



**Town of Seekonk  
Public Works Department  
Snow Plowing and Sanding Operations  
Winter Season 2023-2024**

The Town of Seekonk Public Works Department requests applications from contractors and individuals with snow removal equipment who wish to be considered in our snow plowing and/or sanding operations. Applications may be obtained at the Public Works Department located at 871 Taunton Avenue, Seekonk, MA. Office hours are Monday through Friday from 8:00 AM to 4:00 PM.

**Each Applicant shall provide the following:**

- 1. Completed Application to Plow and/or Sand**
- 2. Copy of Driver's License for each operator.**
- 3. Copy of Driving Record as obtained from the Registry of Motor Vehicles within the past 30 days. Copies are required for all drivers.**
- 4. Copy of each Vehicle Registration**
- 5. W-9 Form**
- 6. Valid Certificate of Insurance listing the following specific requirements (minimum).  
The certificate must list the Town of Seekonk as additionally insured.**
- 7. Indemnification Agreement**
- 8. Worker's Compensation Insurance documentation – not required for individuals**

Vehicle Liability

- \$250,000 Bodily injury per person
  - \$500,000 Bodily injury per accident
  - \$250,000 Property damage
9. Worker's Compensation Insurance is required for all business entities employing more than one driver with the limits required by law. Copy of Worker's Compensation listing coverage for Snow Plowing Operations as required by law and a State Worker's Compensation Insurance Affidavit.

Worker's Compensation

- Must meet statutory limits in compliance with Massachusetts and Federal Laws. The coverage must include Employer Liability limits of \$500,000/\$500,000/\$500,000
10. Small Independent Contractors are required to sign the Contractor's Hold Harmless/Indemnification Agreement.

Each Applicant is responsible for keeping all records up to date. Applications may be rejected if any of the required information is missing or out of date.

**Once the documents are reviewed and approved, the applicant will be required to bring each vehicle to the Public Works Department Garage for inspection and approval.**



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**APPLICATION TO PLOW AND/OR SAND**

Company/Owner: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Owner Operated:      Yes: \_\_\_\_\_      No: \_\_\_\_\_      (Must check one)

If no, Driver's Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**VEHICLE INFORMATION**

Vehicle Year: \_\_\_\_\_      Make: \_\_\_\_\_      Model: \_\_\_\_\_

Type of Vehicle: \_\_\_\_\_ (1 Ton pickup, 6 wheel small/large, loader, etc.)

Registration: \_\_\_\_\_      State: \_\_\_\_\_      Weight (GVW): \_\_\_\_\_

**ACCESSORIES**

Plow Length: \_\_\_\_\_      Plow Type: \_\_\_\_\_

Sander Size (if applicable): \_\_\_\_\_

I certify that I am the owner and authorized agent of the company owning the vehicle(s), all information provided on this application is correct, the vehicle is validly registered and insured and has a current inspection sticker. A copy of the registration for all vehicles and insurance must be attached.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I and/or my company agree to the conditions set forth in the attached Terms and Conditions and Insurance Provisions.



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**TERMS AND CONDITIONS**

**COMPENSATED TIME:** Compensation time will start upon arrival. Time cards will be provided, and the operator **MUST** punch in and out. No compensatory time shall be allowed for the attachment or detachment of plowing equipment, for travel, standby, breakdowns or meals.

**RESPONSE TIME:** Drivers are anticipated to arrive at the Public Works Department within one (1) hour from the initial call. If the driver is not available to participate within this time period, the Superintendent or his designee shall be informed when the initial call is made. It will be at the Superintendent's discretion, or his designee, to decide if later start times are acceptable.

**WORK PERIOD:** All Hired equipment services used for snow and ice control, after reporting to work on instruction from the DPW Superintendent or designee, shall be compensated for a minimum of four (4) hours during any one storm, provided they arrive within one (1) hour of the initial call. Later arrival times may negate the four (4) hour minimum. When the work period exceeds four (4) hours, payment shall be for actual hours worked.

**COMPLETION OF ASSIGNED ROUTE:** Upon completion of an assigned route, drivers shall report back to the DPW garage for possible re-assignments. If you have not been contacted by a representative of DPW after four (4) hours of plowing, you must call in to the office for an update. No person shall leave without notification from the DPW Superintendent or his representative.

**EQUIPMENT INSPECTION:** Applicant is responsible for scheduling an inspection and bringing each vehicle to the mechanic at the Public Works garage. The inspection includes the following items:

- Valid inspection sticker
- Working strobe lights visible to approaching and following vehicles
- Plow mounted on truck fully functional
- Acceptable snow foil
- Working heater and windshield wipers

**FUEL:** Vehicles are to report with full tank of fuel to start the plowing operation. If fuel is not available from outside sources, the DPW may supply fuel, the cost of which will be deducted from payment due the contractor. This will be at the discretion of the Superintendent or designee.

The vehicle(s) will be kept in good operating condition (which includes flashing amber lights) subject to the approval of the Seekonk Public Works Department. All vehicles must have a valid commercial vehicle registration. No Massachusetts/Rhode Island Combination registrations will be accepted.

The vehicle(s) as required by law shall be operated by a qualified operator possessing a valid driver's/operator's license or Commercial Driver's License (CDL).

I and/or my company agree to accept all responsibility for liabilities incurred by the rented vehicle and equipment during the term of operation of which it is assigned to the fullest extent permitted by law. It



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is further agreed that the Town of Seekonk, its agents, and employees, be held harmless from any and all claims and actions whatsoever which may arise as a result of the operation of the vehicle(s) and equipment.

Signature: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security Number/FID#: \_\_\_\_\_

Date: \_\_\_\_\_

**Town Representatives Review/Approval:**

*Town Administrator:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Public Works Superintendent:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Chief of Police:* \_\_\_\_\_ *Date:* \_\_\_\_\_



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**INSURANCE PROVISIONS**

The Contractor shall purchase from and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of a result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable. Such insurance must be provided by a company or companies legally authorized to do business in Massachusetts, with an A. M. Best rating of A- VII or better. Coverage, whether written on occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until the latter of the date of final payment or the date of satisfactory inspection. Claims-made policies are only acceptable for professional liability-type policies and shall remain in force for a period of six years after completion of the work. All policies in force must have the Town of Seekonk named as an Additional Insured and include a severability of interest clause. Each such policy shall be non-cancellable and materially non-amendable with respect to the Town unless there is 30 days prior notice (except in the case of non-payment, for which 10 days prior notice is acceptable) to the Town Administrator. An original certificate of insurance shall be delivered to the Town within ten (10) days of a request thereof. Coverage must be maintained for the following:

- A. Workers Compensation or Employer's Liability. This would include claims by contractor's employees or other persons under the direct or indirect supervision or control of the contractor.
- B. Damages alleging Bodily Injury Liability/Personal Injury Liability
- C. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- D. Claims for damages arising out of ownership, maintenance or use of a motor vehicle.
- E. Claims involving contractual liability insurance applicable to the Contractor's obligations under this and other contracts.
- F. If applicable, any professional claims due to an error or omission or abatement activities.

**Insurance Limits and Requirements**

During the performance of work, the Contractor shall maintain Automobile and Workers' Compensation (including, but not limited to, Bodily Injury, Property Damage and Personal Injury) as follows:

- A. **Business Automobile** – Coverage shall have a minimum limit of \$1M per occurrence, combined single limits for bodily injury liability and property damage liability. This policy shall include Owned Autos, Hired and Non-Owned Autos Liability.
- B. **Workers' Compensation** – Must meet statutory limits in compliance with Massachusetts and Federal laws. If it is appropriate for the type of work, evidence of the U. S. Longshoremen and Harbor Worker's Compensation Act. And/or Jones Act Endorsements



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must be provided. The coverage must include Employer Liability limits of \$500,000/\$500,000/\$500,000.

- C. It shall be the responsibility of the Contractor to require all subcontractors to comply with the same insurance requirements that are required of the Contractor.

**Special Requirements**

- A. The contractor waives all rights against the Town for damages to its own property, including the rights to subrogation of the Contractor's insurer. The Contractor shall require similar waivers from subcontractors and sub-subcontractors. The Contractor waives all rights against the Town for loss or damage to any equipment used in connection with the project which loss is covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and sub-subcontractors.
- B. An appropriate Hold Harmless Clause shall be included.
- C. Current certified copies of valid insurance policies or certificates of insurance meeting the requirements herein identified shall be provided to the Town Administrator at the inception and throughout the duration of the project/contract. Renewal certificates shall be sent to the Town Administrator at least 30 days prior to any expiration date.'
- D. Certificate of Insurance meeting the required insurance provisions shall be forwarded to the Town Administrator at least 15 days prior to the commencement of the work.

**Insurance Requirement Exceptions for Small Independent Contractors**

Small Independent Contractors typically do not carry Business insurance. They rely solely on their Personal Automobile and Homeowner's Insurance for protection. It is not the intention of a Personal Insurance carrier to provide protection for "business pursuits". The contractor must reveal these contracting operations to his/her insurance agent so that appropriate endorsements or business coverage can be produced.

The small independent contractor should provide the following Automobile Insurance limits, and the Contractor must provide a certificate of insurance with the Town of Seekonk as an Additional Insured:

\$250,000/\$500,000	Bodily Injury
\$250,000	Property Damage

Business Auto insurance only provides coverage while snow plowing (i.e. hitting a person; a car; or property, such as a mailbox).

All employers in Massachusetts are required to carry Worker's Compensation Insurance.

The Contractor must provide driver license numbers of all drivers. The Town reserves the right to deny a contract to anyone with more than two (2) moving violations on record or with one violation of driving to endanger.



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**INDEMNIFICATION TO HOLD HARMLESS AGREEMENT**

To the maximum extent permitted by law, the Contractor agrees to indemnify or pay on behalf of, defend and hold harmless the Town of Seekonk and all its departments, agents and employees from and against any and all liability (including Employer's Liability), whatsoever, arising from (the Contractor's) operations or the operations of its agents, representatives and sub-contractors, including completed operations. This agreement includes all claims, demands, suits, actions, costs, expenses, judgments, penalties and attorney's fees which may be imposed upon, incurred by, or asserted against the Town and by reason of (a) any failure on the part of the Contractor to comply with any provisions or term required to be performed or complied with by the Contractor under this Agreement; or (b) for the death, injury (personal or bodily), property damage or loss property suffered by any person on account of or based upon an act, omission, fault, negligence or misconduct of the Contractor or any person hired by, contracted by or otherwise working with the Contractor.

This indemnity and hold harmless agreement shall include indemnity against all cost, expenses, judgments, settlements, penalties and liabilities (including, without limitation, attorney's fees) incurred or in connection with any claims or proceedings brought thereon and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability of any such claim.

**Safety**

The Contractor shall be responsible for providing adequate safety measures for all persons and all property upon Town property.

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*(Name of Contractor)*

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*(Address of Contractor)*

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*(Signature)*

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*(Date)*



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**NEW INCENTIVE PROGRAM**

**SIGN ON & ATTENDANCE BONUS**

**This year we are introducing a new \$500.00 per hired vehicle/equipment piece. Snow removal contractors who sign up by November 30, 2023 and participate in every snow plow event for the 2023/2024 snow season will be eligible to receive one hundred percent (100%) of the sign on and attendance bonus.** All other snow removal contractors who sign up by November 30, 2023 and participate in at least 50% of the total plowable events for the 2023/2024 snow season will be eligible to receive a prorated sign on and attendance bonus based on the number of snow events they have participated in.

**Contractors must have all required paperwork submitted, accepted and up to date with the Town no later than November 30, 2023 to be eligible for any portion of the sign on and attendance bonus.**

In the event that a vehicle or piece of equipment breaks down after achieving a minimum of 3 hours of continuous removal operations, that piece of equipment shall be considered as having participated provided the same piece of equipment is available for the subsequent event without incident. If the vehicle or piece of equipment fails to either report for the subsequent event or breaks down again prior to completing the subsequent event, this shall negate the previous attendance. Any snow removal contractor not able to participate in at least 50% of snow removal events will not be eligible for the sign on and attendance bonus per contracted vehicle/equipment piece. The sign on and attendance bonus shall be calculated at the end of the snow and ice season and shall be paid around May 1st of 2024.





**TOWN OF SEEKONK PUBLIC WORKS  
SNOW PLOWING AND SANDING OPERATIONS  
RATE SHEET  
New Rates - WINTER 2023-2024**

The Seekonk Public Works Department is seeking interested owners and companies to provide plowing and sanding services for the 2023-2024 winter season. Compensation for drivers, vehicles and equipment will be based upon the following rates:

<u>DESCRIPTION</u>	<u>GVW</u>	<u>HOURLY RATE</u>
Hired driver using DPW equipment	...	\$30.00
¾ Ton Pickup truck with 4-wheel drive and reversible plow – minimum 8’ length	...	\$100.00
1 Ton Pickup truck with 4-wheel drive and reversible plow – minimum 8’ length	...	\$110.00
Small 6-wheeler (1 Ton) equipped with reversible plow – minimum 9’ length	11,000-27,999	\$120.00
Large 6-wheeler equipped with reversible plow- minimum 10’ length	29,000 & greater	\$135.00
10-wheeler equipped with plow – minimum 10’ length	.....	\$145.00
Backhoe with 9’ plow	.....	\$135.00
Loader with minimum 3 yard bucket & 10’ plow	.....	\$170.00
<b><u>ADDED RATES</u></b>		
Sander- 6 to < 10 cubic yards	.....	\$15.00
Sander- 10 cubic yards and greater	.....	\$20.00

Sander capacity is defined as the manufacturer’s water level capacity of the body without sideboards.

Vehicles are to report for duty with plow and/or sander fully operational, filled with fuel and ready to work. Compensation time will begin only when the vehicle arrives at the operating site specified and will end at the time of release in the field. Vehicle down time exceeding ten minutes for repairs will be deducted from time worked.



**The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 Lafayette City Center  
 2 Avenue de Lafayette, Boston, MA 02111-1750  
 www.mass.gov/dia**

**Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers**  
**Applicant Information** **Please Print Legibly**

Name (Business/Organization/Individual): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Are you an employer? Check the appropriate box:**

- |  |   |
|--|---|
| <p>1. <input type="checkbox"/> I am an employer with _____ employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]</p> <p>3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †</p> | <p>4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡</p> <p>5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]</p> |
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**Type of project (required):**

6.  New construction
7.  Remodeling
8.  Demolition
9.  Building addition
10.  Electrical repairs or additions
11.  Plumbing repairs or additions
12.  Roof repairs
13.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

***I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.***

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

Policy # or Self-ins. Lic. #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Job Site Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

***I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.***

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone #: \_\_\_\_\_

***Official use only. Do not write in this area, to be completed by city or town official.***

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

**Issuing Authority (check one):**

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**" Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

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## Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply sub-contractor(s) name(s), address(es) and phone number(s) along with their certificate(s) of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

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## City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary) and under "Job Site Address" the applicant should write "all locations in \_\_\_\_\_(city or town)." A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

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The Department's address, telephone and fax number:

The Commonwealth of Massachusetts  
Department of Industrial Accidents  
**Office of Investigations**  
Lafayette City Center, 2 Avenue de Lafayette  
Boston, MA 02111-1750

Tel. (617) 727-4900 or 1-877-MASSAFE

Fax (617) 727-7749

[www.mass.gov/dia](http://www.mass.gov/dia)