



OFFICE OF THE  
HIGHWAY SUPERINTENDENT  
ED BUCKLEY

# TOWN OF RAYNHAM MASSACHUSETTS

Highway Department  
1555 King Philip Street, Raynham, MA 02767

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## Snow Plowing and Removal Contract 2021-2022 Season

Awarding Authority (Town of Raynham via the Raynham Highway Department) is seeking snow removal services from owner/operators of snow removal equipment (Hired Plow Truck hereinafter known as Contractor) for the snow and ice season, beginning November 15, 2021, and ending April 15, 2022. Contractors who are awarded a contract to provide snow removal services are bound by the terms and conditions of this agreement.

Contractor will be assigned to a route within the Town of Raynham for the time frame specified in this contract. Assignments are subject to change at the discretion of the Highway Superintendent or designated agent. The Town of Raynham reserves the right to terminate this Agreement at any time. The Town of Raynham also reserves the rights to modify or waive certain insurance requirements listed below if deemed necessary and in the best interest of public safety.

Contractor(s) shall provide the following information:

1. **Certificates of Insurance** are required from all snow plow Contractor(s) affording the following coverages:

### A. Light Duty Trucks

- a. Automobile Liability - Bodily Injury: minimum \$250,000 per person and \$500,000 per accident, Property damage: minimum \$250,000 the Town of Raynham shall be listed as an Additional Insured.

### B. Medium and Heavy-Duty Trucks

- a. General Liability (Commercial Policy) - at least \$1,000,000 Bodily Injury and Property Damage Liability, a \$2,000,000 Annual Aggregate Limit. The Town of Raynham shall be listed as an Additional Insured.
- b. Automobile Liability (Commercial Policy) - at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit. The Town of Raynham shall be listed as an Additional Insured.
- c. Umbrella Liability- (Commercial Policy) of at least \$2,000,000 / occurrence, \$2,000,000 aggregate. The Town of Raynham shall be listed as an Additional Insured. Amount of coverage may be adjusted at the Town's discretion.

### C. Additional Requirements for All Vehicles and Equipment (from above)

- a. Certificate of Liability Insurance- under the section designated "Description of Operations/Locations/Vehicles" shall state the Town of Raynham is an Additional Insured. Also, shall state Equipment insured for Contract Snowplowing.
- b. Certificate of Liability Insurance- under the section designated "CERTIFICATE HOLDER" shall state Town of Raynham, 558 South Main St, Raynham MA 02767
- c. Workers Compensation- a Certificate of Insurance for Workers Compensation is required for any Contractor who employs a driver(s) other than themselves; alternately provide a signed Workers' Compensation insurance exemption form when appropriate.

All Certificates must be emailed directly to [landerson@town.raynham.ma.us](mailto:landerson@town.raynham.ma.us)

2. Copy of a valid Massachusetts or Rhode Island driver's license for all drivers.
3. Copy of current vehicle registration
4. Actual Gross Vehicle Weight
5. Completed W-9 form
6. Snow removal equipment specified in this agreement in good working order, legally registered and inspected, insured, and capable of providing the service requested. Inspection of equipment is required by Awarding Authority prior to agreement being signed.

### **Terms and Conditions:**

- A. All persons performing snow removal operations for the Town are forbidden from doing private plowing while on the clock for the Town. A violation of this policy will result in termination of the contract for just cause.
- B. Each contractor and individual plowing for the Town is responsible for the prevention of loss or damage to Town, public, and private property. Any property damage, personal injury, or other loss resulting from the operator use and operation of contracted equipment under this Agreement shall be the responsibility of the Contractor.
- C. Vehicle speed during plowing shall not exceed 25 miles per hour.
- D. All contracted equipment shall be maintained in safe and proper working order and shall be routinely inspected by the Contractor to maintain these standards during the contract period.
- E. If a Contractor requests ballast material will be placed in the vehicle this shall be at the sole risk of the Contractor. The Town is not responsible for any damage to the equipment. Ballast will be returned to the Town upon completion of work.
- F. The use of alcohol and/or any controlled or mind-altering substances by any contractor/operator while performing work under this contract is strictly prohibited. A violation of this policy will result in termination of contract for just cause.
- G. Public safety of the residents and general public is of the utmost importance. During snow plowing and removal operations your absolute attention is required at all times to being aware of pedestrians, children, motorists, snow blowers, people shoveling driveways and sidewalks, and others activities near or in the public way. If you have any encounters with individuals, please report matters directly to the Highway office. Do not engage in any verbal disputes, if an issue arises, report and/or immediately call both the Raynham Highway Department and the Raynham Police Department.
- H. Please report any private contractors plowing snow from private property into the public way.
- I. Contractor must utilize safety belts during street plowing operations as required by law.
- J. Contractor must report to the Highway Department within 30 minutes from call time for emergency operations. Failure to report within this time frame may result in a reduction in payment.
- K. Contractor must maintain and repair all equipment damaged during service to this contract.
- L. Contractor must check in at the office when they arrive for each storm and check out at the office before they leave. Failure to do so will result in nonpayment.
- M. Contractor's vehicle must be outfitted with an emergency beacon on the roof of the vehicle that is visible from all angles.
- N. If a street is blocked or there are any parked cars on a street, the contractor shall inform the Highway office of the blockage and clear the area when the blockage is removed.

**PAYMENT:** The Awarding Authority will pay the Contractor the hourly rate (as deemed appropriate by the specifications) for the equipment provided and labor. The number of hours the service was provided at rate of pay specified below shall be considered full and complete compensation for services rendered. Payment will begin based on a scheduled start time, call time, or arrival time, depending on each event and circumstance.

At the end of each snow event, the Contractor will provide a signed invoice for the number of hours this equipment was working in Raynham. No payment will be processed without signed hourly time slips. Payment will be made within typical billing cycle of the Town.

# Town of Raynham Snow & Ice Removal Contract Rates

Revised 10/1/2021

Vehicle	Hourly Rate
<b>4 Wheel Drive PU Truck</b> up to 11,500 GVW with 8 or 9 ft. angle plow	\$ 85.00
<b>6 Wheel Light Duty Truck</b> 11,501 to 19,500 lb. GVW with 9 or 10 ft. angle plow	\$ 95.00
<b>6 Wheel Medium Duty Truck</b> 19,501-35,000 lb. GVW with 10 or 11 ft. plow	\$ 115.00
<b>6 Wheel Heavy Duty Truck</b> 35,000-48,000 lb. GVW with 10 or 11 ft. plow	\$ 125.00
<b>6 Wheel Heavy Duty Truck with Spreader</b> 35,000-48,000 lb. GVW with 10 or 11 ft. plow & 6 to 10 CY spreader	\$ 145.00
<b>10 Wheel or Triaxle Heavy Duty Truck</b> 48,001-80,000 lb. GVW with 11-foot plow	\$ 135.00

I have read and understand the Town of Raynham Snow & Ice Removal contract and agree to abide by all terms and conditions outlined in the contract. I understand noncompliance may result in reduced payment or termination.

Owner/Operator's Name: \_\_\_\_\_

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

24-hour phone number: \_\_\_\_\_

Vehicle Category: \_\_\_\_\_

Size of Plow: \_\_\_\_\_

Agreed Rate of Pay: \_\_\_\_\_

Vehicle Make / Model: \_\_\_\_\_

Year: \_\_\_\_\_

License Plate # and State: \_\_\_\_\_

GVW (from door): \_\_\_\_\_

Owner/Operator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Awarded By: \_\_\_\_\_ Date: \_\_\_\_\_

Ed Buckley, Raynham Highway Superintendent

2021-2022

Snow Season

**Office Use Only**

- Inspection \_\_\_\_\_
- Insurance
- License
- Registration
- Actual GVW
- W-9

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