

**TOWN OF DRACUT
DEPARTMENT OF PUBLIC WORKS
833 HILDRETH STREET
DRACUT, MASSACHUSETTS 01826
CONTRACT FOR
2022-2023 SNOW & ICE CONTROL PROGRAM**

NAME OF CONTRACTOR AND/OR FIRM:_____

ADDRESS:_____

TELEPHONE NUMBER (S):_____

SOCIAL SECURITY NO.:_____TAXPAYER I.D. NO.:_____

OWNER OF VEHICLE:_____

TYPE OF EQUIPMENT:_____TARE WEIGHT:_____

MAKE:_____MODEL:_____YEAR:_____COLOR_____

DIESEL FUEL:_____GASOLINE:_____

VEH. REG. NO.:_____REG. WGT.:_____

G.V.W. RATING:_____LENGTH OF PLOW:_____SIZE OF BUCKET_____

NOTE: IF YOU HAVE MORE THAN ONE (1) PIECE OF EQUIPMENT THAT YOU WISH TO CONTRACT TO THE TOWN FOR USE IN THIS YEAR'S SNOW & ICE PROGRAM... YOU MUST FILL OUT SEPARATE APPLICATIONS FOR EACH INDIVIDUAL PIECE OF EQUIPMENT CONTRACTED!!!! ANY DIFFERENCES IN THE EQUIPMENT CONTRACTED BY THE AGREEMENT AND THAT EQUIPMENT ACTUALLY USED WILL BE CAUSE TO TERMINATE AND REMOVE THE APPLICANT FROM THE SNOW PLOWING LIST.

NAME OF INSURANCE COMPANY:_____

NAME OF AGENT AND/OR BROKER:_____

TELEPHONE NUMBER OF AGENT/BROKER:_____

**I HEREBY CERTIFY UNDER PENALTIES OF PERJURY THAT THE ABOVE ANSWERS ARE TRUE AND THAT I HAVE A MINIMUM OF \$50,000.00 PROPERTY DAMAGE INSURANCE AND A \$100,000.00/\$300,000.00 BODILY INJURY INSURANCE.
I HAVE ATTACHED A CERTIFICATE OF INSURANCE FOR THE ABOVE LISTED VEHICLE.**

FOR DEPARTMENT USE ONLY:

(SIGNATURE OF APPLICANT/OWNER)

(APPROVED SIGNATURE)

(DATE OF APPLICATION)

**CONTRACT FOR
SNOW/ICE CONTROL**

THIS AGREEMENT MADE BETWEEN THE TOWN OF DRACUT, A MUNICIPAL CORPORATION WITH A USUAL PLACE OF BUSINESS IN DRACUT, ACTING THROUGH ITS PUBLIC WORKS DIRECTOR AND A MASSACHUSETTS CORPORATION, A PARTNERSHIP OR AN INDIVIDUAL PROPRIETOR, WITH A USUAL PLACE OF BUSINESS IN MASSACHUSETTS, (THE CONTRACTOR)

NOW THEREFORE, FOR MUTUAL CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. THE CONTRACTOR SHALL PROVIDE THE TOWN THE FOLLOWING:

* * * *

EQUIPMENT INCLUDES OPERATOR, FUEL, PLOW AND ALL ACCESSORIES.

EQUIPMENT:

HOURLY RATE:

PICKUP TRUCK - 4 WHEEL DRIVE/MIN. 8' PLOW	\$85.00
SIX WHEEL DUMP TRUCK 1-2 TONS F.W.D. MIN. 8' PLOW	\$100.00
SIX WHEEL DUMP TRUCK 2 1/2 TON & OVER/MIN. 10' PLOW	\$105.00
FRONT END LOADER WITH PLOW F.W.D. 12,000-21,000 LBS. /10'-12' PLOW	\$115.00
FRONT END LOADER WITH PLOW F.W.D OVER 21,000 LBS./11'-12' PLOW	\$135.00
GRADER WITH 11' - 12' PLOW	\$135.00
GRADER WITH 11' - 12' PLOW & 8' - 10' WING PLOW	\$150.00
FRONT END LOADER (FOR NON PLOWING BUCKET WORK)	
BUCKET CAPACITY 2 - 3 CYS.	\$105.00
BUCKET CAPACITY OVER 3 CYS.	\$125.00
SAND/SALT SPREADERS 6 - 9 CY CAP.	\$115.00
SAND/SALT SPREADERS 6 – 9 CY CAP. WITH PLOW	\$125.00
SAND/SALT SPREADERS OVER 9 CY CAP.	\$115.00
SAND/SALT SPREADERS OVER 9 CY CAP. WITH PLOW	\$130.00
SAND/SALT SPREADERS OVER 9 CY CAP. W/CHEMICAL SADDLE TANKS M/150 GALLONS	\$125.00
SAND/SALT SPREADERS OVER 9 CY CAP. W/CHEMICAL SADDLE TANKS M/150 GALLONS WITH PLOW	\$138.00

CONDITIONS COVERING COMPENSATION

OWNERS MUST FURNISH A SWORN WEIGHT SLIP SHOWING THE TARE WEIGHT OF THE TRUCK WHICH SHALL BE THE WEIGHT OF THE TRUCK AND EMPTY BODY WITHOUT BALLAST.

SAFE LIGHTING ON ALL HIRED EQUIPMENT MUST CONFORM TO MASSACHUSETTS REQUIREMENTS.

GENERAL INFORMATION

- 1. DURING THE TERM OF THIS AGREEMENT, THE CONTRACTOR SHALL PROCURE AND MAINTAIN WORKERS COMPENSATION INSURANCE IN ACCORDANCE WITH THE WORKERS COMPENSATION ACT OF THE COMMONWEALTH OF MASSACHUSETTS. THIS INSURANCE POLICY SHALL ADEQUATELY PROTECT ALL LABOR EMPLOYED BY THE CONTRACTOR DURING THE TERM OF THIS AGREEMENT AND THE CONTRACTOR SHALL PROVIDE WRITTEN EVIDENCE TO THE DIRECTOR OF PUBLIC WORKS THAT SUCH INSURANCE IS IN FACT IN FORCE ON THE ATTACHED FORM.**
- 2. CONTRACTORS MUST FILE WITH THE DEPARTMENT A CERTIFICATE OF INSURANCE BEFORE EQUIPMENT CAN BE USED. COVERAGE FOR INSURANCE MUST MEET THE FOLLOWING LIMITS.**

PROPERTY DAMAGE: MINIMUM.....\$50,000.00
BODILY INJURY: MINIMUM.....\$100,000.00/\$300,000.00

- 3. THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE TOWN OF DRACUT FROM ALL LIENS, DEMANDS OR PERMIT FEES IN ANY WAY ASSOCIATED WITH THIS PROJECT. THE SPECIFIED SERVICES SHALL BE FURNISHED FREE AND UNENCUMBERED OF ANY CHARGE AGAINST THEM.**
- 4. THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE TOWN OF DRACUT FROM ALL CLAIMS, SUITS, AND ACTIONS FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGE, OCCASIONED BY HIS ACT OF NEGLIGENCE, OR BY THE ACT OF NEGLIGENCE OF ANY OF HIS EMPLOYEES, AND AT HIS OWN COST AND EXPENSE SHALL DEFEND ANY AND ALL SUCH SUITS AND ACTIONS.**
- 5. WHERE THE CONTRACTOR FAILS TO PROVIDE THE SERVICES AS REQUIRED, THE TOWN OF DRACUT RESERVES THE RIGHT TO TERMINATE THE CONTRACT.**
- 6. NO SUBLETTING OF THE CONTRACT, NOR ASSIGNMENT OF MONIES DUE, OR TO BECOME DUE WILL BE ALLOWED WITHOUT CONSENT OF THE TOWN.**
- 7. THE CONTRACTOR MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS PERTAINING TO THE CONTRACT.**
- 8. THE TOWN OF DRACUT WILL MAKE EVALUATIONS BASED ON THE AGE AND CONDITION OF EQUIPMENT, AND OVERALL RELIABILITY AS A SNOW FIGHTING VEHICLE, AS NEEDED BY THE DEPARTMENT.**
- 9. THE QUOTED RATE FOR EACH PIECE OF EQUIPMENT IS ON A PER HOUR BASIS AND WILL APPLY DURING DAY, NIGHT, WEEKEND AND HOLIDAY WORK. (FOUR (4) HOUR MIN. WILL BE PAID FOR ALL CALL-INS. IN THE CASE OF CONTRACTOR WORKING LESS THAN FOUR (4) HOURS BY HIS/HER CHOICE OR BREAKDOWN THEY WILL BE PAID FOR ACTUAL TIME WORKED.**
- 10. CONTRACTOR AND TOWN AGREE THAT THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR, AND UNDER NO CIRCUMSTANCES IS THE CONTRACTOR OR EMPLOYEES THEREOF EVER TO BE CONSIDERED EMPLOYEES OF THE TOWN.**

REMINDER:

ALL VEHICLES CONTRACTED IN SERVICE TO THE TOWN ARE REQUIRED TO SHOW PROOF OF REGISTRATION AND WEIGHT CLASSIFICATION ALONG WITH ADEQUATE DOCUMENTATION DISPLAYING INSURANCE OF EACH VEHICLE THAT IS CONTRACTED THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

**THE TOWN SHALL PAY TO THE CONTRACTOR THE SUM OF _____ PER HOUR
UPON SATISFACTORY COMPLETION OF WORK WITH AN UPSET LIMIT OF**

**\$ _____ (\$ _____)
(WRITTEN)**

**THE CONTRACTOR AGREES TO COMMENCE ITS OBLIGATION WHENEVER
CALLED UPON BY THE DEPARTMENT OF PUBLIC WORKS DIRECTOR.**

**THIS AGREEMENT IS MADE SUBJECT TO ALL APPLICABLE LAWS OF THE
COMMONWEALTH OF MASSACHUSETTS, AND IF ANY PROVISIONS OF THE
AGREEMENT DOES NOT CONFORM TO SAID LAWS, SUCH PROVISIONS OF THE
AGREEMENT SHALL BE VOID AND THE APPLICABLE PROVISIONS OF THE
GENERAL LAWS SHALL BE OPERATIVE.**

**NOTE: CONTRACTORS MUST MAKE THEIR OWN PROVISION FOR GASOLINE
AND DIESEL FUEL**

IN WITNESS WHEREOF, THE TOWN AND THE CONTRACTOR BY THEIR
AUTHORIZED OFFICERS HAVE EXECUTED THIS AGREEMENT THIS
_____ DAY OF _____, 2022/23.

**CERTIFICATION
UNLAWFUL EMPLOYMENT OF ALIENS**

The applicant agrees to abide by all Federal and State Employment laws, including but not limited to, U.S. Code: Title 8 Subsection 1324(a) - Unlawful employment of aliens. He/she/it acknowledges that the failure to comply with the law will or could result in revocation, suspension or non-renewal of the license/permit or the payment of a surcharge on the license/permit.

BY: _____
(CONTRACTORS SIGNATURE)

BUSINESS ADDRESS _____

RESIDENCE ADDRESS _____

EDWARD G. PATENAUDE
PUBLIC WORKS DIRECTOR

ANN M. VANDAL
TOWN MANAGER

NOTE: ALL VEHICLES MUST HAVE COMMERCIAL PLATES

NOTE: CONTRACTORS PLEASE SIGN THIS PAGE