

**2020/2021 SNOW & ICE  
CONTRACTOR APPLICATION**

The Contractor agrees to all rules and regulations as set forth by the Wilmington Department of Public Works.

**Contractor:**      **Name:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Fed. #:** \_\_\_\_\_

\_\_\_\_\_  
(Contractor Authorized Signature)

\_\_\_\_\_  
Date

**Description of Equipment:**

Type (see sec. 12)	Equipment Make/Model	Color	Reg. Number	Blade Size	Cell Phone #	Ins. Co. Stamp or Auth. Signature**
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A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

E. \_\_\_\_\_

F. \_\_\_\_\_

G. \_\_\_\_\_

**NOTE: Equipment types are described in Sections 12 and 15.**

**Do Not Write Below This Line, (for Town personnel to complete)**

**SNOW PLOW HAS BEEN INSPECTED AND MEETS ALL NECESSARY REQUIREMENTS:**

\_\_\_\_\_  
Public Works Operations Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael J. Woods, Director of Public Works

\_\_\_\_\_  
Date

**\*\* Insurance Company stamp or signature indicates awareness that insured intends to plow snow for the Town of Wilmington**



**TOWN OF WILMINGTON  
DEPARTMENT OF PUBLIC WORKS**

**SNOW PLOWING AGREEMENT**

**FISCAL YEAR 2021**

1. According to the terms of this Agreement, the undersigned Contractor agrees to provide the stipulated services to the Town of Wilmington for 2020-2021 snow season.
2. As a condition of the Agreement, and **prior** to acceptance and approval by a Department of Public Works authorized representative, the Contractor agrees to allow the Department to inspect the snow plow equipment offered for hire and obtain copies of the documentation listed under Item #4 "Insurance" and Item #10 "Filing Requirements."
3. It is agreed and mandatory that having reported to work for the Town, the Contractor will not provide services to others, public or private, until relieved or otherwise excused from duty by an authorized representative of the Town.
4. **INSURANCE**: It is required that a copy of Compulsory Insurance Coverage Certification, in force, be provided and placed on file with the Town and indicating the following minimum coverage:

**\$250,000 / \$500,000**

**Bodily Injury (per individual / all people  
in other party's vehicle)**

**\$150,000**

**Property Damage**

**The Town shall be named as additional insured on a primary and non-contributory basis, with waiver of subrogation in favor of additional insured on all policy certificates.**

Although a Commercial Policy is preferred, contractors may obtain a "Rate Class 30 – Business Use" policy or use a Customized Equipment endorsement to ensure coverage while snowplowing for the Town. Either way, it is the CONTRACTOR'S responsibility to ensure proper coverage for snowplowing depending on his/her insurance company's requirements. **Proof of coverage while plowing, by either an insurance stamp or authorized signature, is now a requirement on the snow plow application.**

Dates of policy expiration and copies of insurance policies shall be provided to the Town. It is the responsibility of the Contractor to deliver proof of renewed

coverage on or before expiration dates. Failure to notify the Town of a change in insurance coverage may result in immediate termination.

**WORKERS COMPENSATION:** Each contractor will comply with workers compensation requirements and other benefits as required under Chapter 152 of the Massachusetts General Laws, and Section 34A of Chapter 149 of the Massachusetts General Law unless the contractor offers only one piece of equipment that he/she will operate personally.

5. **REPORTING:** Contractors, when called to report for snow and ice operations, will be allowed up to one (1) hour in which to report to work. Should the time to report exceed one (1) hour, payment will commence at the actual reporting time.
6. **DOWN TIME:** In the event of mechanical failure, an allowance of one (1) hour maximum to effect repairs will be allowed. The Contractor shall be compensated for that hour. If a breakdown occurs, it will be reported to the Department immediately. An estimate of anticipated down time should, if known, be given to the supervisor in charge. This will allow for reassignment units to provide for route coverage.
7. **PAYMENT:** Payment will be made based on the attached Schedule and requirements below.
  - A. All invoices must include the following: Storm date, time commenced, time ended, number of hours and equipment used, and the Federal I.D. number or Social Security number.
  - B. **Invoices must be submitted within 30 days of the storm date or the Contractor may forfeit right to receive payment or additional plowing work. This schedule will be strictly enforced.**
  - C. For payment to be received, name on all invoices must coincide with name on the Agreement between the Town and the Contractor.
8. **SIGNATURE:** The Owner of the equipment or a duly authorized representative must sign the attached contract. **Proof of insurance coverage by either an insurance stamp or authorized signature from the insurance company is also required on the application.**
9. **REGULATIONS:** The Contractor agrees to abide by all regulations of the Wilmington Department of Public Works.
10. **FILING REQUIREMENTS:** The following **must** be provided and completed for your proposal to be valid:
  - A. Completed Contractor Application (equipment sheet)
  - B. Insurance Certificate (each piece bid)
  - C. Registration (Valid) (each piece bid)
  - D. Copy of valid driver's license

It is the Contractor's responsibility to maintain a current state registration and inspection sticker.

If you have any questions concerning the completion of the application (attached), please contact the DPW office at 978-658-4481.

This information must be filed at the DPW Administration Building, 115 Andover Street, Wilmington, MA 01887 on or before **October 16, 2020**.

Additionally, all equipment must receive an inspection by the Operations Supervisor on or before October 16, 2020.

11. **COMPLIANCE**: Failure to comply with this Agreement, or the rules and regulations of the Wilmington Department of Public Works, may result in the loss of payment, and /or additional plowing during the season.

12. HOURLY RATE SET BY THE DEPARTMENT OF PUBLIC WORKS – FY 2021

<b><u>TYPE</u></b>	<b><u>PLOWING RATE PER HOUR</u></b>
PICKUP – 4 WHL DR (3/4 Ton Minimum)	\$ 64.00
<b><u>DUMP TRUCKS:</u></b>	
SMALL DUMP (1 TON) <i>(dual rear wheels – 9750 lb axle)</i>	\$ 73.00
6 WHL DUMP	\$ 85.00
10 WHL DUMP	\$ 100.00
FRONT END LOADER	\$ 110.00
FRONT END LOADER 3.0 cy	\$ 120.00

13. PROPOSAL WILL BE EVALUATED ON THE FOLLOWING CRITERIA:

- A. Passing equipment inspection by the Highway Division
- B. Previous year's performance
- C. Meets all specifications as outlined in this document

Selection of applicants:

In the case where more applicants apply than are needed based on Item #14, the following will be used to select applicants:

- A. Meets all requirements as listed
- B. Past performance
- C. Equipment and operator residing in Wilmington

#### 14. EQUIPMENT HIRING PROCEDURE

Equipment will be hired based on the needs of each category. If equipment is not available for a storm, the Contractor may be removed from the Contractor list. The Contractor will be allowed to provide a substitute piece of equipment that is acceptable to the Town and that will be paid at the established equipment price.

#### 15. QUANTITIES OF EQUIPMENT ESTIMATED BY THE WILMINGTON DPW FOR FY 2021:

<b><u>TYPE</u></b>	<b><u>ESTIMATED QUANTITY</u></b>
Pickup 4 Wheel Drive	18
Small Dump Truck (1 Ton)	12
6 Wheel Dump	12
10 Wheel Dump	2
Front End Loader (must have plow)	2

16. At the Town's option, all vehicles hired by the Town will be provided with magnetic placards which will indicate "Town of Wilmington Contractor – and number". These placards must be attached to both front doors of the contractors' vehicle while working for the Town. The placards must be returned to the DPW following the snow season.
17. The Department of Public Works will guarantee four (4) hours work when you are called in during a storm.
18. The Department of Public Works reserves the right to accept all equipment and prioritize them by category. In the event insufficient proposals are received for a particular item, the Department of Public Works reserves the right to accept equipment in other categories.
19. The Contractor shall repair any and all private property damage within a reasonable period of time that is caused by his/her plowing operations. Failure to do so may result in termination.