



TOWN OF ANDOVER

Department of Public Works
5 Campanelli Drive
Andover, MA 01810
(978) 623-8700
www.andoverma.gov

October 12, 2022

Dear Snowplow Contractor,

Attached you will find the 2022-2023 hired snowplow contractor's packet. We have once again raised our hourly rates and will continue to offer the 10% attendance bonus. In addition, we will be offering a sign on bonus of \$300/vehicle, payable at the end of the snow season if there is full participation for every storm. We have also reinstated the fuel index which will apply to all vehicles hired during each storm, regardless of the fuel used. More information can be found in the information packet.

During the past year, we have installed GPS equipment in all our Town vehicles and snow equipment. This has been particularly useful especially during snowstorms to identify when streets were or will be plowed and treated. GPS can provide motorists with an accurate location data in the event of a breakdown or vehicle accident.

Although GPS is not required for the 2022-2023 snow season, it will be mandatory next year. If you are interested in using GPS this year, please let us know and we can provide you with the necessary equipment.

If you have any questions, please call 978-623-8715 or email dpw-highway@andoverma.gov

Please return all necessary paperwork by 11/15/2022.

Best Regards,

Christopher Cronin
Director of Public Works



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2022 – 2023 ~ HIRED CONTRACTORS SNOW AND ICE REMOVAL & SNOW HAULING OPERATIONS

All contractors interested in plowing for the Town this winter please read the attached information, complete the required forms, and return with copies of current registrations for all vehicles to be used.

Equipment Rates

The following are the established rates for 2022 - 2023. These rates will be tied to a **“fuel index”** based on the cost of diesel fuel at Haffner’s on South Broadway in Lawrence. The fuel index will apply to **all** vehicles hired during the storm, regardless of the fuel used.

Fuel cost:	adjustment:
\$0-\$4.00/gal	\$0.00
\$4.00-\$5.00/gal	\$5.00/hr.
\$5.00-\$6.00/gal	\$9.00/hr.
\$6.00-\$7.00/gal	\$13.00/hr.
\$7.00-\$8.00/gal	\$17.00/hr.

EQUIPMENT TYPE	HOURLY RATE
PICK-UP TRUCK – MINIMUM 8,600 GVW W/4WD – 8-FT PLOW	\$110.00
6-WHEEL DUMP TRUCK – UP TO 8,600 GVW TO 16,000 GVW W/4WD – 9-FT PLOW	\$125.00
6-WHEEL DUMP TRUCK – UP TO 16,001 GVW TO 24,999 GVW W/4WD – 10-FT PLOW	\$135.00
6-WHEEL DUMP TRUCK – 25,000 GVW AND OVER – 11-FT PLOW	\$170.00
10-WHEEL DUMP TRUCK – 46,0000 GVW AND OVER – 11-FT PLOW	\$180.00
BACKHOE W/4WD	\$155.00
BACKHOE W/4WD W/PLOW	\$175.00
FRONT END LOADER W/4WD – 2 CY OR LESS	\$180.00
FRONT END LOADER W/4WD – OVER 2 CY	\$190.00
SKID STEER W/ SNOW BLOWER ATTACHMENT	\$125.00
SPREADER – 8 CY OR LESS	\$150.00
SPREADER – OVER 8 CY	\$190.00
LIQUID DEICER TANKER – MIN 1,000 GALS	\$170.00

Sign on Bonus and Attendance Bonus

There will be a Sign on Bonus of \$300/vehicle, payable at the end of the season. In addition, contractors that meet specific guidelines for attendance will be paid a 10% Attendance Bonus at the end of the season. Percentage will be based on the total compensation for actual hours worked paid out to the Contractor during the 2022-2023 snow and ice season. The Contractor must meet the following criteria to qualify for the Sign on and Attendance Bonuses:

- **Contractor must have all required paperwork submitted, accepted and up to date with the Town no later than November 15, 2022.**
- **Contractor must be in compliance with all rules and regulations for snow and ice removal and snow hauling operations. If at any time during the course of the season, the Contractor is found to be in violation of any of these rules and regulations, Contractor will be disqualified for the Attendance Bonus.**
- **Contractor must not have any outstanding damage claims due to the performance of snow and ice removal operations for the 2022-2023 snow and ice season.**
- **Contractor must be available for every event and have all pieces of equipment registered to plow with the Town of Andover available for every event.**
- **In the event that a piece of equipment breaks down and must be removed from operations, the removal of this piece of equipment will not count against the Contractor as being “available” for that particular storm event. However, this piece of equipment must be available for snow and ice removal operations for the next storm event in order to qualify for the Sign on and Attendance Bonuses.**
- **Sign on and Attendance Bonus shall be calculated at the end of the snow and ice season and shall be paid out no later than May 1st following the end of the season.**

Rules and Regulations for Snow and Ice Removal and Snow Hauling Operations

The Town of Andover (hereinafter “Town”), through its Highway Department, has established these Rules and Regulations for the providing of snow & ice removal and hauling services by independent contractors (hereinafter “Contractor”).

1. The Contractor will provide snow plowing services under the direction of the Town.

2. The Contractor will provide a registered vehicle with commercial or snow removal plates, fuel, a licensed operator, and snow plowing equipment. The Contractor shall equip his vehicle with Emergency Equipment as specified by the Commonwealth of Massachusetts and the vehicle must have working safety lighting in conformity with Massachusetts Highway Department regulations. For Commercial Plate requirement, go to <https://www.mass.gov/files/documents/2018/03/14/540cmr2.pdf>, 2.05, 3 (Definitions), Commercial Plates Required, (g) A vehicle used for hire to plow. Vehicles with passenger plates are not allowed to plow for the Town of Andover.

Safe Lighting

All equipment must be equipped with adequate warning and flashing lights to ensure 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.

Insurance Requirements

The Contractor must provide the following in regard to insurance:

- Certificate of Insurance for each vehicle to be used in snow/ice operations from your vehicle insurance policy with a minimum coverage of \$300,000 bodily injury and Property Damage per accident (please be sure to list "Town of Andover" as additional insured)
- Workman's Compensation Insurance – except for owner operators

Call Out Time – Depth of Snow – Approximately Two - Three (2-3) Inches

In most storms, the Town will begin to plow when the snow is still falling and is approaching or has reached a depth of approximately two-three (2-3) inches. This depth is not to be construed as a specific starting time to plow snow; it is only a reference, not a standard that will be used by the Town in calling out the Contractors during the winter months. There may be storms that will reach 3" but based on the forecast and temperature of the road, the Highway Superintendent **may not** call out the Contractors. Contractors shall only report for plowing and/or hauling after being contacted by the Highway Superintendent or Foreman. If the Contractor, for any reason, questions whether or not he has been called during any storm, it shall be his responsibility to call the Highway Office to confirm whether he is or is not to plow. It is to be clearly understood by all that this is the dual responsibility of the Contractor and the Town working together.

Substitutions of Vehicles

Any contractor substituting a vehicle pre-registered with the Town is to notify the Highway Superintendent or Foreman prior to reporting to their Snow Route. This is to ensure that the Road Rangers are aware of what vehicles are expected on the Routes. Registration(s) for substitute vehicles are required for payment and may be submitted with invoice.

Scope of Work

The work shall consist of the furnishing of equipment as may be ordered by the Highway Superintendent or Foreman. The work shall be conducted in accordance with the Town of Andover Highway Department needs and schedule. Questions, please contact at 978-623-8802.

- **HIRED PLOWS** - At no time will hired contractors be allowed to plow private work while being paid for work by the town.
- **CUL-DE-SACS/CIRCLES** - Wherever possible, contractors responsible for the snow removal in paved cul-de-sacs, shall plow as follows: large circles (with a radius in excess of 40') may have snow piled in the middle; middle sized (with a radius between 30' & 40') will just **not be** plowed in the middle; smaller (with a radius of less than 30') need to be completely plowed.

Protection

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. 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 Andover Highway Department for any known accident or property damage which occurs during the providing of snow plowing services. Said written report shall be submitted within forty-eight 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.

Communications & Storm Center

The Town of Andover Storm Center will be located at the Municipal Services Facility, 5 Campanelli Drive, Andover, MA. The following telephone number is available to receive calls at the Highway Department Office between the hours of 7:00am - 3:30pm: **(978) 623-8802** Monday thru Friday, and **during a snow event please contact (978) 623-8803**. If you have any problem whatsoever during a storm, make an effort to first contact

the Highway Office, Superintendent or Foreman. If you cannot reach anyone, contact the Police Department dispatcher at **978-623-3500**, who will notify the Highway Superintendent.

EMERGENCY ONLY

Andover Police Department

911 (emergency only)

Vehicles Interfering with Operations

If you encounter vehicles parked on the street that hinder your snow removal operation, **PLEASE NOTIFY THE HIGHWAY SUPERINTENDENT AS SOON AS POSSIBLE**. The Town of Andover Police Department will make every effort to remove the obstruction.

Minimum Payment - Four (4) Hours

The Town of Andover agrees to guarantee a minimum time payment of four (4) hours, consisting of four (4) hours plowing and/or hauling time, per call, when called for either operation. No compensatory time is taken for the attachment or detachment of plowing equipment, breakdowns or meals. When the work period exceeds the minimum four (4) hours plowing the truck shall be paid for the actual number of hours worked, the time to be computed to the nearest one-half hour.

Mandatory – All Contractors – Plowing or Hauling

The contractors must agree to the following:

- All equipment must be in good working condition.
- All streets shall be cleaned for their full paved width and all intersections shall be cleaned and pushed back each and every storm, regardless of snow depth.
- No plow shall wander from its assigned route unless specifically ordered to do so by the Superintendent or Foreman.
- Include a reliable emergency telephone number in their contract where 24-hour contact can be made. **All vehicles must report within one hour of notification.**
- When directed, vehicles will travel to and from their routes with blades down and working and then upon their arrival only plow on their assigned route, unless instructed otherwise.
- Drivers must notify the Highway Superintendent or Foreman when leaving and returning to their vehicles for meals or relief.
- Instruct operating personnel, if at all possible, to curtail “breaks” until all roadways are at least opened.
- Report all damages to private property immediately to the Highway Superintendent or Foreman.
- Extend proper courtesy to all citizens and refer them to the Highway Office when demands are unreasonable.
- Drivers familiarize themselves with special instructions to avoid missing streets, inadvertently piling snow in front of garages and exits and widening of comers which require special attention.

Inspection of Work – ROAD RANGERS

The Highway Superintendent, Foreman or Road Rangers shall inspect the work and give directions pertaining to the work or pertaining to the safety and convenience of the public. The contractor shall notify the Highway Superintendent or Foreman of the time of starting work, interruptions and delays. If the work done or any part thereof is not acceptable, the Highway Superintendent shall notify the Contractor in order that it may be resolved as soon as possible.

Subletting or Assignment of Contract

The Contractor shall keep the work under his personal control and shall not assign by power of attorney or otherwise or sublet the work or any part thereof.

Responsibility for Damage Claims

The contractor shall indemnify and save harmless the Town of Andover and all its officers, agents and employees against 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.

Health and Sobriety Requirement

- All contractors shall hereby agree, as a condition precedent to engaging in snowplowing services for the Town of Andover (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").
- The Highway Superintendent and Foreman have the right to have the Town of Andover Police Department perform a field sobriety test on any driver, which in the opinion of the Superintendent or Foreman feels there is some question concerning the driver's health or sobriety. In the event a driver fails the sobriety test and therefore is not allowed to operate the equipment he will not receive compensation from the Town and the contractor shall supply a new driver at no additional cost to the Town to satisfy his contract requirements. Contractor 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.

Indemnification

The Contractor shall indemnify, defend and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, it's or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of this indemnification.

Forum & Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

Payment

The Contractor must submit bills that include hourly rate, hours, dates and company name, address and phone numbers for snow removal operations payment so as to meet with the Highway Department's and the Town Accountant's approval for final payment. Pursuant to M.G.L. Ch. 29, Section 29C, Invoices will be paid

within 45 days provided all information submitted on the invoice is correct. All hours of work shall be verified with the foreman or Superintendent prior to payment. The hourly rates will apply for all equipment with no premium for nights, Saturdays, Sundays or holidays.

Invoices may be e-mailed if using an accounting software application such as Quicken or QuickBooks providing that the following information is included on the invoice: Vehicle registration number, hours worked including start and stop times, Route #, School location (if applicable), Plow blade size, and any Hauling or Snow Dump operations provided. E-mailed invoices not meeting these requirements are subject to not being paid.

Familiarization with Contract Documents

Failure of the contractor to familiarize himself completely with all the enclosed documents and their contents shall in no way release the Contractor from any obligation with respect to the Contract.

Cause for Cancellation of Contract

- Use of unauthorized drugs and/or alcohol during performance of job.
- Use of prescription drugs that may impair the judgment of the driver.
- Exhibit questionable behavior during performance of job.
- Not possessing a valid driver's license.
- Demonstrated unacceptable performance of work assignment.
- Contractor considered being unreliable due to timeliness of response to work assignment after being notified by Highway Department.
- Equipment not in good working order.
- Extended coffee breaks and/or lunches.

REQUIREMENTS FOR HIRE FORM

Please return all paperwork as indicated below along with required signature.

Registered owners agree to provide fuel, operator and vehicle. Contractors are also required to carry emergency equipment as specified by The Commonwealth of Massachusetts.

The Town of Andover presumes you will adhere to all applicable Department of Transportation regulations with respect to drug and alcohol testing for CDL license holders.

Required paperwork checklist: (Please review checklist below to make sure all paperwork is included)

- Review and update enclosed **Snow Plowing Hired Vehicle Information** form
- **OUT OF STATE** registered equipment must have apportioned plates
- Complete and sign below for agreement of **Hired Contractors Snow and Ice Removal & Snow Hauling Operations**
- Certificate of insurance for each vehicle to be used in snow/ice operations from your vehicle insurance policy with a minimum coverage of \$300,000 Bodily Injury and Property Damage per accident listing "Town of Andover" as additional insured as in accordance with the above stated insurance requirements.
- The Town of Andover highly suggests that any vehicle providing services related to Snow/Ice Operations have additional coverage for snow plowing operations.
- Workman's Compensation Insurance documentation – except for owner operators
- A copy of the **CURRENT COMMERCIAL** registration is required for each vehicle.
- (Dealer, Repair, Passenger Plates etc. **NOT ALLOWED** for on-street plowing)
- **W9 form** – We are required to update W-9's each year for all contractors. We have included a copy for your convenience, and you may also download the form from the State's website, www.mass.gov
- **Administrative Provisions as Related to State Taxation** certification form

Please sign below and return this page no later than November 15, 2022.

I am aware and understand the Town of Andover's Policy as it relates to:

Hired Contractors Snow and Ice Removal & Snow Hauling Operations

NAME OF BUSINESS /INDIVIDUAL _____

SIGNATURE: _____ DATE: _____

ADMINISTRATIVE PROVISIONS AS RELATED TO STATE TAXATION

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE TOWN OF ANDOVER 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.

Social Security Number

Signature of Individual

or

Corporate Name

By: _____
Corporate officer (if applicable)

TOWN OF ANDOVER ~ DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

SnowPlowing - Hired Vehicle Information

Please complete the information below as requested and return along with
a copy of the **VALID REGISTRATION for EACH VEHICLE LISTED**

VENDOR INFORMATION	COMPANY	SS/FEDERAL ID#
	ADDRESS	FAX NUMBER
	CITY, STATE, ZIP	E-MAIL

PAYABLE INFO IF DIFFERENT	COMPANY	
	ADDRESS	
	CITY, STATE, ZIP	

MAKE CHECKS PAYABLE TO: _____

CONTACT INFORMATION	Name	Primary Phone #	Cell Phone	Other

VEHICLE INFORMATION		Type of Vehicle	Year	Make & Model	Registration # and State	Bucket Size (loader)
	VEHICLE #1					
	VEHICLE #2					
	VEHICLE #3					
	VEHICLE #4					

DRIVERS	NAME	PHONE#