



City Of Attleboro, Massachusetts

PURCHASING DEPARTMENT
Government Center • 77 Park Street
Attleboro, Massachusetts 02703
508-223-2222 x3262 • Fax 508-222-3046

To: Snow Removal Contractors

Date: October 11, 2016

Re: Snow Removal for the City of Attleboro – PLEASE READ

It is that time of year again for you to fill out your paperwork to plow for the City of Attleboro. Enclosed are your forms. Please note there are a couple new changes to the forms! Please fill them out and return them to **Department of Public Works**, Attleboro City Hall, 2nd floor, along with copies of your CDL license or driver's license and Certificate of Liability Insurance. Incomplete packages will not be accepted. Snowplow paperwork must be returned **NO LATER** than **Tuesday, November 2, 2016**. There is a Snow Removal Contractor's Checklist on the other side of this letter to assist you.

Please note: You will not be allowed to plow until all of the items on the Snow Removal Contractor's Checklist have been completed and your contract has been signed by City officials. **It takes approximately two weeks from the receipt of the paperwork until you can plow.** A fully executed Snow Removal Contract will be returned to you for your records.

It is the intention of the City of Attleboro to employ contractors/individuals as private contractors. Individuals hired shall provide an invoice to the City for payment. Invoices **MUST** be mailed to Attleboro City Hall, Attn: Cathy Rego, D.P.W, 77 Park Street, Attleboro, MA 02703 or dropped off to Dept of Public Works @ Attleboro City Hall, 2nd floor. Invoices that are emailed will not be accepted. Every effort will be made to provide payment within twenty-one (21) days of invoice receipt.

If you have any questions, please call Cathy at 508-223-2222 ext. 3160.

Sincerely,

Carol A. Brown
Purchasing Assistant

SNOW REMOVAL CONTRACTOR'S CHECK LIST

All items below must be returned to Department of Public Works, 2nd Floor @ City Hall by November 2, 2016 in order to plow the city streets.

1. COMPLETED SNOW PLOWING APPLICATION *(ONE PER VEHICLE)* _____

2. AGREEMENT/CONTRACT - **TWO** originals - *COMPLETED & SIGNED* _____
 - complete both pages, sign both originals
 - Payment is made to the name on the agreement

3. WORKERS' COMPENSATION AFFIDAVIT – *COMPLETED & SIGNED* _____

4. CURRENT CERTIFICATE OF INSURANCE FROM INSURANCE. CO. _____
(Please have your insurance company list vehicles to be used on your policy)

5. PHOTOCOPY OF CURRENT CDL OR DRIVERS LICENSE (if CDL not required) _____

6. W9 FORM – even if you have plowed for the City of Attleboro before _____

7. Vehicle reviewed by Bobby Araujo, DPW Foreman, new DPW Facility, _____
 101 Lamb St, Attleboro

All paperwork must be filled out properly and completed before compensation will be paid by the City of Attleboro.

Contractors interested in providing snow removal services must provide the following:

1. All drivers must have a current CDL license based on the vehicle size. Please submit a photocopy of CDL license (if applicable) or driver's license for our records.
2. A current Certificate of Insurance from the contractor's insurance company naming the City of Attleboro as an additional insured for services related to snow plowing city streets is needed. The description of operations section on the ACORD form must be completed. (i.e. snow plowing and sanding of city streets). The minimum amount of insurance is as follows:

Automobile Liability - Bodily Injury per Person	\$250,000.
Bodily Injury per Accident	\$500,000.
Property Damage per Accident	\$100,000.

Workers Compensation - Massachusetts Statutory Limits
Employers Liability - 100/500/100

3. The contractor's hourly rate includes the driver and use of the contractor's equipment. It should be understood that under no circumstance would the City be responsible to repair or replace any vehicle damaged or in need of repair work.

One (1) ton truck - paid at \$75.00 per hour.

Six (6) wheel truck - paid at \$100.00 per hour.

Ten (10) wheel truck - paid at \$110.00 per hour.

Sidewalk Tractor/Snow blower - paid at \$100.00 per hour.

Rubber tired Backhoe with plow - paid at \$95.00 per hour.

Front End Loader with plow - paid at \$110.00 per hour.

4. Contractors must fill out an application for each vehicle with plow available to the City at any given time.
5. All snow removal contractors must provide a contact person with telephone and/or paging numbers.



**CITY OF ATTLEBORO
SNOW PLOWING APPLICATION**

COMPLETE ONE FOR EACH VEHICLE

COMPANY AND/OR INDIVIDUAL'S NAME _____

Check One:

Corporation

Sole Proprietor

Partnership

BUSINESS OR RESIDENCE ADDRESS _____

CITY OR TOWN _____

PHONE # _____

ALTERNATE PHONE # _____

YEAR, MAKE & MODEL OF VEHICLE _____

Check One:

One Ton Truck

Six Wheel Truck

Ten Wheel Truck

SIZE OF PLOW _____

CDL OR DRIVER'S LICENSE NUMBER _____
(attach a photocopy)

REVIEWED BY BOBBY ARAUJO, DPW FOREMAN _____
Bobby Araujo signature

*** ALL VEHICLES MUST BE APPROVED BY BOBBY ARAUJO, DPW FOREMAN @ THE NEW HIGHWAY FACILITY, 101 LAMB STREET, ATTLEBORO - NEW PHONE #: 508-223-2222 (EXT 3163)***



AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between the City of Attleboro, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having its usual place of business at 77 Park Street in said Attleboro, herein referred to as the "City", and _____, a Massachusetts corporation having its usual place of business at _____, herein referred to as the "Contractor".

Address only (not P.O. Box)

WITNESSETH:

WHEREAS, the City desires to employ the contractor as an independent contractor on the terms and conditions herein set forth to assist the City in the plowing of snow from its streets and other public places; and

WHEREAS, the Contractor submitted application to perform the work required to assist the City with plowing City Streets and the City has decided to award the contract to the "Independent Contractor".

WHEREAS, the Contractor is willing to accept such employment.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment: The City hereby employs the Contractor on the terms and conditions herein set forth as an independent contractor to assist the City in the plowing of snow from its streets and other public places and the Contractor accepts such employment.
2. Work: The City shall designate the streets and the other public places to be plowed by the Contractor. In accomplishing the snowplowing, the Contractor shall use its own vehicles and employees.
3. Payment: The City shall pay the Contractor for the services it performs in accordance with the following payment schedule:

Schedule of Payment

One (1) ton truck - paid at \$75.00 per hour.

Six (6) wheel truck - paid at \$100.00 per hour.

Ten (10) wheel truck - paid at \$110.00 per hour.

Application for payment shall be made to the City by the Contractor within fourteen (14) days of the work performed

4. Relationship of Parties. The parties intend that an independent contractor-employer relationship shall be created by this contract and control of the work shall be solely with the Contractor. The Contractor is not to be considered an agent or employee of the City for any purpose, and the employees of the Contractor are not entitled to any benefits that the City provides for its own employees. It is understood that the City does not agree to use the Contractor exclusively. It is also understood that the Contractor is free to contract for similar services to be performed for others while under contract with the City.
5. Liability and Insurance. The work to be performed under this contract shall be performed entirely at the Contractor's risk, and the Contractor assumes all responsibility for the maintenance and repair of all its equipment used in performance of this contract. The Contractor shall carry for the duration of this contract public liability insurance in an amount acceptable to the City and workers' compensation of such is required under the law. In any event, the City shall not be liable for any injury sustained under this contract or property damage caused by the contractor. Evidence of such insurance shall be submitted to the City.
6. Indemnification. The Contractor shall indemnify the City for any and all liability or loss arising in any way out of the performance of the Agreement to the fullest extent of the law.
7. Assignment. The Agreement shall not be assigned by the Contractor without written assent of the City.
8. Duration. The duration of this Agreement shall be a period of six (6) months unless sooner terminated by either party upon the giving of written notice of fifteen (15) days.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Name of Corporation: _____

Signature & Title: _____ Date: _____

Print Name & Title



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6. Indemnification. The Contractor shall indemnify the City for any and all liability or loss arising in any way out of the performance of the Agreement to the fullest extent of the law.

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Name of Corporation: _____

Signature & Title: _____ Date: _____

Print Name & Title



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: _____

Address: _____

City/State/Zip: _____ Phone #: _____

<p>Are you an employer? Check the appropriate box:</p> <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"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
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*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

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 #: _____

<p><i>Official use only. Do not write in this area, to be completed by city or town official.</i></p>	
City or Town: _____	Permit/License # _____
<p>Issuing Authority (circle one):</p> <p>1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office</p> <p>6. Other _____</p>	
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."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate 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.

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). 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.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
Tel. # 617-727-4900 ext 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

Invoice # _____

SNOW INVOICE

CONTRACTOR NAME: _____

Storm Date: _____

Vehicle: _____ HRS _____ Totals

[] - 1 Ton @ \$75.00 Hr _____ Hrs [] = \$ _____

[] - 6 Wheeler @ \$75.00 Hr _____ Hrs [] = \$ _____

[] - 10 Wheeler @ \$100.00 Hr _____ Hrs [] = \$ _____

[] - Front End Loader w/plow @ \$110.00 Hrs [] = \$ _____

[] - Backhoe w/plow @ \$95.00 _____ Hrs [] = \$ _____

Signature: _____