

**Town of Stow, MA  
Snow Program Contractor Agreement  
2023 – 2024 Winter Season**



**TOWN OF STOW  
HIGHWAY DEPARTMENT**

88 South Acton Road  
Stow, Massachusetts 01775  
(978) 897-8071  
FAX (978) 897-5682

Brian Hatch  
Superintendent of Streets

The Town of Stow, MA intends to contract for snow plowing on an hourly basis as established on the “Stow Snow Program Rates 2023 - 2024” sheet. The winter season is November 20th, 2023 through April 1, 2024. Equipment and operators must be available 24 hours per day, seven days per week, including holidays.

**Mandatory Inspection**

All equipment engaged in plowing must be inspected by the Town. The Stow Highway Department will be conducting mandatory inspections of all Contractors’ snowplow trucks on **Saturday, November 4th, 2023. The inspection period is 8:00am to 12:00pm at the Highway Barn located at 88 South Acton Road.** All Contractors are required to report with their vehicles, plow and frames mounted.

Heavy equipment (Backhoe’s, Loaders, and Skid Steer) can be scheduled for inspection by calling **(978) 897-8071. All heavy equipment will need to be inspected by November 9th, 2023.**

**Early Sign-up Rates**

To qualify for the Early Sign-up Incentive rates (where applicable), all information must be completed, submitted, and approved by **November 4th, 2023** for all vehicles and equipment.

**Commitment Bonus**

The Contractor shall be eligible to receive a commitment bonus in the amount of \$1000.00 per vehicle or piece of equipment **ONLY AND ONLY IF ALL** the following qualifications are met in accordance with the specified deadlines.

1. Complete and pass inspection on all snowplow trucks and heavy equipment on Saturday, November 4th, 2023.
2. Correctly complete this contract and provide the mandatory documents listed in this contract at the time of inspection.
3. Provide a certificate of insurance that satisfy the requirements outlined in this contract at the time of inspection.
4. A one hundred percent (100%) rate of snow event attendance will receive one hundred percent (100%) of the bonus (\$1000.00). A ninety percent (90%) rate of snow event attendance will receive ninety percent (90%) of the bonus (\$900.00). An eighty percent (80%) rate of snow event attendance will receive eighty percent (80%) of the bonus (\$800.00). Snow event attendance below seventy-five percent (75%) will receive **NO** bonus and may result in removal from the program.

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5. While the Town of Stow will consider issues outside the control of operators, the Town will calculate snow event attendance rates at our discretion.

Commitment bonus payment is scheduled to be issued on or around the last week of March 2024.

**Failure to respond when called may result in suspension of contract and potential debarment from future contracts.**

**Mandatory Documents**

Contractors are required to provide the Town with copies of the following **at the inspection**:

1. Certificate of Insurance as specified
2. Copy of valid vehicle registration
3. Snow Program Contractor Agreement
4. W-9

Contractors must supply and maintain a current valid registration of the specific equipment being inspected and a certificate of insurance naming the Town of Stow, MA as “Additional Insured for snow plowing operations.”

**Insurance Requirements**

Contractors must supply and maintain current a certificate of insurance naming the Town of Stow, MA as “Additional Insured for Snow Plowing Operations.” Minimum certificates of insurance for vehicle liability coverage must meet or exceed the coverage as shown below: (All vehicles must be listed on the insurance certificates).

1. Bodily injury: Minimum \$250,000 per person and \$500,000 each occurrence.
2. Property damage: Minimum \$200,000 for each occurrence.
3. Town of Stow, MA additional named as “Additional Insured for Snow Plowing Operations.”

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 is caused in whole or in part by and 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.

If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers’ compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal

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Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

**Contractor and Operator Responsibilities**

Contractor equipment will provide snowplowing services solely for the Town of Stow, MA as directed. Equipment and operators provided must be able to perform all tasks assigned to them in an acceptable amount of time, as determined by the Superintendent of Streets or his designated agent. For longer storm duration, the Contractor shall rotate operators into the equipment as necessary, to ensure a safe and efficient operation. The Contractor when called for service will be responsible to assign and contact their equipment operators to report for service. The equipment must arrive for each event in good working order. The ability to provide uninterrupted service for the duration of an event is essential. Valid insurance, registration, inspection, and licensing for each vehicle and operator must always be maintained during the term of agreement. The Town of Stow reserves the right to inspect any participating vehicle at any time to verify suitable condition. This inspection may include a review of insurance, license, inspection, and registration documents. The Contractor is responsible to pay all expenses that they incur to perform snow plowing services with the Town.

Vehicle operators must report to the Highway Department Barn at 88 South Acton Road in Stow, MA to sign in and out for each event and operator rotation. **Please bear in the mind, COVID-19 is still around, drivers or contractors who feel ill should take all necessary precautions.** Contractors whose equipment respond to Dispatch and sign-in within one hour of the initial call will be paid from the time of call. A repositioning call does not qualify for payment from the time of call to time of reporting to Snow Dispatch. No payments shall accrue during extended equipment failures or breakdowns. **Operators leaving their assignments without first notifying the supervisor will be paid for verifiable hours worked and may be released from the program.**

Cell phones are mandatory for all hired equipment operators. A phone call will be the primary form of contact for calling in for events. The Contractor shall provide the Highway Superintendent or his designated agent with the phone numbers of all cell phones to be used by operators. Any change in number must be provided to the dispatcher prior to beginning assignment.

The Contractor and its operators are not employees of the Town of Stow, MA while performing services under this agreement, but are acting as independent contractors or as an employee of the Contractor. For additional information, contact the Highway Department at (978) 897-8071.

All contractors in the Town of Stow, MA must comply with the mandatory safety standards and recommended best practices published by the Commonwealth of Massachusetts, as well as any applicable Town of Stow, MA regulations, emergency orders, or ordinances. The state's Mandatory Safety Standards for Workplaces are available at: <https://www.mass.gov/info-details/reopening-mandatory-safety-standards-for-workplaces>.

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

Print Name and Title: \_\_\_\_\_

Vehicle Number (for contractors with multiple vehicles): \_\_\_\_\_

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

Authorized Highway Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**2023 - 2024 Snow Program Contractor Vehicle Inspection Report**

**Contractor Information (to be completed in legible printing by Contractor)**

Company Name: \_\_\_\_\_ Tax I.D.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

**Vehicle Description** (to be completed by DPW Representative)

Type of Vehicle: \_\_\_\_\_ Make/Year: \_\_\_\_\_ Plate: \_\_\_\_\_

Vehicle Markings / Colors: \_\_\_\_\_

# of Wheels: \_\_\_\_\_

Hourly Rate for Plowing: \$ \_\_\_\_\_/hour

Hourly Rate with salting unit \$ \_\_\_\_\_/hour

**Vehicle Documentation Summary** (to be completed by Highway Representative)

Certificate of Insurance:	Yes	No
Valid Registration:	Yes	No
Valid State Inspection Sticker:	Yes	No
Vehicle Inspection Summary:	Yes	No

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

Authorized Highway Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Plow and Plow Frame** (to be completed by Highway Representative)

Plow Make: \_\_\_\_\_ Description: \_\_\_\_\_

Plow Size: \_\_\_\_\_

**Vehicle and Plow Inspection Report** (to be completed by DPW Representative)

Tires: (Front 3/32” – rear 2/32”)      Pass      Fail \_\_\_\_\_

Plow Lights:      Pass      Fail \_\_\_\_\_

Plow Frame:      Pass      Fail \_\_\_\_\_

Mold Board & Trip Test:      Pass      Fail \_\_\_\_\_

Cutting Edge/ > 1” @ Reveal:      Pass      Fail \_\_\_\_\_

Push Frame:      Pass      Fail \_\_\_\_\_

Plow Lift Hydraulics:      Pass      Fail \_\_\_\_\_

Plow/Frame Welds:      Pass      Fail \_\_\_\_\_

**No fuel, vehicle repairs or part replacement will be provided by the Town.**

Failures recorded on this inspection report must be corrected and re-inspected by the Highway representative within 7 days.

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

Authorized Highway Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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<b>Equipment Description</b>	<b>Hourly Rate</b>	<b>Early Rate</b>
Pickup, min. size ¾ ton, equipped with 4-wheel drive and minimum 8' foot length power reversible plow.	\$90.00 per hour	\$95.00 per hour
Pickup, min. size 1 ton, equipped with 4-wheel drive and minimum 8.5' foot length power reversible plow.	\$95.00 per hour	\$100.00 per hour
Small six-wheeler, equipped with minimum 9-foot length power reversible plow	\$105.00 per hour	\$110.00 per hour
Large six-wheeler, equipped with minimum 11-foot length power reversible plow. GVW min of 25,801 lbs.	\$120.00 per hour	\$125.00 per hour
10-wheel dump truck, equipped with minimum 11-foot length power reversible plow. GVW min of 50,100 lbs.	\$135.00 per hour	\$145.00 per hour

<b>Heavy Equipment Description</b>	<b>Hourly Rate</b>	<b>Early Rate</b>
Skid Steer (with attachments)	\$100.00 per hour	\$105.00 per hour
Backhoe Loader (add \$5.00 per hour for reversible plow)	\$110.00 per hour	\$115.00 per hour
Front-end Loader; 4 cu/yd bucket, 10' plow, or greater for highway plowing (add \$5.00 per hour for reversible plow)	\$120.00 per hour	\$125.00 per hour

<b>Special Equipment/Adjustments</b>	<b>Hourly Rate</b>
Snow pusher (10 feet or larger)	+\$15.00 per hour
Plow less than width specified	-\$2.00 per hour, per 6 in. under
Plow greater than width specified	+\$5.00 per hour, per 6 in. over
Plow not reversible	-\$5.00 per hour
Unrestricted route (assigned plow route may include some/all of the private ways in town that are in the poor condition)	+\$15.00 per hour
Material Spreader (up to 4cu/yd capacity) if used	+\$10.00 per hour
Material Spreader (5 cu/yd capacity to 10 cu/yd) if used	+\$20.00 per hour
Material Spreader (11 cu/yd capacity or greater) if used	+\$25.00 per hour
Wing Plow (11 feet or greater) if used	+\$20.00 per hour

These rates are based on current gas/diesel prices. If fuel drastically increases due to supply chain or other issues, the rates will be reviewed so as lessen the burden on contractors. Any changes will be based on MassDOT fuel escalation policies.