

## **AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and \_\_\_\_\_, with an address of \_\_\_\_\_, hereinafter referred to as "Contractor", effective as of the twelfth day of December, 2018. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with **SNOW REMOVAL SERVICES**, including the scope of services set forth in the **SNOW REMOVAL CONTRACTOR AGREEMENT**.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing December 2018 through April 2019.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the hourly rates outlined in Appendix A.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

### **ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

N/A

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

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.

**ARTICLE 12: INSURANCE:**

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, and personal liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect auto insurance policies in the amounts here indicated.

- 1) Bodily injury: Minimum \$250,000 per person and \$500,000 each occurrence
- 2) Property damage: Minimum \$250,000 for each occurrence

- 3) Town of Harwich additional named as “Additional Insured for snow plowing operations”

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for snow plow operations and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, \_\_\_\_\_, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR  
By

TOWN OF HARWICH  
by its Board of Selectmen Over \$25,000

\_\_\_\_\_  
Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Under \$25,000

\_\_\_\_\_  
Finance Director      (\$\_\_\_\_\_ )  
Contract Sum

\_\_\_\_\_  
Town Administrator



# TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

## **Town of Harwich Snow Removal Contractor Agreement 2018 - 2019 Winter Season**

The Town of Harwich intends to contract for snow plowing on an hourly basis as established on the “**Snow Removal Rates 2018-2019**” sheet, included in this packet as "**Appendix A.**" The winter season for the purposes of this agreement is **December 8, 2018 through April 1, 2019.**

### **Mandatory Inspection**

All equipment engaged in plowing must be inspected by the Town. The Harwich DPW will be conducting mandatory inspections of all Contractors' snowplow trucks on **Saturday, December 8, 2018. The inspection period is 8:00am to 12:00pm** at the DPW Garage located at 273 Queen Anne Road. All Contractors are required to report with their vehicles, plow and frames mounted.

Heavy equipment can be scheduled for inspection by calling (508) 430-7555. All heavy equipment must be inspected by **December 8, 2018.**

Contractors whose vehicles or equipment have failed inspection must have the issues repaired or corrected within 7 days of the inspection. Once the repairs have been made, Contractor should call 508-430-7555 to schedule a reinspection.

### **Mandatory Documents**

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

- Certificate of Insurance as specified
- Copy of valid vehicle registration
- Snow Removal Contractor Agreement
- W-9
- Plow Application

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

## **Insurance Requirements**

Contractors must supply and maintain current a certificate of insurance naming the Town of Harwich 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).

- Bodily injury: Minimum \$250,000 per person and \$500,000 each occurrence
- Property damage: Minimum \$250,000 for each occurrence
- Town of Harwich additional named as “Additional Insured for snow plowing operations.”
- Workers Compensation coverage for all employees in accordance with Massachusetts General Laws

## **DPW Obligations to Contractor**

- A. The DPW will assign routes to contractors. The DPW will try to leave contractors on their assigned routes for the entire season. However, the DPW reserves the right to reassign routes/contractors for reasons that include, but are not limited to the following:
- a. The operational needs of the Town
  - b. DPW is unable to reach the contractor in a timely fashion, regardless of the reason
  - c. The contractor's equipment is not available or becomes disabled during the operation
  - d. DPW determines that the contractor's equipment is required on a route of higher priority
  - e. DPW determines that the contractor is not making adequate progress during the operation
  - f. DPW determines that contractor has left his/her route without notifying DPW
  - g. DPW determines additional equipment is required to maintain the route
  - h. DPW determines that the contractor's operator needs to stop & rest
  - i. DPW determines that the storm is minimal and can be handled by Town employees

DPW opinion is final, conclusive, and binding in these matters.

- B. The DPW will provide route descriptions to allow for orderly completion of snow removal.
- C. The DPW will assign inspectors to assist contractors and to ensure the timely and satisfactory completion of the routes. The DPW inspectors are the final arbiters regarding if the work is of adequate quality and has been properly completed.
- D. The DPW will be the official timekeeper for all snow removal activities. Payment will be processed on the next available warrant and is not guaranteed for the week that plowing takes place.

## **Contractor's Obligation to the Town**

- A. Contractor's equipment and operators must be available 24 hours per day, seven days per week, including holidays, during the Winter Season as defined on page 1 of this contract.
- B. Contractor agrees to accept the hourly rates established by the DPW and included as **"Appendix A"** of this contract.
- C. Contractors will be provided with route descriptions. Operators should familiarize themselves with their routes and note any special instructions listed to help avoid potential hazards and missing streets.
- D. The Contractor must notify the DPW when unable to plow for any reason. Failure to do so may result in the loss of their plow route.

- E. The Contractor, when called for service, shall be responsible to assign and contact their equipment operators to report for service.
- F. Contractor's equipment must arrive for each event in a timely fashion, plows mounted, with a full tank of fuel, and in good working order.
- G. Contractor agrees that private snow removal work will not be performed while on the clock for the Town.
- H. Contractor's operators must have a valid license to operate, without restriction, the vehicle/equipment they are operating during a snow and ice event.
- I. Contractor's operators must have a cell phone at all times during an event to be able to communicate with the DPW. Any changes in phone numbers must be provided to dispatch prior to beginning assignment.
- J. Contractor's operators will obey all traffic regulations, laws, rules of the road, and requirements of this policy at all times during a snow event.
- K. The use of alcohol and/or controlled substances by Contractor/operators during snowplow operations is strictly forbidden. Any contractor/operator suspected of such use will be relieved of duty immediately, and may result in termination of this contract with the Town.
- L. Contractor shall immediately notify the DPW of any vehicle/equipment breakdowns.
- M. Contractor shall immediately notify the DPW of any damage that he/she caused to public or private property during a snowplowing event.
- N. Contractor's Operators shall extend proper courtesy to all citizens and refer them to the DPW Office when demands are unreasonable.
- O. The Contractor and its operators are not employees of the Town of Harwich while performing services under this agreement, but are acting as independent contractors or as an employee of the Contractor.

### **Termination by the Town**

The Town will have the right to terminate this Agreement for any of, but not limited to, the following circumstances:

The CONTRACTOR has:

- a. Failed to fulfill his/her obligations under this Agreement in a timely and proper manner
- b. Violated any of the provisions of this Agreement

### **Payment**

- A. The Town agrees to pay the Contractor in accordance with the hourly rates established by the DPW and included as "**Appendix A**" of this contract.
- B. Contractors will be guaranteed a minimum of 4 hours of compensation for a snow plowing event.
- C. Contractors who respond within 45 minutes of being called will be paid from the time of the call.
- D. Payment will be processed on the next available warrant if possible, or within 30 days.

**Statement of Understanding**

I certify that I have read, fully understand, and hereby agree to fully comply with the "**Town of Harwich Snow Removal Contractor Agreement 2018-2019 Winter Season**" during the performance of my assigned duties during various times from **November 15, 2018** through **April 1, 2019**, for the considerations shown on the "**Town of Harwich Snow Removal Hourly Rates 2018-2019**" sheet included as "Attachment A" of this contract.

By signing this contract, I also agree to indemnify, defend, and hold harmless the Town of Harwich and all of its officers, agents, and employees against any and all suits, claims, or liabilities of every name and nature, for or on account of any injuries to persons or damages to property arising out of or in consequence of these acts or omissions of the CONTRACTOR in the performance of the work covered by the contract.

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

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

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

Authorized DPW Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX A**

**TOWN OF HARWICH**  
**SNOW REMOVAL HOURLY RATES 2018-2019**

**PLOWS**

<b><u>CATEGORY</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>RATE</u></b>
A	PICKUP W/ 8' PLOW	PU	\$ 78.00
B	1 TON W/ 8' PLOW	1TN8	\$ 80.00
C	1 TON W/ 9' PLOW	1TN9	\$ 90.00
D	F600/F800= 10' PLOW	6W10	\$ 97.00
E	F800= 11' PLOW	6W11	\$ 111.00
F	TEN WHEELER	10W	\$ 122.00

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**LOADERS**

<b><u>CATEGORY</u></b>			<b><u>RATE</u></b>
I	BOBCAT/UNILOADER	UNI	\$ 86.00
J	LOADER 1.5 YD	L1.5	\$ 110.00
K	LOADER 2.5 YD	L2.5	\$ 130.00
L	LOADER 3 YD	L3	\$ 140.00
M	LOADER 4 YD	L4	\$ 145.00
N	LOADER 5 YD	L5	\$ 150.00
O	LOADER 6 YD	L6	\$ 190.00