Town of Tyngsborough
Highway Department
89 Kendall Road, P.O. Box 403
Tyngsborough, MA 01879
Phone 978-649-2310 Fax 978-649-2312

2015 / 2016 Contractor Snow Plowing Service Agreement
Effective 11/1/2015 – 5/1/2016

Name of contractor and/or firm:_____

Address:_____

_____

Phone:_____ Cell:_____

Social Security #:_____ Taxpayer ID #:_____

Owner of Vehicle:_____

Type of Equipment:_____

Year:_____ Make:_____ Model:_____ Color:_____

Diesel:_____ Gasoline:_____

Reg. #:_____ Reg. Weight:_____ GVW Rating:_____

Length of Plow:_____ Size of Bucket:_____

Please Note: If you have more than one (1) piece of equipment that you wish to contract to the town for use in this years' snow plowing service agreement, you must fill out a separate application for each individual piece of equipment contracted. Any differences in the equipment contracted by the agreement and the equipment actually used will be cause to terminate and remove the applicant from the snowplowing list.

I hereby certify under penalties of perjury that the above answers are true and that I have a minimum of $100,000.00 Property Damage Insurance and $250,000.00/$500,000.00 Bodily Injury Insurance (per person/per accident). <u>I have attached a Certificate of Insurance listing the Town of Tyngsborough as certificate holder and as an additional insured on the certificate, for the above listed vehicle and have included a copy of current vehicle registration.</u>

_____ Date:_____
(Signature of Applicant/Owner)

Town of Tyngsborough
Highway Department
89 Kendall Road, P.O. Box 403
Tyngsborough, MA 01879
Phone 978-649-2310 Fax 978-649-2312

2015 / 2016 Contractor Snow Plowing Service Agreement
Effective 11/1/2015 – 5/1/2016

1. The Contractor agrees to commence its obligation whenever called upon by the Highway Department to perform snow plowing service throughout the 2015/2016 snow season. Snow Plowing Service to continue until completion of route and/or completion of storm. Completion of service is determined by the Highway Department. The Contractor must report to the Highway Department prior to ending service to confirm completion.

2. The Contractor responsible for their own provision of Gasoline and Diesel Fuel. Equipment listed includes Operator, Fuel, Plow and all accessories. Safety lighting on all hired equipment must conform to state and local requirements, including but not limited to a flashing or rotating beacon. The flashing or rotating beacon must provide 360 degree coverage around the vehicle. All vehicles must have commercial plates.

2. 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. **The Contractor must provide copies of current driving licenses AND a current copy of each drivers driving history from the Registry of Motor Vehicles for all equipment operators including the Contractor.**

4. The Contractor 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.

5. The Contractor shall indemnify and save harmless the Town of Tyngsborough from all claims, suits and actions for or on account of any injuries or damage, occasioned by his or her act of neglect or by the act of neglect of any of his or her employees, and at the Contractors' own cost and expense shall defend any and all such suits and actions.

6. Where the Contractor fails to provide the service as required, the Town of Tyngsborough reserves the right to terminate the contract. No subletting of the contract or the assignment of monies due or to become due will be allowed without consent of the Town.

7. The quoted rate for each piece of equipment is on a per hour basis and will apply during day, night, weekend and holiday work regardless of hours.

8. By signing below, I agree to the above terms of the Agreement and I have received and agree to the Snow Plowing Rules of Conduct.

_____ Date:_____
(Signature of Applicant/Owner)