



Enclosed is the 2023-2024 Snowplow Application for the Town of Reading.

Applications can be dropped off at the Department of Public Works Dispatch Office at 75 Newcrossing Road in Reading from 7:00 am – 3:00 pm, or emailed to mohalloran@ci.reading.ma.us

Please note: Hauling will be bid separately at a later date.

If you have any questions regarding the application package, please call the DPW Administration Office, 781-942-9077.

Thanks in advance,

Jane C. Kinsella
Director of Public Works

Town of Reading
Department of Public Works

Snow Plowing Agreement
2023-2024 Snow Season

1. According to the terms of this Agreement, the undersigned Contractor agrees to provide the stipulated services to the Town of Reading for the 2023-2024 snow season.
2. As a condition of the Agreement, and *prior* to acceptance and approval by a Department of Public Works authorized representative, the Contractor agrees to allow the Department to inspect the equipment offered for hire and obtain copies of the documentation listed under Item #10 “Insurance” and Item #18 “Filing Requirements.”
3. It is agreed and mandatory that after having reported to work for the Town, the Contractor will not provide services to others, public or private, until relieved or otherwise excused from duty by an authorized representative of the Town. In addition, contractors are not allowed to use Town sand or salt for private work.
4. Town Personnel will be available for any drivers or operators who want to familiarize themselves with their designated plow route, as determined by the Town of Reading Department of Public Works, prior to commencing any snow removal operations.
5. The contractor will be held responsible for the protection of all property, public and private. Care shall be exercised to ensure that personal and real property is not damaged (including mailboxes). The contractor shall be responsible for restoration and/or replacement of property so damaged. The Contractor shall file a written report with the Town of Reading Department of Public Works for any known accident or property damage which occurs during the providing of snow plowing services. Said written report shall be submitted within twenty-four (24) hours of the incident and include the date, time, type of accident or damage, other party involved (if applicable), location and any other pertinent information.
6. The contractor will be responsible for the above policy for all his employees/equipment.
7. The contractor shall not assign nor subcontract the whole or any part of this contract nor allow any of his work to be done by anyone but him (and his employees) unless previously consented to in writing by the Town Manager.
8. All drivers must have prior experience plowing on city/town streets.
9. All hired contractors are required to have a **cell phone number** on file with the Town of Reading Department of Public Works for each piece of equipment/personnel working within the Town of Reading. In order to maintain an accurate contact list (driver name/cell phone #'s), every driver must check into the DPW Facility at 75 Newcrossing Road prior to starting their route.
10. INSURANCE: Coverage as specified below shall be taken out by a company or companies authorized to do such business in the Commonwealth of Massachusetts and shall be written for not less than any limits as specified below, or required by law, whichever is greater.

- a. General Liability of at least \$1,000,000 for Each Occurrence and a General Aggregate Limit of a minimum \$2,000,000.
- b. Automobile Liability of at least \$500,000 for Bodily Injury per person, \$1,000,000 Bodily Injury per accident and \$250,000 Property Damage per accident or at least \$1,000,000 for Combined Single Limit. (If one elects to insure Property Damage per accident at a \$100,000, a minimum Umbrella liability of \$1,000,000 is required). The Town should be named as an “Additional Insured”.
- c. Description of Operation should state the Town of Reading, MA as an additional insured and also must specifically state the policy applies to operations performed as “Snowplowing” for the Town of Reading, MA.
- d. Certificate Holder should state the Town of Reading, 16 Lowell St, Reading, MA, 01867
- e. Worker’s Compensation Insurance as required by Massachusetts law under Chapter 152 of the General Laws, as amended, and Section 34A of Chapter 149 of the General Laws.

The Town requires that these certificates accompany this application. Contractors must file, with the Department of Public Works, any updates to the required insurances before the Department can utilize their equipment. All certificates on file must be kept up to date in order for payments to be released.

11. REPORTING: Contractors, when called to report for snow and ice operations, will be allowed up to one (1) hour in which to report to work. This does not apply when contractors are called ahead and given a specific reporting time. In those cases, the reporting time is considered the start time. Contractors will be given a 4-hour minimum per storm, if they arrive at the scheduled reporting time.
12. Contractors will provide equipment in good operating condition to insure continuous operation throughout the life of the contract. Equipment must be designed and equipped for commercial use on streets and must be registered, inspected, operated, and insured in accordance with the motor vehicle laws of the Commonwealth of Massachusetts. All equipment must be equipped with adequate warning and flashing lights to insure the vehicle and the operator of safe lighting protection as outlined by the Registry of Motor Vehicles for the operation of on-road construction equipment.
13. DOWNTIME: In the event of mechanical failure, an allowance of one (1) hour maximum to effect repairs will be allowed. The Contractor shall be compensated for that hour. If a breakdown occurs, it will be reported to the Department immediately. An estimate of anticipated downtime should, if known, be given to the supervisor in charge. This will allow for reassignment units to provide for route coverage.
14. Contractors MUST check-in with their designated Route supervisor prior to concluding snow and ice operations for the Town of Reading. Contractors shall not remove any ballast nor remove any snow and ice removal equipment from their vehicle prior to checking-in with their Route supervisor first. Failure to comply may result in the loss of payment, and/or additional plowing during the season.

15. The Town of Reading requires that **ALL CONTRACTORS** send in a copy of their **current commercial** registrations for each piece of equipment. Dealer, Repair, Passenger Plates etc. **ARE NOT ALLOWED** for on-street plowing. Snow removal plates are acceptable in lieu of commercial plates – but must be accompanied by a commercial insurance policy. OUT OF STATE registered equipment must have apportioned plates. Please submit a copy of any new registrations as soon as the old registration expires so that payments may be made to you promptly. Payment **will not** be issued for any storms until the current registration is submitted.
16. **PAYMENT**: The Town of Reading will process payments for snowplowing within 30 – 45 days to contractors whose information, on file with the Department of Public Works, is current.
17. **SIGNATURE**: The Owner of the equipment or a duly authorized representative must sign the attached contract.
18. **REGULATIONS**: The Contractor agrees to abide by all regulations of the Town of Reading Department of Public Works.
19. **FILING REQUIREMENTS**: The following **must** be provided and completed for your application to be valid:
 - a. Completed Contractor Application (equipment sheet)
 - b. Insurance Certificate
 - i. (Must have Worker’s Compensation if more than one piece of equipment is submitted).
 - c. Commercial Registration (for each piece bid)
 - d. Signed Snowplowing Agreement
 - e. Standard Form Waiver Governing Alcohol and Controlled Substance Use Form
 - f. Copy of valid driver’s license for each equipment operator
 - g. Administrative Provisions as Related to State Taxation Form

If you have any questions concerning the completion of the application (attached), please contact the DPW office at 781-942-9077.

20. **COMPLIANCE**: Failure to comply with this Agreement, or the rules and regulations of the Reading Department of Public Works, may result in the loss of payment, and/or additional plowing during the season.

21. FISCAL YEAR 2024
HOURLY RATES SET BY THE DEPARTMENT OF PUBLIC WORKS

<u>EQUIPMENT</u>	<u>DESCRIPTION</u>	<u>PLOW RATE / HR</u>
PICKUP	3/4 TON AND ABOVE	\$105.00
6 WHEEL DUMP	10,000 - 19,500 LBS	\$118.00
6 WHEEL DUMP	19,501 - 33,000 LBS	\$150.00
10 WHEEL/TRI AXLE	33,001 LBS AND ABOVE	\$142.00
BACKHOE		\$148.00
LOADER	< 3 YARD BUCKET	\$155.00
LOADER	> or equal to 3 YARD BUCKET	\$173.00
SKID STEER		\$109.00
SKID STEER W/TRUCK, TRAILER, & BLOWER		\$168.00
SANDER 19,500 LBS AND ABOVE W/PLOW	ADDITIONAL RATE	\$16.00
WING PLOW	ADDITIONAL RATE	\$16.00
BACKHOE/LOADER W/PLOW	WITH POWER ANGLE PLOW	\$16.00

22. APPLICATIONS WILL BE EVALUATED ON THE FOLLOWING CRITERIA:

- a. Completed application
- b. Meets all specifications as outlined in this document
- c. Passing equipment inspection

In the case where more applicants apply than are needed based on Item #21, the following may be used to select applicants:

- a. Meets all requirements as listed and/or
- b. Past performance and/or
- c. Proximity of equipment and operator to Town of Reading

23. EQUIPMENT HIRING PROCEDURE:

- a. Equipment will be hired based on the needs of each category. If equipment is not available for a storm, the Contractor may be removed from the Contractor list. The Contractor will be allowed to provide a substitute piece of equipment that is acceptable to the Town and that will be paid at the stated price.
24. All trucks will be equipped with snow tires or chains on rear wheels when plowing.
 25. Contractors must make their own provisions for obtaining gasoline and diesel fuel.
 26. Contractors are allocated thirty (30) minutes during designated mealtimes and are responsible for providing their own meals. Contractors must be able to be contacted at all times by the Department of Public Works personnel and shall remain within the Town of Reading.
 27. The Department of Public Works will prioritize all equipment submitted by category. In the event insufficient and/or preferred pieces of equipment are received for a particular item, the Department of Public Works reserves the right to accept equipment in other categories.
 28. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless The Town of Reading, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses, including reasonable attorneys' fees, that may arise out of or in connection with the work being performed or to be performed by the Contractor, its employees, agents, subcontractors or material men. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse The Town of Reading for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by The Town of Reading's gross negligence or willful misconduct.
 29. **Contractors shall comply with all State and Town of Reading COVID-19 protocols. Failure to comply may result in the loss of payment, and/or additional plowing during the season.**

2023/2024 CONTRACTOR CONTACT INFORMATION:

Business Name: _____

Name of Owner: _____
(Last) (First) (MI)

Signature of Owner: _____ Date: _____

*Please **print** the following information:*

Street: _____

City/State/Zip: _____

Email: _____

Tel: _____ Fax: _____

Cell: _____

The Town of Reading Department of Public Works **requires** accurate contact information to notify contractors. All contractors must complete the following information as a requirement of this contract.

Primary Contact for Storm Call-in:

Name: _____

Primary Phone: _____

Secondary Phone: _____

Important: Please keep a copy of this agreement for your reference prior to submittal to the Town of Reading.

2023/2024 SNOW & ICE CONTRACTOR APPLICATION

**The Contractor agrees to all rules and regulations as set forth by the
Town of Reading Department of Public Works**

Contractor Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Fed. # : _____

SS # : _____

(Contractor Authorized Signature)

Date

Description of Equipment:

Equipment Make/Model	Registration Number	Blade Size	Driver Name	Cell Phone #

2023 - 2024 SNOWPLOWING

**STANDARD FORM WAIVER GOVERNING
ALCOHOL AND CONTROLLED SUBSTANCE USE
AND TESTING POLICY FOR SAFETY SENSITIVE DRIVERS
AND INDEPENDENT CONTRACTORS AND SUBCONTRACTORS**

_____ hereby agrees, as a condition precedent to engaging in snowplowing services for the Town of Reading (the “Town”), to indemnify, defend and hold harmless the Town, its agents, servants and employees, from and against any claim, loss, damage, liability or expense of any kind or nature arising from or resulting from or related to the alleged failure to comply with the alcohol and controlled substance use and testing requirements of the Commercial Motor Vehicle Safety Act of 1986, as enacted, and the Omnibus Transportation Employee Testing Act of 1991, as enacted and regulations promulgated thereunder (collectively “the Acts”). Further, _____ hereby agrees to undertake full compliance with the Acts and shall reimburse the Town for any damage resulting from a failure to comply with the Acts.

Name (please print)

Date

Address

Signature

ADMINISTRATIVE PROVISIONS AS RELATED TO
STATE TAXATION

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE TOWN OF READING the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied:

Pursuant to M.G.L. Ch 62C, section 49A, I certify that under penalties of perjury that I, to my best knowledge and belief, have filed all Mass. State Tax Returns, and paid all Mass. State Taxes required under law.

EIN/Social Security Number

Signature of Individual

or

Corporate Name

By:

Corporate officer (if applicable)

2023-2024 Snow & Ice Checklist:

Please use the following checklist for paperwork to be returned:

- Completed 2023-2024 Snow & Ice Contractor Application
- Completed Snowplowing Agreement
- Completed and signed Standard Form Waiver Governing Alcohol and Controlled Substance Use
- A copy of the **CURRENT COMMERCIAL** registration for each vehicle applying.
(Dealer, Repair, Passenger Plates etc. **ARE NOT ALLOWED** for on-street plowing)
- OUT OF STATE registered equipment must have apportioned plates
- Certificate of Liability Insurance – (if plowing under a company name please be sure to list “Town of Reading” as additional insured). All certificates must state “Snowplowing” in Description of Operations.
- Workman’s Compensation Insurance – except for owner operators (Important, if you are submitting more than one piece of equipment, you must provide proof of workman’s compensation insurance)
- Required motor vehicle insurance documentation
- Copy of valid driver’s license, and cell phone # for each equipment operator
- Administrative Provisions as Related to State Taxation Form
- W9 form – ONLY if you are a new contractor or your information has changed from last year. Do not submit if your company information has not changed. You may download the form from the State’s website, <http://www.mass.gov> or obtain one from the DPW Administration Office at 16 Lowell St., Reading, MA.