Snow Removal Best Practices for Snow Removal Contractors

Snow removal contractors should have written contracts in place with all customers, whether residential or commercial. These contracts should be drafted or reviewed by your legal counsel and should address items such as the following:

- Scope of the work to be performed (e.g. “when X inches or more of snow has accumulated as measured by the contractor at the pavement, not to include drifts”)
- Define specific areas to be plowed, shoveled and blown (schematics recommended and include pictures)
- Identification of any existing property defects
- Definition for the timing of service (i.e. you should specify your availability)
- Inclusion of a property damage liability limitation or hold harmless (e.g. “damage to landscaping caused by piling of snow”)
- Requirement that property owner report any property damage to you within a specified time
- Identification of the specific term (e.g. from 10/1/10 to 3/1/11)
- Appropriate indemnification/hold harmless provisions from the property owner

In addition to a written contract, you should also consider:
Maintaining a snow removal log to be completed by the person responsible for removing the snow/ice. The log should include items such as: driver name, time in, weather conditions, snow amount, lots plowed, amount of sand or salt used, time out. If you subcontract some of the snow removal work, any subcontractor should keep the same type of log, to be sent to you within a specified time after completion of work

Maintaining sidewalk/ice removal log to be completed by the person responsible for removing/treating the snow/ice. This should include the same elements noted above.

Maintaining a complaint log to be completed in the event either property damage or bodily injury occurs.

If the customer includes contractual risk transfer elements within their contract, those conditions, at a minimum, should also be transferred to any subcontractors that you use. As with any contract, read it carefully and consult with your legal counsel before you sign.

When subcontracting work to a subcontractor;

You should have a contractual risk transfer program in place for any subcontractors you hire to perform any part of the snow removal for your customers. This program should include elements such as:

- Signed contracts required for all subcontracted work which include;
  - All elements noted above that are contained within your contract with the property owner.
  - An acceptable hold harmless / indemnification agreement in your favor.
  - Requirement to name you as an additional insured under general liability and commercial motor vehicle insurance policies for both ongoing operations and completed
operations on a primary and non-contributory basis.
  o Specification subcontractor cannot further subcontract or assign the work to another without your prior written consent.

- Certificates or other proof of insurance should be obtained from subcontractors, before the job commences with stated minimum limits of liability. For example;
  - General Liability: $1,000,000 Occurrence/$2,000,000 Aggregate
  - Workers Compensation: $500,000/$500,000/$500,000 Employer’s Liability
  - Auto Liability: $1,000,000 CSL
  - Umbrella Liability: $1,000,000
- A diary system in place to track expiration dates for certificates of insurance
- A subcontractor selection process.
- Requirement that the subcontractor maintain a snow removal log to be completed by the person responsible for removing the snow/ice. The log should include items such as: driver name, time in, weather conditions, snow amount, lots plowed, amount of sand or salt used, time out.
- Requirement that the subcontractor maintain sidewalk snow removal log to be completed by the person responsible for removing the snow/ice. This should include the same elements noted above.
- Requirement that the subcontractor maintain a complaint log to be completed in the event either property damage or bodily injury occurs.