 500,000 per occurrence

(or combined single limit)   \$1,000,000 per occurrence

### Automobile Liability

Bodily Injury Liability:           \$1,000,000 per occurrence

Property Damage Liability   \$ 500,000 per occurrence

(or combined single limit)   \$1,000,000 per occurrence

### Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

The Contractor shall also carry insurance in a sufficient amount to ensure the restoration of any plans, drawings, computations or other similar data relating to the services covered by this Agreement in the event of loss or destruction until all data is turned over to the Town.

## **Indemnification**

All insurance policies must state to indemnify and save harmless the Owner and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of the Contractor's action or failure to act.

Mutual indemnification will not be accepted.

No waivers of subrogation are implied or will be accepted.

The Town of Salisbury reserves the right to reject any application, waive any formalities in the application process, or accept the application deemed to be in the best interest of the Town.

The Town is an Affirmative Action, Equal Opportunity Employer.

CERTIFICATION:

**Complete this page by signing in the space below and return with completed Equipment Application, W-9 Form and Certificate(s) of Insurance.**

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the Town's solicitation documents, certification must be made to the following by signing in the space indicated below.

1. The undersigned certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or their organization, entity, or group or individuals and,
2. Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support and,
3. Agrees to the enclosed Conditions of Work and Insurance Requirements.

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\*Signature of Individual or Corporate Name  
(Mandatory)

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Neil J. Harrington  
Town Manager and Chief  
Procurement Officer

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Karen Snow  
Finance Director  
Appropriation # (0100.0423.5238)

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Lisa E. DeMeo  
DPW Director

| Equipment Rates for 2019-2020             |             |           |            |
|---|-------------|-----------|------------|
| Vehicle Type                              |             | Plow Size | Rate \$/Hr |
| <b>Plowing Equipment</b>                  |             |           |            |
| 4x4 Pickup or SUV 3/4 Ton or greater      | Single Axle | 8'        | \$70.00    |
| 4x4 Pickup or SUV 3/4 Ton or greater      | Single Axle | 9'        | \$77.00    |
| 4x4 Pickup 1 Ton                          | Single Axle | 9'        | \$77.00    |
| F550                                      |             | 10'       | \$82.00    |
| 6 Wheel 33,000 GVW                        |             | 10'       | \$110.00   |
| Backhoe                                   |             | 10'       | \$100.00   |
| Loader                                    |             | 10'       | \$125.00   |
| Loader with snow box                      |             |           | \$135.00   |
| Farm Tractor                              |             | 10'       | \$125.00   |
| Skid Steer                                |             | 5'        | \$75.00    |
| Skid Steer w/ Snow Blower                 |             |           | \$80.00    |
| <b>Snow Removal and Hauling Equipment</b> |             |           |            |
| 10 Wheel Dump                             |             |           | \$95.00    |
| Tri Axles                                 |             |           | \$100.00   |
| Dump Trailers                             |             |           | \$125.00   |
| Sidewalk Plow                             |             | 5'        | \$85.00    |
| Sidewalk Plow w/ Snow Blower (5')         |             |           | \$95.00    |

## Snow & Ice Equipment Application 2019-2020

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

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Town \_\_\_\_\_

First Choice Phone \_\_\_\_\_

Second Choice Phone \_\_\_\_\_

**Please be sure to submit your Certificate of Insurance**

**To Be Filled In By DPW**

[illegible]

**If you have additional equipment that is**

**NOT available for call-ins (standby equipment), please list here:**

### To Be Filled In By DPW

[illegible]