

A CONTRACT GUIDE for SNOW PLOWING AND SANDING

Pre-Bid Qualifications:

- The snow-removal contract should show evidence that the service has insurance against damage caused by snow removal (*See exhibit A – Sample Insurance Requirements*). A snowplow can easily damage driveways, sidewalks, curbs, landscaping, buildings, parked vehicles, fences, etc.
- Ask for and check references.
- Ask where the company does most of its plowing and how many customers it has. If most of its plowing is in the south end of town/county and you are in the north end you might have a problem.
- Ask how much, and what type, of equipment they have. Do they have back up equipment and operators? Do they have equipment that could remove large banks of snow? Where would they truck this material and at what cost? You need to require of all contractors that this snow, if removed from your property, be disposed of in accordance with all applicable local, state and federal laws.
- Does the snow removal contractor have all permits required by local, state or federal laws?

General Conditions:

- Require the contractor to provide a list of three contact people, in order of priority, and include the following:
 - Phone/cell numbers
 - Fax numbers
 - E-mail addresses
- Establish who the contractor is required to report to in the school district/SU.



- Require the contractor's operator to carry Incident Report forms, for completion by the operator, for any property damage they may cause (signs, shrubs, parked vehicles, curbs, etc.) or falls they might, or have, witnessed.
- Spell out the required insurance limits the contractor must supply the school district (performance bond, liability, workers compensation etc. - *See exhibit A – Sample Insurance Requirements*).
(The value of a performance bond is that it can make needed resources available in the fastest possible manner and if necessary even locate a replacement contractor and reasonably assure that the increased cost will be covered by the bonded contractor rather than the School District/SU)
- Require your contractor to provide you with the names of their drivers and their operator's license numbers.
- Establish a **Contract Termination Clause** –your escape hatch in the event things are not working out:
 - a) Failure to perform work in a timely professional manner.
 - b) If work is not being done to your specifications take photos.
 - c) If the contractor damages school property take (date/time stamped) photos
 - d) Contractor will be given one written notice of failure to comply with contract conditions and then a registered letter terminating the contract if conditions do not improve.

Terms of the Contract:

- The snow removal contract should spell out whether services are charged by utilizing a flat rate, or are variable and based on the size of a snowstorm.
- With fixed rate contracts, the school district benefits during a hard winter and suffers during a mild winter.
- Hourly contracts have the potential for being very expensive. If you choose an hourly contract, have the contractor supply at bid time, an hourly rate for each piece of equipment he would use on your site including its driver/operator's cost.
- If the snowplowing contractor has to dig you out twice for a big snowstorm, is there an additional bill?
- In addition to having your driveway and parking lots plowed, are there any additional costs to clear walkways and stairs?

- Who will supply salt, sand, and/or snow melt?
 - a) If contractor does, where will they store it and how much will they have on hand?
 - b) If the school will, you must have enough on hand to avoid cause slip and fall issues or possibly negate your contract requirements.
- Establish when payment for work will be made. For example: (invoice due on the first of every month with payment to be made within ten working days)
- Get an example of the total bill you might receive after a big snowstorm, so that you have something solid to base your bid comparisons on. If one snowplowing contractor's estimate is higher than another's, you just might find out that it's due to honesty. Perhaps the cost for salt and sand has been included in the bill, whereas, the "cheaper" service may have omitted this cost.

When are services expected to start/stop and what is expected:

- Establish how long the potential snow removal season is for your contract. ***"From the first snowfall to the last."*** When does the season start/end?
- Be specific with your language as to when a snow/ice event starts and stops and when you expect service. For Example: (***"Services are expected when wet snow has accumulated to a depth of one-half inch on school property. In addition services are expected when "dry" snow has accumulated to a depth of one inch on school property."***)
- Your contract should be specific about the amount of snow or icing it requires for your contractor to make initial and/or return trips (during an extended storm).
- Be specific with the contractor as to the work you require from them:
 - a) List which driveways, roads parking lots, sidewalks and stairways need to be cleaned
 - b) Provide maps and drawings to bidders highlighting areas to be serviced and the order of priority you want it done in.
 - c) Be specific as to the order you want this work done in. (Parking lots, then sidewalk/ramps and entrances).

- d) Be specific as to how you want areas plowed/salted/sanded (i.e. the amount of each you want used or the desired result e.g. -- IBM used to require “bare ground”)
- Advise contractor not to snow plow into handicapped spots; onto islands that have shrubs, onto walkways or ramps, and do not allow them to block fire hydrants.
- Tell contractor to keep sight lines clear of snow piles especially at roadway entrances and exits from parking lots.
- Notify contractor as to where you want plowed snow to be stockpiled in order to prevent water runoff into traffic lanes and also to prevent the need for having to truck snow off premises in an unusually heavy snow fall winter
- Make contractors aware of key times they are to be available, to ensure you have the most effective snow/ice removal service. Contractor should be available:
 - a) **Thirty to forty-five minutes prior to the start of school**
 - b) **During recess periods. All walkways to and from playgrounds, and between buildings, should be addressed**
 - c) **Twenty minutes prior to day end/dismissal and one hour after dismissal**
 - d) **Prior to, and following, school extracurricular events, (plays, concerts, sporting events, etc. You will have to provide them with a schedule.**

IF YOU'RE DOING YOUR OWN SNOW/ICE REMOVAL:

- Pre-order sand, salt, and snow melt
- Check and maintain your equipment
- Line up a contractor to back up your crew should you experience an unusually large storm or suffer equipment breakdown
- Map out the areas to be plowed: roads driveways, parking lots walks and stairs
- Mark stairs, curbs, fire hydrants, etc. with six foot fence post to prevent accidental contact by snowplows
- Keep a written log to keep track of the following: Maintain these logs for at least three years.
 1. Temperature, weather conditions, and snow/ice on ground at the time of operations.
 2. Start/finish time of operation and what operation (plow/sand/salt/shovel) was performed.
 3. Who performed the operation and what piece(s) of equipment were used.
 4. The duration of the storm and the amount (in inches) of snow/ice was deposited.
 5. Maintenance problems such as potholes and irregular surfaces that are beyond the control of the snow plow operator.
 6. Require your operators to carry Incident Report forms for completion by the operator for any property damage they may cause or falls they might witness.

EXHIBIT A INSURANCE REQUIREMENTS - Sample

During the term of this Snow Removal Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to XXXXX in form and content satisfactory to XXXXX prior to commencement of the Services. The insurance is as follows:

- a. **Workers' Compensation** in accordance with the laws of Vermont;
- b. **Employer's Liability** in an amount not less than \$1,000,000.00 each accident;
- c. **Comprehensive General Liability** on an occurrence form for (i) bodily injury and (ii) property damage with limits of at least \$1,000,000.00 combined single limit each occurrence, including but not limited to comprehensive form, premises – operation, explosion, collapse, underground hazard, products/completed operations hazard (3-year extension beyond completion of the Services), blanket contractual coverage, broad form property damage, independent vendors, personal injury (employee exclusion deleted).
- d. **Comprehensive Automobile Liability**, comprehensive form covering owned, hired and non-owned vehicles with limits of at least \$1,000,000.00 combined single limit each occurrence.
- e. **Excess Liability** (umbrella) insurance with limits of at least \$2,000,000.00. The insurance specified in c through e shall include the following:
 - i. Endorsements adding the following parties as **additional insureds**: the Supervisory Union (and its member districts), and their respective board members and employees, agents and representatives.
 - ii. Thirty (30) days' prior written notice of cancellation to the Supervisory Union and school district.
 - iii. The Supervisory Union and its member school districts shall have no liability or other obligation for any of the insurance, endorsements or other protection required hereunder, including premiums and other charges. The insurance provisions specified herein shall be applicable to any contractors retained by Contractor, and Contractor shall require that such insurance be maintained by all its contractors. All insurance maintained by Contractor shall provide for a waiver of any right of subrogation of the insurers against the Supervisory Union and its member district.

