



**TOWN OF ACUSHNET**  
**DEPARTMENT OF PUBLIC WORKS**

[www.acushnet.ma.us](http://www.acushnet.ma.us)

130 MAIN STREET

ACUSHNET, MASSACHUSETTS 02743-1548

508-998-0230

October 16, 2023

Dear Snow Plow Contractor:

To those contractors who will be offering their services to the Town once again, or those wanting to be placed on the Snow Plow Contractor List, please provide all the information listed below for our review. A Snow Contractor's Application must be filled out for all contractors regardless of whether they have plowed for the Town previously or are a new contractor. All information must be received in the DPW Office, 130 Main Street by November 13, 2023 in order for you to be approved to plow for the Town this Winter season.

- Vehicles must be equipped with a minimum 8 ft. wide, 3 ft. high blade.
- Valid copy of current VEHICLE REGISTRATION for each vehicle. No repair, dealer or farm plates allowed.
- Copy of current CERTIFICATE OF INSURANCE for each vehicle. Minimum accepted coverage is 100,000/300,000. Please have your insurance company email a Certificate of Insurance to [dpw@acushnet.ma.us](mailto:dpw@acushnet.ma.us) listing the Town of Acushnet, 130 Main Street, Acushnet, MA as the certificate holder.
- Copy of valid DRIVER'S LICENSE for each driver.
- CERTIFICATE OF WORKER'S COMPENSATION If you DO NOT carry Worker's Compensation, coverage will be provided by the Town if you are the sole owner and driver of the vehicle. This cost will be deducted from each invoice payment and is non-refundable.

The hourly snow plowing rates are based on the Massachusetts State Rates according to the GVW of your vehicle. The Town has agreed to add an additional \$5.00 to each rate. We are also offering a **\$1,000 bonus** awarded to each Snow Plow Contractor for reporting to and plowing for each and every storm you are called upon. NO EXCEPTIONS! This bonus will be awarded at the end of the Winter Season regardless of how many storms we have and also in the event that we do not have any. You will report to the Town Barn, 700 Middle Road when called in for snow plowing at which time you will check-in. When your work is complete you must return to the Town Barn to check-out.

If you are unable to contract with the Town this Winter season, please let us know by calling the office at (508) 998-0230.

Thank you,

Dan Menard  
DPW Director



**TOWN OF ACUSHNET  
DEPARTMENT OF PUBLIC WORKS**

DANIEL M. MENARD  
Director

*www.acushnet.ma.us*  
130 MAIN STREET  
ACUSHNET, MASSACHUSETTS 02743-1548  
508-998-0230

508-998-0230  
dpw@acushnet.ma.us

**TOWN OF ACUSHNET DEPARTMENT OF PUBLIC WORKS  
SNOW PLOWING AGREEMENT FOR HIRED EQUIPMENT SERVICES  
FOR THE WINTER SEASON NOVEMBER 20, 2023 THROUGH APRIL 15, 2024.**

Contractor is herewith retained to supply equipment and operators for snow removal services, and agrees to provide same upon the following terms and conditions:

1. CONTRACTOR acknowledges and warrants that he/she is a self-employed Independent Contractor and is solely responsible for providing equipment and personnel for snow removal purposes. Maintenance, insurance, and operation of equipment as well as payment, supervision, and insurance of vehicle operators shall be at the owner's sole expense and responsibility. Contractor must provide proof of insurance.
2. All hired equipment must be in good operating condition and meet all rules, regulations, registration requirements, and inspection requirements of the Commonwealth of Massachusetts. All vehicles must be equipped with approved 360 degree amber warning rotating or strobe lights.
3. CONTRACTOR must provide a telephone number on a twenty four hour basis and respond to calls for service promptly. Compensated time will commence at the time a contractor arrives at the Town Barn, 700 Middle Road, Acushnet.
4. A copy of the APPLICATION FOR SNOW PLOWING is attached hereto and is incorporated into this Agreement for reference. Compensation to the Contractor will be according to the attached rate sheet. Equipment the Contractor provides for plowing must be as stated in the APPLICATION FOR SNOW PLOWING. Information on replacement vehicles can be found in #8 – Plow Regulations.
6. The Town of Acushnet Department of Public Works, reserves the right to terminate this agreement at any time.



TOWN OF ACUSHNET  
DEPARTMENT OF PUBLIC WORKS

DANIEL M. MENARD  
Director

*www.acushnet.ma.us*  
130 MAIN STREET  
ACUSHNET, MASSACHUSETTS 02743-1548  
508-998-0230

508-998-0230  
dpw@acushnet.ma.us

## SPECIFICATIONS FOR SNOW PLOW CONTRACTORS

1. All equipment must be in good working condition and must be visually inspected by the Department of Public Works staff before acceptance as a plowing contractor.
2. All vehicles must be properly registered and have a valid inspection sticker. Valid registration and inspection are the responsibility of the vehicle owner.
3. All vehicles are subject to periodic inspections throughout the season. The Town reserves the right, to reject at any time, any equipment not in safe working condition.
4. A copy of the current vehicle registration must be provided.
5. A Certificate of Insurance must be provided listing the vehicle and VIN number and proof of insurance coverage provided for: **Bodily Injury: \$100,000 Per Person/\$300,000 Per Accident, Property Damage: \$100,000**
6. Worker's Compensation Insurance required by law will be deducted from each invoice unless the Contractor is covered by Worker's Compensation and it is listed on the Certificate of Insurance. If a Contractor has employees that will also be plowing for the Town under their business name, a copy of the Worker's Compensation coverage must be provided by the business owner.
7. A copy of the operator's driver's license is required. This includes any special license to operate heavy equipment. (CDL, hoisting, etc.) Proof of CDL will be required on any equipment over 26,000 GVW.
8. A completed W-9 Form. The name on the timesheet must match the name on the W-9.
9. Compensated time will begin only when the equipment arrives at the operating specified site and will end or break at the time of release by the DPW Director or his designated scheduler. All down time must be reported. The DPW Director (or designated employee) assigns and schedules plowing routes. **The routes are subject to change at the discretion of the DPW Director as weather conditions or equipment requirements warrant.**



**TOWN OF ACUSHNET  
DEPARTMENT OF PUBLIC WORKS**

DANIEL M. MENARD  
Director

[www.acushnet.ma.us](http://www.acushnet.ma.us)  
130 MAIN STREET  
ACUSHNET, MASSACHUSETTS 02743-1548  
508-998-0230

508-998-0230  
[dpw@acushnet.ma.us](mailto:dpw@acushnet.ma.us)

**REGULATIONS FOR SNOW PLOWING 2023-2024**

1. **NOTIFICATION:** Notification will be made by the DPW personnel. Upon notification all vehicles are to report immediately to THE DPW Town Barn, 700 Middle Road, Acushnet. Each contractor/individual has the obligation to notify the DPW of telephone number changes as to where they can be reached for call-in.
2. **SIGN IN:** Time sheets are available at the DPW garage. Plowing time will start at the time of the contractor/individual's arrival at their route. A maximum of one hour will be allowed from the time of call to the time of reporting to the DPW Town Barn. All plow drivers must have a valid Driver's License in their possession when reporting to plow. Licenses will be spot checked by the DPW Director or his designee. Those without a valid license in their possession will not be allowed to plow.
3. **ALCOHOL AND CONTROLLED SUBSTANCES:** The use of alcohol and/or controlled substances by contractor/operators during snow plow operations is strictly forbidden. Any contractor/operator suspected of such use by the DPW Director will be relieved of duty immediately, and will result in termination of contract with the Town.
4. **SNOW PLOWING:** All vehicles will report with full tanks of gas. Equipment will arrive ready for operation and no compensation will be provided for time involved in the attachment or detachment of plowing equipment. Each vehicle will be provided with a street listing of the designated route assigned. Each driver must acquaint him/herself with the route and check for new streets and/or deleted streets from the prior year's route. All vehicles shall plow only the route assigned to them. If any vehicle is found outside the limits of its assigned route without justifiable reason the contractor/individual may be terminated. Contract plow drivers may not do private plowing while actively on the clock for the Town. The vehicle will go immediately to the assigned route and commence plowing in the following manner:
  - A: Open every street on the route with at least one pass in each direction.
  - B: After every street on the route is open, widening out to the edge of pavement or curb shall be done.
  - C: At cul-de-sacs, whenever possible, the contractor/individual shall plow to the middle of the cul-de-sac and not towards driveways.
  - D: At intersections, where possible, plowing should be to the right to minimize the snow remaining in the intersection.

**E:** Intersections will be cleaned of snow only after each street has been widened to its maximum width.

**F:** When the contractor/individual feels that the route has been properly cleared of snow, he/she will contact the DPW Director or his designee to make sure the route is complete.

**G:** All contractor/individual plow drivers will be expected to remain on their routes for the duration of the plowing segment.

5. **STOP TIME:** Plow drivers must return to the DPW Town Barn after their route has been satisfactorily cleaned up. If the contractor/individual is not needed on another route, this will be the stop time. Time sheets are due upon completion of route.
6. **DOWN TIME REPAIRS:** Each contractor/individual must make provisions for emergency repairs to the vehicle as necessary. If the vehicle is down for repairs, time will be deducted for the amount of time lost if it is for more than one hour.
7. **BALLAST:** Ballast provided by the Town must be returned to the Town.
8. **REGISTRATION AND INSURANCE:** The vehicle owner is responsible for properly registering and insuring the vehicle. Safe lighting on all vehicles must conform to all state requirements. The Town of Acushnet reserves the right to inspect all vehicles for equipment requirements and to insure all permitted accessories are as represented. Only the vehicle for which the Town is in receipt of documentation for registration and insurance may be used for snow plow operations. Changes to plow equipment must be done in advance, with the approval of the DPW Director and will require a revised contract. All paperwork for replacement vehicles must be submitted to the office prior to the issuance of any payment.
9. **PROPER OPERATION:** Each contractor/individual is responsible to see that the vehicle is operated in accordance with all applicable laws, rules and regulations. Vehicle speed shall not exceed **20 miles per hour**. All vehicles must have all required equipment and while plowing must have a yellow rotating warning light or strobe lights visible for 360 degrees; or an adequate warning light system built into the vehicle. Any driver involved in an accident which causes personal injury and/or damage to other vehicles and/or property shall immediately report the incident to the DPW Director and the police.
10. **PROPERTY DAMAGE:** Each contractor/individual is responsible for the prevention or loss or damage to the property of the Town and all adjacent property. Any damage, injury or loss resulting from the operation of the contractor/individual under the contract signed for snow plowing for the Town of Acushnet shall be the responsibility of the contractor/individual.
11. **PAYMENTS:** Each contractor/individual shall be paid at the **State of Massachusetts Contract Rate plus an additional \$5.00 for his/her vehicle(s)**. The contractor/individual shall be paid for the actual number of hours worked. Payments may be processed on the next available warrant and are not guaranteed for the week that plowing takes place. Invoices received by Thursday are usually scheduled to be paid on the following weeks warrant; however, the Town reserves the right to pay within thirty days.

**12. RATES- EFFECTIVE OCTOBER 11, 2023:**

8,501 - 9,999 GVW with 8' PRP  $\$89.86 + \$5.00 = \$94.86$

10,000 - 10,999 GVW, with minimum 9' PRP  $\$96.37 + \$5.00 = \$101.37$

11,000 - 16,000 GVW, with minimum 9' PRP  $\$101.78 + \$5.00 = \$106.78$

16,001 - 25,800 GVW, with minimum 10' PRP  $\$115.41 + \$5.00 = \$120.41$

25,801 - 33,000 GVW, with minimum 10' plow  $\$123.61 + \$5.00 = \$128.61$

33,001 - 50,000 GVW, with minimum 10' plow  $\$145.71 + \$5.00 = \$150.71$

50,001 - 60,000 GVW, with minimum 11' plow  $\$158.38 + \$5.00 = \$163.38$

**Guarantees & Bonuses:**

4 Hour Minimum for all Contractors called in by the DPW Director.

**\$1,000 bonus will be awarded at the end of the Snow Plow Season to all Snow Plow Contractors that plow for the Town of Acushnet each and every time they are called upon by the DPW Director. NO EXCEPTIONS!!**



TOWN OF ACUSHNET  
DEPARTMENT OF PUBLIC WORKS

DANIEL M. MENARD  
Director

[www.acushnet.ma.us](http://www.acushnet.ma.us)  
130 MAIN STREET  
ACUSHNET, MASSACHUSETTS 02743-1548  
508-998-0230

508-998-0230  
[dpw@acushnet.ma.us](mailto:dpw@acushnet.ma.us)

**2023-2024**

**APPLICATION FOR SNOW CONTRACTORS**

PLEASE PRINT

**VEHICLE OWNER INFORMATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SS#: \_\_\_\_\_

**PLOW DRIVER INFORMATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VEHICLE INFO**

MAKE: \_\_\_\_\_

YEAR: \_\_\_\_\_

MODEL: \_\_\_\_\_

PLOW SIZE: \_\_\_\_\_ ft.

REG. #: \_\_\_\_\_

GROSS VEHICLE WEIGHT: \_\_\_\_\_

**ALSO INCLUDE:** 1. COPY OF DRIVER'S LICENSE 2. COMPLETED W-9 3. COMPLETED WORKER'S COMP INSURANCE AFFIDAVIT 4. COPY OF CERTIFICATE OF INSURANCE/COVERAGE PAGE 5. COPY OF VEHICLE REGISTRATION.

**PLEASE NOTE:** ALL DOCUMENTS MUST BE COMPLETE AND SUBMITTED TO THE OFFICE BEFORE PAYMENT CAN BE ISSUED.

All paperwork may be dropped off at the DPW Office, 130 Main St. or submitted via email to [dpw@acushnet.ma.us](mailto:dpw@acushnet.ma.us)





Indemnification (Individual)

To the fullest extent permitted by law, I (full name) \_\_\_\_\_ hereby acknowledge and agree that I shall indemnify, hold harmless and defend the Town of Acushnet, and each of their officers, directors, members, employees, agents, affiliates and subsidiaries from and against all claims, damages, judgments, settlements, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of my (full name) \_\_\_\_\_ work and/or arising out of or resulting from any act or omission of mine (full name) \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

COMMONWEALTH OF MASSACHUSETTS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED THE ABOVE SIGNED PROVED TO ME THROUGH SATISFACTORY EVIDENCE OF IDENTIFICATION, WHICH WERE \_\_\_\_\_, TO BE THE PERSONS WHOSE NAME IS SIGNED ON THIS DOCUMENT, AND ACKNOWLEDGE THAT IT WAS SIGNED VOLUNTARILY FOR ITS STATED PURPOSE.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

Indemnification (business)

To the fullest extent permitted by law, (name of company) \_\_\_\_\_

hereby acknowledge and agree that I shall indemnify, hold harmless and defend the Town of Acushnet, and each of their officers, directors, members, employees, agents, affiliates and subsidiaries from and against all claims, damages, judgments, settlements, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of my (name of company) \_\_\_\_\_ work and/or arising out of or resulting from any act or omission of (name of company) \_\_\_\_\_, its employees, agents or subcontractors.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Authorized Name

Commonwealth of Massachusetts

On this \_\_\_\_ day of \_\_\_\_, 20 \_\_, before me, the undersigned notary public, personally appeared the above signed owner proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the persons whose name is signed on this document, and acknowledge that it was signed voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_