



**Town of Littleton  
Highway Department  
39 Ayer Road  
Littleton, MA 01460**

**AGREEMENT FOR SNOW PLOWING AND REMOVAL 2023-2024**

This AGREEMENT made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between (Name) \_\_\_\_\_ hereinafter called the "CONTRACTOR" and the Town of Littleton, a municipal corporation in the County of Middlesex, Commonwealth of Massachusetts, hereinafter called "TOWN."

WITNESSETH THAT:

The CONTRACTOR agrees to furnish the TOWN the following equipment with operators, for the use of the Highway Department, at such times and places, in accordance with the attached procedures, and as directed by the Highway Superintendent or General Foreman or a duly authorized representative.

The TOWN agrees to pay the CONTRACTOR and the CONTRACTOR agrees as full compensation such unit prices as are set forth below.

1. Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ Plate# \_\_\_\_\_

Plow Size \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_

2. Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ Plate# \_\_\_\_\_

Plow Size \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_

3. Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ Plate# \_\_\_\_\_

Plow Size \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_

4. Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ Plate# \_\_\_\_\_

Plow Size \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their fully authorized officials, this AGREEMENT in three (3) copies, each of which shall be deemed an original on the date first above written.

TOWN OF LITTLETON, MA  
(Owner)

\_\_\_\_\_  
Stephen Jahnle, DPW Director

\_\_\_\_\_  
Contractor ( Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

In accordance with MG.L. Ch. 44, Section 31C, this is to certify that an appropriation in the amount of this contract is available and that the Chief Procurement Officer has been authorized to execute the contract and approve all requisitions and change orders.

BY: \_\_\_\_\_  
Chief Procurement Officer

## **TRAINING & EXPERIENCE**

At least one year experience plowing (preferably roads). The plow operator will navigate a predetermined route and must be familiar with this route before the first weather incident. Highway Department personnel will familiarize the plow operator(s) with their assigned route by taking them on the route before the first snow/ice incident. It is not in the Town's best interest to have a plow driver who is unfamiliar with their previously assigned plow route nor do we have the time during a snow event to familiarize the driver. To be productive during working hours the plow operator needs to be knowledgeable about his/her plowing route. **Should the private contractor employ someone who is not familiar with the route, then it is the responsibility of the contractor to ensure the plow operator has appropriate familiarization and training with the route before they report for plowing.** We are aware that there can be unusual circumstances such as the October 2011 snow storm; but this is highly unlikely and in a normal season there is adequate time between contract signing and the first snow/ice storm to become familiar with an assigned route.

Plow operators must be responsive, reliable and punctual; and be able to satisfactorily complete the assigned route in a timely manner. Twenty-four hour advance notification is required if you are not available for call in.

## **ALCOHOL AND/OR DRUG USE: ZERO TOLERANCE**

The use of either alcohol or illegal drugs will not be tolerated. Anyone found to be under the influence of either alcohol or drugs will be terminated. Anyone suspected to be operating under the influence of drugs or alcohol will be reported to the proper authorities.

## **CONFRONTATIONS**

If you are confronted by a citizen for any reason involving your operation, please refer them to the office at 978-540-2670. Do not speak for or on the Town's behalf.

**PROCEDURE FOR SNOW PLOWING AND REMOVAL SERVICES**  
**TOWN OF LITTLETON**

The following procedures will be used for snow plowing and removal:

1. Contractors will be called in to plow as required, which will be determined solely by the Highway Superintendent or General Foreman, or a designated representative. Upon reporting for service, the Contractor will be provided a Snow Plow Route Manual and assigned a plow route.
2. The hours of work are not guaranteed and the Town of Littleton reserves the right to decrease or increase the hours as required. A minimum of four hours of work pay will be guaranteed once the contractor(s) reports for duty.
3. All equipment for snow work will be available any day or night from November 1<sup>st</sup> to May 31<sup>st</sup>, including holidays and weekends. Failure to report when called shall be considered just cause to remove the contractor(s) from the call list.
4. Contractor to furnish complete driver/operator and vehicle/equipment with plows ready to work. All equipment must arrive at the Town of Littleton Highway Department, located at 39 Ayer Road, Littleton, within one (1) hour of a request for service. The contractor(s) must notify the Town of Littleton Highway Department (978-540-2670) immediately of any delay in responding within the one hour requirement. Equipment arriving later than ninety (90) minutes after notification to perform snow removal will not receive the guaranteed four (4) hour minimum pay.
5. Any time equipment is not available due to repair or any other reason during the above time period, the contractor(s) will notify the Town of Littleton Highway Department that the equipment is out of service. When the equipment is returned to service, the contractor(s) will once again notify the Town of Littleton Highway Department of its availability.
6. The rate per hour will be the rate paid under all circumstances. The Town shall pay at the rate indicated in the rate sheet for each relative piece of equipment used for the period of time worked on the dates called upon. There will be no overtime or setup pay. No payment will be made for equipment down time. Hours of operation will be reduced by any break down time when a vehicle is out of commission.
7. All equipment must arrive at the above address with **plows attached, fueled and ready to work before “clocking in”**. In addition, all vehicles will have current inspection stickers and **be equipped with flashing beacons**.

8. Ballast will be supplied by the Town of Littleton Highway Department (if requested) upon arrival and must be dumped before departure at point of loading.
9. All equipment will be made available to the Highway Superintendent, General Foreman, or a designated representative for inspection upon request.
10. No fuel or repair services will be available to the contractor(s).
11. The Town of Littleton Highway Department may provide the Contractors with a means of communication (via a two way radio) with the Town of Littleton Highway Department during snow plowing and removal operations, if available. Contractors will be provided with a mobile GPS for each contracting vehicle.
12. Equipment shall be paid for the actual amount of time worked, the time computed from the time cards. The maximum chargeable time is not to exceed 24 hours per calendar day.
13. The hours, location, and execution of snow and ice control shall be under the direction of the Highway Superintendent, General Foreman, or a designated representative. Hours of operation shall commence upon the punching of a time card and departure from the Operation Center and shall cease when directed by the Highway Superintendent or General Foreman, where upon the time card will be punched. It will be the responsibility of the Contractor(s) to see that this time card is punched in and out.
14. It is our intention to provide a 30-minute department supervisor approved meal break every eight hours. Depending on operational needs and weather conditions the approval of break requests may need to be delayed until conditions allow.
15. Contractor(s) must submit, as part of their bid, their Certificate of Insurance with a minimum of \$250,000/\$500,000 per occurrence bodily injury insurance; a minimum of \$100,000 property damage liability per occurrence; (or combined single limit) \$500,000 per occurrence. In addition, Contractor(s) must submit a Worker's Compensation Insurance Certificate in accordance with Massachusetts General Law.

**Should Commercial Vehicle Insurance expire during the time of this agreement, contractor shall resubmit Proof of Insurance covering the remaining time of the agreement. Failure to resubmit Proof of Insurance will result in not being called in to plow for the Town of Littleton Highway Department.**

**NOTE: If you do not have Worker's Compensation Insurance because you are the sole proprietor and driver, it will be necessary for you to sign the attached statement.**

**Certificates of Insurance must be in the Town of Littleton Highway Department office by November 1 or you will not be called.**

16. The Town of Littleton is an Equal Opportunity Employer and encourages MBE and WBE firms for this work.
17. All plow operators are required to carry a cell phone while working for the Town of Littleton. The operator must provide the cell phone number to the Supervisor and inform them of any changes.
18. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.
19. This agreement shall be in effect from November 1, 2022 and shall expire May 31, 2023, unless terminated earlier pursuant to the terms hereof.

**THE FOLLOWING STATEMENT MUST ALSO BE SIGNED:**

**CERTIFICATE OF PAYMENT OF TAXES  
and GOOD FAITH (NON-COLLUSION)**

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I (the undersigned) certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required by law.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

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

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature of Contractor

\_\_\_\_\_  
Title of Contractor

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/Town and State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
(Area Code)

\_\_\_\_\_  
Telephone Number

This page must be signed by an individual(s) with authority to commit the Bidding entity to a binding agreement. Corporation must attach required certification.

A notarized attestation of the signature(s) is required, or in the case of a corporation, attestation by the Secretary or Clerk of the Corporation with the corporate seal affixed, that the signature is the signature of an officer authorized to bind the corporation to a contractual agreement.

COMPLETE IF YOU DO **NOT** HAVE  
WORKER'S COMPENSATION INSURANCE

**STATEMENT FOR CONTRACTORS WHO DO NOT HAVE WORKER'S  
COMPENSATION INSURANCE**

The Undersigned, being under agreement with the Town of Littleton to plow snow, makes the following statement and agrees under the pains and penalties of perjury.

1. He fully understands that, for the purposes of Massachusetts General Laws, Chapter 152, the Massachusetts Worker's Compensation Act, he is acting and will not act only as an independent contractor, not subject to direction and supervision as to details of the plowing work by the Town of Littleton, and that he is responsible for the accomplishment of an agreed result and in an agreed manner.
2. **That all snow plowing work for the Town of Littleton will be performed by the undersigned, and that no portion of this work will be performed by any person employed by him.**
3. That he agrees to indemnify and hold harmless the Town of Littleton with respect to any liabilities, damages, claims, expenses, and attorneys fees, which the Town of Littleton may incur as a result of any claim for injuries, whether under the Worker's Compensation Act or otherwise, which may be made by any employee of the undersigned engaged in snow plowing work for the Town of Littleton.

Signed under the pains and penalties of perjury this \_\_\_\_ day of \_\_\_\_\_ 2023.

Contractor's Signature: \_\_\_\_\_



## SET RATES FOR 2023-2024 SEASON

### **8,600# to 11,000# GVW Single Wheel 4x4**

- Power Angle Plow 8' minimum but under 9' \$93.00
- Power Angle Plow 9' and greater \$97.00

### **11,001# to 26,000# GVW 6 Wheel 4x4**

- Power Angle Plow 9' minimum but under 10' \$100.00
- Power Angle Plow 10' minimum \$102.00

### **26,001# GVW and greater**

- Power Angle Plow 10.5' or greater \$112.00

### **Backhoe/loader 4X4**

- 1.25yd to 1.99 yd with Plow 10' minimum \$118.00

### **Wheel loader 4X4**

- 2 yd to 2.99 yd with Plow 11' minimum \$130.00
- 3 yd to 4 yd with Plow 11' minimum \$135.00
- 4 yd to 5 yd with Plow 11' minimum \$148.00