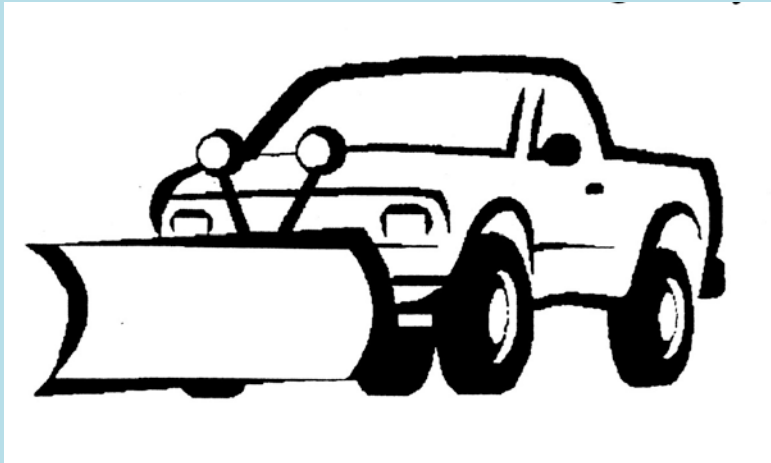


Charles C. Kokoros  
Mayor

**SNOW PLOWING CONTRACT**  
**PACKET 2022 – 2023 SEASON**  
**PACKETS DUE NOVEMBER 18, 2022**



NOTE: This is a contract for snow plowing only.

Contracts for snow hauling, sanding, and salt spreading will be bid separately.  
Please contact the Highway Department for more information.

This is a one-year contract with the Town's option to renew for two additional years.  
Renewals will require updated insurance, operator, and vehicle information.



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**BRAINTREE DEPT. OF PUBLIC WORKS  
HIGHWAY/GROUNDS DIVISION**

---

Mayor Charles C. Kokoros

James Arsenault, Director  
[jarsenault@braintreema.gov](mailto:jarsenault@braintreema.gov)  
Benjamin Hulke, Asst. Director  
[bhulke@braintreema.gov](mailto:bhulke@braintreema.gov)  
David H. McKenna, Asst. Supt.  
[dmckenna@braintreema.gov](mailto:dmckenna@braintreema.gov)  
Walter Sullivan, Asst. Supt.  
[wsullivan@braintreema.gov](mailto:wsullivan@braintreema.gov)  
Nancy Kennedy, Admin Clerk  
[nkennedy@braintreema.gov](mailto:nkennedy@braintreema.gov)

**TOWN OF BRAintree SNOW PLOW RATES - EFFECTIVE 10/1/2018**

<u>Equipment Description</u>	<u>Rate</u>
3/4 Ton 4 X 4 Pickup 9 Ft. Plow	100.00
1 Ton 4 X 4 Pickup 9 Ft. Plow	105.00
6-Wheel Dump Truck, Non-CDL (under 26,000 GVW) 9 Ft. Plow	115.00
6-Wheel Dump Truck, CDL (over 26,001 GVW) 10 Ft. Plow	120.00
10 Wheel Dump Truck/Triaxle	140.00
Skid Steer	115.00
Backhoe 10 Ft. Plow	150.00
Front-End Loader 1-3 Yd. Bucket, 10 Ft. Plow	165.00
Front-End Loader 3-6 Yd. Bucket, 12 Ft. Plow	205.00
Front -End Loader 6 Yd. Bucket Over 12 Ft.-16 Ft. Plow	245.00
Grader-11Ft to 13 Ft Front Plow	225.00
Grader-12Ft Front Plow and a 10 Ft Side Plow	265.00
6- Wheeler w/2 Plows All Wheel Drive	245.00
Bulldozer D6	275.00
Big Load with Snow blower, Cap 2700Ton (Per Hour)	505.00

**\$800.00** Bonus will be paid to Contractor submitting a COMPLETE contract packet including ALL documents prior to NOVEMBER 18, 2022. Bonus will be paid with first invoice of the season.

**\$200.00** "GPS Incentive" will be paid to all contractors this year. All contractors will be required to carry a Town issued phone with GPS App. Incentive will be paid with first invoice of the season.

Snow Hauling and Removal - WILL BE BID SEPARATELY

**TOWN OF BRAINTREE RULES**  
**FOR SNOW PLOWING 2022/2023**

**\*NEW\* All contractors will be required to carry a Town issued phone with GPS App. for roadway compliance mapping.**

- 1. This Proposal consists of providing the Town of Braintree with motor vehicles for the purpose of plowing snow within the limits of the Town of Braintree, at locations determined by the Highway Superintendent, or his designee. All call-ins are at the discretion of the Highway Superintendent or his designee.**
- 2. Contractor must have completed a Snow Plowing packet, with all documents, prior to snow plowing operations. Contractors who submit a completed packet prior to November 18, 2022 will be paid a one-time bonus of \$800.00.**
- 3. All equipment must be available, with properly licensed driver or operator, and fueled at all times *November 18, 2022 through June 30, 2023 subject to inspection and acceptance by Highway/Grounds Superintendent or his designee, each year of this contract.***
- 4. Payment for all operations will be based on arrival of equipment at the Highway Department yard. Fueling of all vehicles is the responsibility of Owner.**
- 5. All prices shall be based on furnishing of labor and equipment in good operating condition, operated and maintained by the Owner. Any equipment not in good operating condition or failure to produce proper license, registration and/or insurance will not be allowed in any snow plowing operations.**
- 6. If any vehicle used in this contract is operated by other than the owner of record, a notarized certification must be submitted by owner indicating authorization of operation of said equipment by operator other than the owner.**
- 7. Only drivers who have been pre-approved by the Town may perform snow plowing operations. No substitutions or additions may be made without pre-approval of the Highway Superintendent and DPW Director. The substitute, if approved, must provide a copy of a valid driver's license or hoisting license (as appropriate). This must be followed up by an actual copy of the RMV driving record within five days of the substitution. No payment will be made to any Contractor while driving records are outstanding.**
- 8. Unavailability of equipment for three (3) or more occasions may subject contractor to termination of contract.**
- 9. Ballast drawn from the Town must be returned.**
- 10. Maximum of one (1) hour will be allowed from time of call to arrival at Town Barn.**
- 11. All equipment must report with full tank of fuel and chains, when weather dictates.**

12. ALL CONTRACTORS MUST REPORT TO HIGHWAY DEPARTMENT OFFICE PRIOR TO PROCEEDING INTO ROUTES NO EXCEPTIONS.
13. WHEN CHANGING DRIVERS, ALL PARTIES MUST REPORT TO THE OFFICE PRIOR TO PROCEEDING INTO ROUTES. ALL DRIVERS & OPERATORS ARE REQUIRED TO PROVIDE COPY OF OPERATOR'S LICENSE.
14. All Contractors with operators of equipment which requires CDL License covered under this contract must submit notarized certification stating compliance with DOT Regulations requiring random Drug & Alcohol test of all such operators.
15. CONTRACTORS MUST REPORT TO FOREMAN OR OTHER HIGHWAY PERSONNEL PRIOR TO LEAVING ROUTES. THIS INCLUDES, BUT IS NOT LIMITED TO, MEALTIMES, FUELING OF VEHICLES, ETC. CONTRACTORS NOT LOCATED IN THEIR ROUTES MAY BE SUBJECT, AT THE DISCRETION OF THE DPW DIRECTOR, HIGHWAY FOREMAN, HIGHWAY SUPERINTENDENT OR HIS DESIGNEE, TO TERMINATION OF CONTRACT.
16. Conventional tires are unacceptable.
17. No Town of Braintree parts, and/or tools are to be used in repairs to Contractors' equipment.
18. Hours and rates must be confirmed prior to leaving the Highway Dept. office at the end of each shift.
19. Invoices must be submitted to Highway Office in order for payment to be made.
20. Insurance Requirements:

Contractor shall maintain the insurance coverage listed below. Contractor is required by this agreement to name the Town of Braintree as an Additional Insured and to provide the Town with certificates of insurance coverage indicating that the Town of Braintree has been added as an additional insured under all insurance coverages required by this contract. Further, Contractor is required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.

  - A. **Required for All:** Automobile Liability in the amount of \$500,000 for bodily injury and property damage per accident. Town of Braintree must be named as Additional Insured for Snow Removal Purposes;  
and
  - B. **Required When Contractor has Employees:** Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

# **SNOWPLOW CONTRACTORS**

## **CONTRACTORS MUST FILL OUT THIS CHECKLIST AND SUBMIT IT WITH CONTRACT PACKET**

**CONTRACTOR NAME:** \_\_\_\_\_

- \_\_\_\_\_ **Contract---Signed by Head of Company** *(Attached)*
- \_\_\_\_\_ **Certificate of Authorization**
- \_\_\_\_\_ **Workers Compensation Affidavit** *(Attached)*
- \_\_\_\_\_ **W-9 Form** *(Attached)*
- \_\_\_\_\_ **List of All Vehicles to be used for Snow Removal Operations** *(Attached)*
- \_\_\_\_\_ **Current Registration for All Vehicles**
- \_\_\_\_\_ **Insurance Certificate, with Town of Braintree named as an Additional Insured for Snow Removal Purposes** (Please check coverage requirements under “Rules for Snow Contracting”)
- \_\_\_\_\_ **Copy of Additional Insured Endorsement Page** *(Sample Attached)*
- \_\_\_\_\_ **Current Massachusetts Drivers’ License for all operators**
- \_\_\_\_\_ **Current Copy of Operators’ Driving Records from the Registry of Motor Vehicles--no substitutions accepted. RMV driving records may be obtained on-line, or in-person at the Registry.**

### **FOR CONTRACTORS WITH VEHICLES 26,000 AND OVER:**

- \_\_\_\_\_ **Notarized Current Certificate of Compliance with D.O.T. Drug and Alcohol Testing Regulations for operation of equipment over 26,001 GVW** *(Attached)*
- \_\_\_\_\_ **Current Hoisting License, for Operators of Vehicles over 26,000 lbs.**

*Please submit one copy of all documents to the Highway Department Office. Once all the Town signatures are obtained, we will give you a copy of the contract package.*

**SNOW PLOWING**  
**CONTRACT BETWEEN THE TOWN OF BRAINTREE**  
**AND**

( \_\_\_\_\_ )

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Town of Braintree, acting by and through its duly elected Mayor (hereinafter, the "Town") and ( \_\_\_\_\_ ), whereby the parties contract for services under the terms and conditions set forth herein.

**I. PARTIES**

The parties to this contract are the Town of Braintree, acting by and through its duly elected Mayor and ( \_\_\_\_\_ ). The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and ( \_\_\_\_\_ ) is a (corporation/sole proprietorship/limited liability company/ partnership)---(CIRCLE ONE) with a principal place of business at ( \_\_\_\_\_ ).

**II. DESIGNATED REPRESENTATIVES**

The Town designates Benjamin Hulke, Asst. Director of Public Works and \_\_\_\_\_ (company name) designates \_\_\_\_\_ (name & title), as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

**III. CONTRACT DOCUMENTS**

The contract documents shall consist of the following:

- 1) This Agreement;
- 2) Town of Braintree Rules for Snow Contracting, dated 2022/2023 and updated as deemed necessary by the Director of Public Works;
- 3) Contractor's Certificates of Insurance with Endorsements.

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties. If the terms of any of the documents are in conflict, the terms of this agreement shall prevail.

**IV. SERVICES**

The scope of services to be provided by Contractor is as follows:  
*Snow plowing for the Town of Braintree.*

**V. QUALITY OF WORK**

Contractor represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. Contractor shall be liable for its services rendered under this Contract.

## **VI. COMPENSATION**

Contractor shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to Contractor.

## **VII. TIME FOR PERFORMANCE**

All services to be performed pursuant to this contract shall be completed by Contractor by October 31, 2023.

## **VIII. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

## **IX. ENFORCEABILITY OF CONTRACT**

This contract is binding upon and enforceable against the Town if this contract is signed by the Mayor, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor. This contract is binding and enforceable against Contractor if signed by their authorized representative.

## **X. ASSIGNMENT**

Contractor shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon Contractor's assigns, transferees and/or successors in interest.

## **XI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## **XII. CONFLICT OF INTEREST**

Both the Town and Contractor stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, Contractor certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

## **XIII. INSURANCE**

**Contractor shall maintain the insurance coverage listed below. Contractor is required by this agreement to name the Town of Braintree as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Braintree has been added as an additional insured under all insurance coverages required by this contract. Further, Contractor is required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.**

**Required for All:** Automobile Liability in the amount of \$500,000 for bodily injury and property damage per accident;

**and**

**Required When Contractor has Employees:** Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Contractor to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the Contractor's liability for any damages arising from the Contractor's performance of services under this contract.

The Contractor is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Contractor shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the Contractor shall provide the Town of Braintree with a new certificate of insurance coverage.

#### **XIV. INDEMNIFICATION**

Contractor hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of Contractor's performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

#### **XV. TERMINATION**

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. (Contractor) shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

#### **XVI. BREACH OF CONTRACT**

Failure of Contractor to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if Contractor cures said breach within the fourteen day period.

#### **XVII. CERTIFICATION OF TAX COMPLIANCE**

The undersigned certifies that Contractor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A.



**XVIII. NON-COLLUSION**

The undersigned certifies under penalties of perjury that this contract is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

For Contractor\*:

For the Town of Braintree:

\_\_\_\_\_  
(Signature, Title)  
Date: \_\_\_\_\_

\_\_\_\_\_  
Charles C. Kokoros, Mayor

\_\_\_\_\_  
Nicole Taub  
Chief of Staff and Director of Operations  
Town Solicitor

Approved As to Form:

Recommended by:

\_\_\_\_\_  
Nicole Taub/Crystal Huff  
Town Solicitor

\_\_\_\_\_  
James Arsenault, P.E.  
Director of Public Works

Approved as to Available Funds

\_\_\_\_\_  
Mark Lin, Town Accountant  
Account No.: 0140011 538007  
Purchase Order No.: \_\_\_\_\_

*\*Must be signed by the Company Owner, or by a Corporate Officer as Listed with the MA Secretary of State.*

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, \_\_\_\_\_ is: (CHECK ONE)  
(Name of Company/Consultant/Corporation)

\_\_\_\_\_ A. a corporation formed and existing under the laws of the state of \_\_\_\_\_, and pursuant to the corporate by-laws, \_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

\_\_\_\_\_ B. a limited liability company or a partnership formed and existing under the laws of the state of \_\_\_\_\_, and pursuant to the limited liability company agreement or partnership agreement, \_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

\_\_\_\_\_ C. is a sole proprietorship owned and operated exclusively by the undersigned.  
\_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

\_\_\_\_\_  
Signature: \_\_\_\_\_ (date)  
**(Must be signed by Corporate Officer, Partner, or Sole Proprietor)**

\_\_\_\_\_  
Print Name of Above

\_\_\_\_\_  
Title



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 Office of Investigations  
 600 Washington Street  
 Boston, MA 02111  
 www.mass.gov/dia

**Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers**  
**Applicant Information** **Please Print Legibly**

Name (Business/Organization/Individual): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Are you an employer? Check the appropriate box:**

- |  |   |
|--|---|
| <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"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †</p> | <p>4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡</p> <p>5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]</p> |
|--|---|

**Type of project (required):**

6.  New construction
7.  Remodeling
8.  Demolition
9.  Building addition
10.  Electrical repairs or additions
11.  Plumbing repairs or additions
12.  Roof repairs
13.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attach an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

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

Insurance Company Name: \_\_\_\_\_

Policy # or Self-ins. Lic. #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Job Site Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**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 #: \_\_\_\_\_

*Official use only. Do not write in this area, to be completed by city or town official.*

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector  
 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____	
<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-				-		
Employer identification number									
			-						

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**LIST OF VEHICLES USED FOR SNOW REMOVAL: TOWN OF BRAINTREE**

**CONTRACTOR NAME:** \_\_\_\_\_

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>PLATE #</u>	<u>GVW</u>

Any Additions to this list must be approved by the Highway Superintendent. If added vehicle approved, a Certificate of Registration for the vehicle must be supplied.

In addition to The Town Of Braintree being listed as Additional Insured on the policy,

**The Additional Insured Endorsement Page:**

\_\_\_\_\_ Must be on Insurance Company Letterhead and/or have Insurance Co. Stamp with Signature

\_\_\_\_\_ Must Include the Name of Snow Plow Operator or Company

\_\_\_\_\_ Must Include the Insurance Policy Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MASSACHUSETTS**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Changes in Liability Coverage:**

Who Is An Insured is changed to include the person or organization named in this endorsement, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto."
2. Any other person, while using a covered "auto" with your permission.

Additional insured:

TOWN OF BRAINTREE  
1 JFK DRIVE  
BRAINTREE, MA 02184

*Sample*

Commerce Insurance Insurance Name  
Policy # [redacted] Policy Number  
[redacted]

THE [redacted] INSURANCE COMPANY

Insurance Signature

**COPY**



Name of Insurance Company

Endorsement Number: 5

Name of Snow Plow Operator or Company

**Automatic Additional Insured – Owners, Lessees or Contractors**

This endorsement, effective 12/01/2012, attaches to and forms a part of Policy Number [redacted]. This endorsement changes the Policy. Please read it carefully.

Insurance Policy Number

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

Sample Additional Insured Endorsement Page



For Contractors with Vehicles 26,001 lbs. And over

To:

Town of Braintree Dept. of Public Works  
Highway/Grounds Division  
245 Union Street  
Braintree, MA 02184-4905

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

Please be advised that \_\_\_\_\_  
is in compliance with D.O.T. Regulations regarding the testing of Drug and Alcohol for  
operators of equipment in excess of 26,001 GVW and all operators have undergone testing in  
accordance with these regulations.

I certify that the above statement is true and signed under the pains and penalties of perjury.

\_\_\_\_\_  
Signature of Authorized Representative (date)

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

\_\_\_\_\_  
Expires