

CONTRACT FOR SERVICES
FY'19 PLOW SEASON

This Contract is made and entered into this _____ day of _____, 2018 by and between the TOWN OF TEMPLETON, MASSACHUSETTS, a municipal corporation, acting by and through its BOARD OF SELECTMEN (the "Board") and such authorized agent(s) and employees as the Board shall designate to act on its behalf (all collectively known as the "Town") and _____ (the "Contractor").
(Print Name)

WHEREAS the Town desires to continue to engage the services of a Contractor to perform the services set forth herein; and

WHEREAS the Contractor is willing to undertake and perform the services prescribed herein.

NOW THEREFORE, in consideration of the mutual Contract as to services to be performed by, and responsibilities incumbent upon, the Contractor and remuneration to be provided by the Town to the Contractor, the parties hereby agree as follows:

1.) Term

The services provided by the Contractor shall commence on the date first set forth above and shall end on June 30, 2019, unless this Contract is extended or terminated as set forth herein.

2.) Scope of Work & Compensation

The Contractor shall perform the services contained in Exhibit A attached hereto, and be compensated at the prices set forth in Exhibit B.

Payments will be made within fourteen (14) days of the submission of a bill showing conformance with all work requirements.

3.) Hours of Service

The Contractor shall mobilize its plowing equipment and report to the mustering point at 381 Baldwinville Road, Templeton, within two (2) hours of being notified to do so. Said equipment shall remain in continuous operation, suitable to the working conditions, with due diligence until the Town notifies the Contractor to cease operations.

4.) Insurance

Prior to commencing work, and throughout the term of this contract, the Contractor shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage naming the Town, its officers, employees and assigns, as Certificate Holder and additionally Named Insured, for the following types and levels of coverage:

-Workers Compensation	Statutory
-Automobile and Equipment	\$1 Million/\$1 Million
-Property Damage	\$1 Million/\$2 Million
-General Liability	\$1 Million/\$2 Million

The Town shall be notified at least thirty (30) days before any such policy is to be cancelled.

If a sub-Contractor is used for any portion of the work, the Contractor will provide to the Town a similar certificate, in similar amounts and under similar conditions, from the sub-Contractor.

Should the Contractor fail to maintain such Workers' Compensation insurance, and should the Town be found liable to principals, officers, employees and agents of the Contractor, the Town may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed under the provisions of Workers' Compensation.

5) Indemnification & Litigation

The Contractor agrees to indemnify, pay on behalf of, defend and hold harmless the Town and its officers, agents and employees of Templeton from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of the Contractor under this contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town of Templeton. The Town agrees that the Contractor will not be responsible for any suit, action or claim of loss or expenses because of bodily injury, including death caused the Town and its agents and employees.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought here on, and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

Contractor and Town agree that any physical damage to the Contractor's vehicles, property and equipment shall be the exclusive financial responsibility of the Contractor, and Contractor,

8.) Parties Bound

This Contract shall be binding upon the successors, heirs and assigns of the parties hereto.

9.) Amendments

This Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

10.) Entire Contract

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid. If any provision, or portion thereof, of this Contract is held invalid or unenforceable that Contract provision shall be deemed severable and the remainder of the Contract shall not be affected and shall remain in full force and effect.

11.) Massachusetts Law

This Contract is entered into under laws of the state of Massachusetts and shall be construed and interpreted in accordance with the laws of said state.

IN WITNESS WHEREOF the Town of Templeton has caused the Contract to be executed in its corporate name by its Chairman of its Board of Selectmen, duly authorized, and the Contractor have set their hand and seal, as of the day and year first written above.

CONTRACTOR

TOWN

John Caplis, Chairman
Board of Selectmen

As an agent for the Town of Templeton and not in their individual capacity.

EQUIPMENT CONTRACT

ATTACHMENT A

Listed below are the hourly rates for Contracted Services by type of equipment operated:

CLASS:	TYPE OF EQUIPMENT:	HOURLY RATE:
1	GVW 8,000-10,000 8 foot plow	\$65.00
2	GVW 11,000 – 20,000 9-10 foot plow	\$75.00*
3	GVW 21,000 – 30,000 9-10 foot plow	\$85.00*
4	GVW 31,000 – 40,000 9-10 foot plow	\$85.00*
5	Small Front-End Loader	\$95.00
6	Large Front-End Loader	\$115.00
7	*Truck w/Sander	\$110.00
8	Bobcat/Skid Steer	\$75.00

The above rates include a payment to the contractor for all costs incurred by the contractor including but not limited to; personnel mandatory or employer benefits (Medicare, social security, workers compensation and the like), equipment costs, fuel, repairs, profit and the like.

Notification: Notification will be made by the Department of Public Works. The Contractor shall mobilize its plowing equipment within two (2) hours of being notified to do so. Said equipment shall remain in continuous operation, suitable to the working conditions, with due diligence until the Town notifies the Contractor to cease operations.

Sign-in/Sign-out: Each piece of equipment shall be signed in and signed out at the Highway Garage unless other arrangements have been made with the DPW Director or designee in advance. The Contractor is responsible to keep accurate record of time and shall record start and end times on the provided timesheets. Time in starts at sign in. Time is finished when the DPW Director or designee determines that the route is completed to his satisfaction. The cut-off time for each day is to be recorded as 12:00 Midnight.

Snow Plowing/Sanding: After the driver has signed in, he/she will go immediately to their assigned route(s) and commence plowing in the following manner:

1. Open every street on the route with a pass in each direction.
2. After every street on the route is open, begin to push back the snow toward the edge of the road, widening each street in sequence.
3. At intersections, where possible, plowing should be to the right to minimize snow remaining in the intersections.
4. Clean the intersections of snow only after each street has been widened from edge to edge.
5. After the initial snow plowing operation has been completed, sanding of the roads shall commence as a last pass, unless otherwise directed by the Director or designee.

When the Contractor feels that the route has been properly cleared of snow and treated, they shall notify the Director or designee to make sure the route has been completed to his satisfaction.

Damage: Damage to mailboxes, fences, homeowner's property, cars, etc., must be reported immediately to the Department of Public Works, Town of Templeton, Massachusetts 978-939-8666.

Equipment Feasibility: The Town reserves the right to utilize only the equipment it deems necessary to complete a plowing operation. Equipment size and the route assigned will determine if a certain vehicle can be utilized by the Town.

Route Assignment: The Town will determine the routes of the contracted vehicles. The routes will be pre-assigned utilizing the type of vehicle(s) used by the Contractor in a plowing operation.

Fuel: Contractors are responsible for their own fuel. This service will not be available at the Highway Garage.

Vehicle Maintenance, Repair & Towing: Contractors are responsible for their own vehicle maintenance, repairs and towing. These services will not be provided by the Town. If a vehicle has to be taken off the route, the Contractor must notify the Director or designee immediately. Cutting edges for plows are to be provided by the Contractor. The Town will provide the Contractor a one-time allowance of up to \$400/vehicle for the maintenance or repair of plow equipment. A copy of invoices shall be submitted with the timesheets for payment of the allowance.

Snow Plows and Frames: The Town does not provide snow plows and frames for contracted vehicles. Snow plows and frames must be provided by the Contractor and in proper mechanical condition for each plowing operation.

Sand: The Contractor shall keep a running tally of sand loaded to their vehicles during each storm event, and the load tally shall be submitted with timesheets. Town sand shall only be used on assigned roads or loaded back into the Town's sand pile.

Communication: It is mandatory that the Contractor have communication at all times during the entire snow operation with every piece of his equipment that is being contracted by the Town. The type of communication equipment is at the Contractor's discretion and all associated costs are at the Contractor's expense.

Billing/Timesheets: Time shall be submitted on Town of Templeton Snow Plowing 2018-2019 Timesheets *only*; no other timesheets will be accepted. Timesheets shall be turned in to the Highway Garage no later than 12:00 Noon on Mondays for the previous weeks' time. The pay week is from Sunday (12:01 am) through Saturday (12:00 midnight) and a separate timesheet shall be submitted for each pay week. Payments will be made bi-weekly, and it is the Contractor's responsibility to get timesheets in on time otherwise, they will have to wait for the next billing cycle.

Fuel Surcharge: (For Plowing – Effective Date, November 1, 2018)*: The hourly rate paid for services under this contract includes fuel. It is assumed that fuel costs during the course of this contract will not exceed \$4.50 per gallon of gasoline* or \$5.00 per gallon of diesel fuel.* If the per gallon price for the given fuel exceeds this amount on the 1st day of any given month during which work is being performed under this contract, as published in the U.S. Department of Energy's chart of Weekly U.S. Retail Gasoline Prices (Regular Grade) or their chart of Weekly Retail On-Diesel Prices (both for the New England region), you are permitted to invoice us for a fuel surcharge for that one month for the amount of the difference times an hourly usage rate of 3.0 gallons per hour.

$$[(\$ \text{ Rate on 1}^{\text{st}} \text{ of Month}) - (\text{Assumed } \$ \text{ Rate})] * \text{ hours operated} * 3.0 = \text{That Month's } \$ \text{ Fuel Surcharge.}$$

You will be provided with worksheets upon which to submit your invoice. There will be a space to add this surcharge and the Town will do that for you once we have an invoice in hand.

**Administrative Note: Effective date and price per gallon must be filled in at the beginning of each contract term. Price per gallon is the market price the Highway agent anticipates to occur during the term of the contract for the referenced fuel plus a factor of 10% for market risk we expect the contractor assume.*