



James P. Daley
Superintendent

Town of West Brookfield

Highway Department
15 Front Street
West Brookfield, Massachusetts 01585
508-867-1417

Date: September 3, 2025

To: Snow Plowing Contractor/Individual

From: James Daley, West Brookfield Highway Superintendent

Subject: Snow Plowing, Winter 2025-2026

Attached are the requirements for you to apply to the Town of West Brookfield, Highway Department. This package includes the following:

1. Application Procedure
2. Application for Snow Plowing
3. Established rates
4. Certificate of Non-Collusion
5. Workmen's Compensation Insurance Affidavit
6. W-9 Request for Taxpayer Identification and Certification
7. Agreement
8. Conditions

If you would like to be considered by the Town of West Brookfield for its plowing program, please return the application with the Certificate of Non-Collusion, the Worker's Compensation Insurance Affidavit, a completed W-9, a copy of the valid Massachusetts drivers license for each driver, a copy of current vehicle registration, and Certificate of Insurance.

Please note that we are sensitive to the recent volatility in fuel prices and the shortage of drivers and have set our rate to help compensate for these challenges as well as to remain competitive with neighboring communities. We will be evaluating fuel prices throughout the season and may consider additional adjustments.

If you have any questions, please call or email us at: 508-867-1417 or agarwood-hampp@wbrookfield.com

SNOW PLOWING APPLICATION PROCEDURE

The West Brookfield Highway Department requests written applications from contractors and/or individuals that wish to be considered for hire in our snow and ice program. The application submission deadline is September 30, 2025.

The Highway Department will be engaging the services of at least one vehicle for snow removal. Consideration will be given to the contractor/individual whose primary place of residence or business is in the Town of West Brookfield.

All base rates are total hourly rates including vehicle, operator and accessories.

The snow and ice season shall commence on November 1, 2025, and expire on April 15, 2026. All successful contractors/individuals are expected to have their equipment ready at the beginning of each season.

For the purposes of submitting an application, you should be aware that it is impossible to predict how often and for how long equipment will be used in any given winter season.

Each application submitted shall include:

1. A copy of a valid Massachusetts driver's license for each driver.
2. A copy of vehicle registration.
3. A completed and signed W-9 form.
4. A copy of Certificate of Insurance stating "Contract snow plowing for the Town of West Brookfield"
5. A signed copy of Certificate of Non-Collusion.
6. A signed Worker's Compensation Insurance Affidavit or Certificate of Worker's Compensation Insurance.

Contractors and/or individuals may submit applications for more than one vehicle. A separate application packet must be used for each vehicle.

Completed application packets may be submitted in person at the Highway Department located at the above address Mon-Fri. 7am-3pm, or by mail to PO BOX 521, West Brookfield, MA 01585. Submissions may also be sent via email to agarwood-hampp@wbrookfield.com.

APPLICATION FOR SNOW PLOWING

Please Print or Type

Name: _____ Address: _____

Town: _____ State: _____ Zip: _____

Social Security #: _____ or Fed ID #: _____

Telephone Day: _____ Telephone Night: _____

Cell Phone #: _____ Email: _____

VEHICLE

Make: _____ Model: _____ Year: _____

GVW from Door of Truck: _____

Color: _____ Blade Width: _____ Blade Height: _____

Registration #: _____ State: _____ Expiration Date: _____

Please attach to this application:

- ☐ A copy of current vehicle registration
- ☐ Three (3) signed originals of contract
- ☐ A copy of driver's license
- ☐ A copy of Certificate of Insurance stating "Contract snow plowing for the Town of West Brookfield"
- ☐ A signed copy of Certificate of Non-Collusion
- ☐ A signed copy of Worker's Compensation Affidavit or an Insurance Certificate for Worker's Compensation Insurance
- ☐ A completed and signed W9

I herewith submit the following price based on the established rates:

Rate for Vehicle is \$ _____ per hour

Signature: _____ Date: _____

Owner Operated: YES _____ NO _____

15.0 RATES – EFFECTIVE 2025-2026

Class III: 6 Wheel Truck 16,000 – 23,999 GVW

 9-foot plow and 2-3 CY spreader

\$150.00 per hour

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of person signing the bid)

(Name of business)

SNOW PLOWING AGREEMENT FOR HIRED EQUIPMENT SERVICES FOR THE WINTER SEASON NOVEMBER 1, 2025, THROUGH APRIL 15, 2026

Contractor is herewith retained to supply equipment and personnel for snow removal services, and agrees to price 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 personnel shall be at the owner's sole expense and responsibility. Contractor must provide certificates of insurance evidencing liability, personal injury, property damage and worker's compensation coverage (unless owner is the operator) to the Town indicating that coverage includes "Contract snow plowing for the Town of West Brookfield".
2. All hired equipment must be in good operating condition and must 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 is called provided equipment arrives at the highway garage ready for operation within one hour of the time of the call. If more than one hour passes after the call, compensated time will commence only upon arrival of the equipment.
4. TIMECARDS will be provided, and operators must record their arrival and release times in order to be compensated. The contractor must have a valid Massachusetts drivers license in his/her possession while driving for the Town and have it available to show supervisor. After reporting, all equipment used for snow plowing will be used for a minimum of four hours from the time of call during any one storm. When the work period exceeds four hours, compensation shall be for the actual hours worked from the time of call to the time of release as shown on the timecard, time to be computed to the nearest one-half hour. Payment shall be in accordance with Section 13.0 of the Regulations for Snow Plowing.
5. CONDITIONS are attached hereto and are incorporated into this Agreement by reference. Said rules and regulations are to be observed by all Contractors and their personnel.
6. A copy of the APPLICATION FOR SNOW PLOWING is attached hereto and is incorporated into this Agreement by reference. Compensation to the Contractor will be according to the rate on this Application. Equipment the Contractor provides for plowing must be as stated in the APPLICATION FOR SNOW PLOWING.

7. The Town of West Brookfield Highway Department reserves the right to terminate this Agreement at any time.
8. The Contractor agrees to accept the rate of \$_____ per hour as agreed as full and fair compensation.

FOR THE CONTRACTOR:

Contractors Name: _____ Date: _____

Address: _____

Social Security or FID #: _____

Contractors Signature: _____

FOR THE TOWN:

Board of Selectmen _____ Date: _____

Roland Sickenberger, Chair

Catherine Lamica, Vice Chair

Brad Merkel, Clerk

I certify that appropriation is available for the amount of this Contract.

Donna Allard, Town Accountant

CONDITIONS

1.0 NOTIFICATION

Notification will be made by the Highway Department personnel. Upon notification, all vehicles are to report immediately to the highway garage at 15 Front Street to sign in. Each contractor/individual has the obligation to notify the Highway Department of telephone number changes as to where they can be reached for call-in.

2.0 SIGN-IN

Plow operators must record their start time on timecards at the Highway Garage. Plowing time will start at the time of call. A maximum of one hour will be allowed from the time of call to the time of reporting to the Highway Garage. If the plow operator has not arrived within one hour of call, time will start when the plow operator arrives at the garage. All plow operators must have a valid Massachusetts driver's license in their possession when reporting to plow. Licenses will be spot checked by supervisors. Those without a valid license in their possession will not be allowed to plow.

3.0 ALCOHOL AND CONTROLLED SUBSTANCES

The use of alcohol and/or controlled substances by contractors/operators during snow plowing operations is strictly prohibited. Any contractor/operator suspected of such use by town supervisors will be relieved of duty immediately and may result in termination of contract with the Town.

4.0 SNOW PLOWING

All vehicles will report with full tanks of gas and have chains available when weather requires. 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 plows may not do private plowing while actively on the clock for the Town.

The vehicle, after signing in, will go immediately to the assigned route and commence plowing in the following manner:

- 4.1 Open every street on the route with at least one pass in each direction.

- 4.2 After every street on the route is open, widening out to the edge of pavement or curb shall be done.
- 4.3 At intersections, where possible, plowing should be to the right to minimize the snow remaining in the intersection.
- 4.4 Intersections will be cleaned of snow only after each street has been widened to its maximum width.
- 4.5 When the contractor/individual feels that the route has been properly cleared of all snow, he/she will meet with his/her route supervisor to make sure the route supervisor is satisfied with the route.
- 4.6 All contractor/individual plow drivers will be expected to remain on their routes for the duration of the plowing segment.

5.0 SIGN OUT

Plows must return to the Highway Garage after their route has been satisfactorily cleaned up. If the contractor/individual is not needed on another route, he/she will sign out on their timecard.

6.0 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 more than one hour.

If a vehicle must leave its route for repairs, the Highway Garage shall be notified as soon as possible. Routes that have been assigned two vehicles, each operator must check with the other before leaving the route.

7.0 FUEL

Refueling of vehicles is the responsibility of the owner. Under extreme emergency conditions the Town will, if possible, provide a source of fuel. If it is Town fuel, the cost will be deducted from the bill for the storm.

8.0 BALLAST

Ballast provided by the Town must be returned to the Town or the cost (based on our estimate) will be deducted from the bill for the storm.

9.0 ROUTE SUPERVISORS

Route supervisors are assigned to designated areas of Town. They are to ensure streets are cleared in a satisfactory manner. Route supervisors are to assist the driver if problems arise, keep track of vehicles in

their area and investigate citizen complaints. Route supervisors can reassign any vehicle due to needs in other areas. This reassignment will come from the Highway Superintendent or his designee.

10.0 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 West Brookfield reserves the right to inspect all vehicles for equipment requirements and to ensure all permitted accessories are as represented. Proof of worker's compensation must be provided for any hired drivers.

11.0 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 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 Highway Garage and the police.

12.0 PROPERTY DAMAGE

Each contractor/individual is responsible for the prevention of 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 West Brookfield shall be the responsibility of the contractor/individual.

13.0 PAYMENTS

Each contractor/individual shall be paid at the contract rate for his/her vehicle(s). The contractor/individual shall be paid for the actual number of hours worked plus any time allowed in section 2.0 of these regulations.

Payment will be issued to the Contractor within 30-days of the Town receiving invoices for services.