



**CONTRACT OPPORTUNITY**  
**SNOW PLOWING**  
**TOWN OF TEMPLETON, MA**

The Town of Templeton is accepting applications from qualified contractors to supply snow plowing equipment and operators for the FY '24 Fiscal Year. Equipment will range from vehicles of 8,000 to 50,000 GVW w/8' to 11' plows to large front-end loaders. A complete application package and a listing of equipment and hourly rates may be obtained on-line at [www.templetonma.gov](http://www.templetonma.gov) (click on Paid, Volunteer and Contract Opportunities) or the Office of the Public Works, 381 Baldwinville Rd., Templeton, MA 01468, 978-939-8666 or email Robert Szocik, DPW Director at [bszocik@templetonma.gov](mailto:bszocik@templetonma.gov)

Posted: Town Bulletin Boards

E-Mailed: Town Hall List

Web: [www.Templetonma.gov](http://www.Templetonma.gov)

E-mailed: Vendors List

**Application for Snow  
Plowing  
FY '24 Season**

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact  
Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTENTION:**

Mr. Adam Lamontagne,  
Town Administrator  
Select Board Office  
160 Patriots Road, Rm.6  
P.O. Box 620  
East Templeton, MA01438

Dear Mr. Lamontagne:

Having examined the sample contract available at [www.templetonma.gov](http://www.templetonma.gov) (Click on Paid, Volunteer and Contract Opportunities) I am hereby applying to provide various items of equipment to the Town at the rates and under the conditions stated in the contract. If I am notified my application is accepted, I will execute a contract for the work within 10 days and be prepared to commence the provision of services within 1 day of executing the contract. I have filled in the information on the various pieces of equipment I propose to provide on Exhibit A attached hereto and filled out Exhibit B.

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the sample contract bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this application, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine if I or they will apply and (4) that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterments or other municipal charges that I owe to the Town of Templeton or have payment agreement in place or have filed an appeal over the same.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Title

Signed this \_\_\_\_\_ day of \_\_\_\_\_

**Exhibit A**

Name of Applicant: \_\_\_\_\_

Fill in the equipment you propose to provide. For example: a piece of Class 1, a piece of Class 3, a loader of Class 9, and a spreader body of Class 11

Class of Equipment	Year	Make	Registration or OR#	V.I.N.	GVW
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Use Additional Sheets if Needed.

## **Exhibit B**

### **REFERENCES**

Performance References of at least five Private Firms, Municipalities or State Agencies for whom you have done similar work:

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

Address\_\_\_\_\_

City/Town.\_\_\_\_\_

Contact Person\_\_\_\_\_ Telephone\_\_\_\_\_

Annual Value of Contract\$ \_\_\_\_\_ Origination of Contract \_\_\_\_\_

Brief Description of Duties\_\_\_\_\_

\_\_\_\_\_

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

Address.\_\_\_\_\_ City/Town\_\_\_\_\_

Contact Person\_\_\_\_\_ Telephone\_\_\_\_\_

Annual Value of Contract \$ \_\_\_\_\_ Origination of Contract.\_\_\_\_\_

Brief Description of Duties\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Address\_\_\_\_\_

City/Town;\_\_\_\_\_ Telephone\_\_\_\_\_

Contact Person;\_\_\_\_\_

Annual Value of Contract \$ \_\_\_\_\_ Origination of Contract\_\_\_\_\_

Brief Description of Duties\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SAMPLE CONTRACT FOR SERVICES

### FY'24 PLOW SEASON

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023  
by and between the TOWN OF TEMPLETON, MASSACHUSETTS, a municipal corporation,  
acting by and through its TOWN ADMINISTRATOR (the "Administrator") and such authorized  
agent(s) and employees as the Board shall designate to act on its behalf (all collectively known  
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

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, 2024, 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 here to, and be compensated at  
the prices set forth in said Exhibit A

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 one (1) hour 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, Agreement, Permit or License, the Town property user shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage 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 of Templeton shall be named as certificate holder. The name and address in the 'certificate holder' box shall be listed as follows:

**Town of Templeton**  
**P.O. Box 620, 160 Patriots Road**  
**East Templeton, MA 01438**

The Town of Templeton and its' officers, employees and agents shall be named as an additional insured. The Town shall be notified no earlier than thirty (30) days before any such policy is cancelled, altered or materially changed. (Either via email to [hyoung@templetonma.gov](mailto:hyoung@templetonma.gov) or via first class mail at the address listed in b.).

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 based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town off 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 the Contractor, and Contractor

therefore, releases the Town from any such liability and waives all claims that the Town, its officials and employees are financially responsible for any property damage to Contractor's vehicles, property and equipment. Contractor shall also be financially responsible to and shall fully repair or replace any Town equipment or property that is damaged or destroyed as a result of the operations or use of Contractor, its officers, employees, subcontractors, agents or representatives.

This covenant shall survive the termination of this Contract.

#### **6.) Termination of the Contract**

This contract may be terminated by either party for a material breach of the contract by the other which shall include, but not be limited to, a failure to fulfill or comply with any of the requirements of this bid/contract such as failure to mobilize as directed, improper procedures, supplying substandard, improperly trained employees, not adhering to the work schedule, failure to complete the work in a timely manner, or in any way failing to carryout and/or perform the necessary duties as stated. The party seeking to terminate the contract must provide notice to the other party of their intent to terminate and must allow a reasonable period of time to cure the breach. In the event that a party breaches and cures the contract on three occasions, to the continuing detriment of the other, the party in breach may be given a final notice of intent to terminate and then terminate the contract without recourse by the other.

#### **7.) Notices**

All notices required or permitted under this Contract shall be in writing and considered properly served if they are delivered by hand or certified mail with return receipt requested to the Contractor or to the last known residence of the Contractor or to the Board of Selectmen's office in the case of the Town.

If to the  
Town:

Select Board  
P.O. Box 620-160 Patriots Road  
East Templeton, MA 01438

If to the Contractor:

Or such other address as shall from time to time be established in writing by one party to the other as its new address.

## **8.) Parties Bound**

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

## **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 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 Select Board, duly authorized, and the Contractor have set their hand and seal, as of the day and year first written above.

Contractor

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TOWN

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Adam Lamontagne,  
Town Administrator  
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 8,501 - 9,999 Minimum 8' plow	\$84.00
2	GVW 10,000- 10,999 Minimum 9' plow	\$90.00
3	GVW 11,000 - 16,000 Minimum 9' plow	\$95.00
4	GVW 16,001 - 25,000 Minimum 10' plow	\$100.00
5	GVW 25,801 - 33,000 Minimum 12' plow	\$110.00
6	GVW 33,001-50,000 Minimum 14' plow	\$125.00
7	GVW 50,001 or greater Minimum 14' plow	\$140.00
8	Small Loader 2.00- 3.99 CY	\$115.00
9	Large Loader 4.00- 5.99 CY	\$140.00
10	Truck w/Sander	\$30.00 (added to rate of truck)

The above rates include a payment to the contractor for all costs incurred by the contractor 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 one (1) hour 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 of designee in end times on the provided time sheets. Time in starts at sign in. Time finished is when the DPW Director of 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.

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 promptly to the Department of public Works, Town of Templeton, Massachusetts 978-939- 8666, or [bszocik@templetonma.gov](mailto:bszocik@templetonma.gov)

**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 preassigned utilizing the type of vehicle(s) used by the Contractor in a plowing operation.

**Fuel Surcharge:** (for Plowing- Effective Date, November 1, 2022): 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 \$425 per gallon of gasoline\* or \$525 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 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 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.

$$[(\$Rate\ on\ 1st\ of\ Month) - (Assumed\ \$\ Rate) * hours\ operated * 3.0] = That\ Month's\ \$Fuel\ Surcharge$$
  
\*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. 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. Contractors making a good faith effort to repair broken equipment during a snow event shall be compensated up to ( 1) hour to make repairs (repair time) if the equipment cannot be repaired during the (1) hour repair time the equipment will be removed from paid service and sent home for the remaining time of the event. If a contractor's vehicle/equipment has been left within the town owned roadway or parking lot the vehicle must be towed away and the contractor is responsible for all costs to have the vehicle towed, if necessary. No repairs shall be made along roadways in locations that impact traffic flow or determined to be unsafe by the DPW's Highway Department or the Templeton Police Department. The Contractor will be liable to clean up any and all fluids, debris, spills, etc. that result from any breakdowns or repair work. If a release or spill is a reportable condition to the DEP, the Contractor shall notify DEP and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Contractor's sole expense.

**Snowplows and Frames:** The Town does not provide snow plows, cutting edges or frames for contracted vehicles. These must be provided by the Contractor and in proper mechanical condition for each plowing operation.

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**Salt/Sand:** The Contractor shall keep a running tally of salt/sand loaded to their vehicles during each storm event, and the load tally shall be submitted with time-sheets. Town salt/sand shall only be used on assigned roads or loaded back into the Town's salt/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 2022-2023 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 week's 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.

**Licensed Drivers:** Contractor shall only use appropriately licensed drivers verification for which the Town may require when the drivers report to the mustering.

**Spreaders:** Shall be certified as calibrated to the Town's standards.