



## **P.J. KEATING COMPANY**

Asphalt and Crushed Stone

998 Reservoir Road • Lunenburg, Massachusetts 01462

Tel: (978) 582-5229 • Fax: (978) 582-7027

Please review the following agreement and understand that P.J. Keating Company will not accept any agreement that has been altered and will not accept any modifications that have been made to the attached agreement. If your insurance carrier needs specific information or would like to discuss the outlined requirements, please have them contact P.J. Keating directly.

**Renewable Trucking Agreement** – must be accompanied with a certificate of insurance. Please make sure that the enclosed agreement is signed where indicated before returning it to P.J. Keating Company.

**Certificate of Insurance** - P.J. Keating Company Inc. must be named as “Additional Insured” on each of the coverage’s required except for Worker’s Compensation. All vehicles and equipment must be listed with year, make, and model. The insurance limits outlined in the agreement shall be written on a per occurrence basis. The written endorsement can be placed in the description box on the certificate and must include that the Hired Truckers liability insurance be primary and the liability of P.J. Keating Company be secondary. All requirements outlined in this paragraph can be found under **section 4** of the **Renewable Trucking Agreement** and a sample certificate is also attached.

	<b><u>Owners with multiple trucks/drivers</u></b>
<b><i>GENERAL LIABILITY</i></b>	\$1,000,000 each occurrence \$2,000,000 General aggregate
<b><i>AUTOMOBILE LIABILITY</i></b>	\$1,000,000 each accident
<b><i>WORKERS COMPENSATION</i></b>	W/C statutory limits \$1,000,000 E.L - each accident \$1,000,000 E.L – each employee \$1,000,000 E.L – disease – Policy Limit
	<b><u>Owner/Operator</u></b>
<b><i>GENERAL LIABILITY</i></b>	NOT REQUIRED
<b><i>AUTOMOBILE LIABILITY</i></b>	\$1,000,000 each occurrence
<b><i>WORKERS COMPENSATION</i></b>	NOT REQUIRED

### **REQUIRED FOR ALL HIRED HAULERS**

#### ***DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES SECTION***

- P.J. KEATING MUST BE LISTED AS AN ADDITIONALLY INSURED

#### ***CERTIFICATE HOLDER***

P.J. KEATING COMPANY  
998 RESERVOIR RD  
LUNENBURG, MA 01462



*An Oldcastle Company*



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**Scuttle Plugs** – All paving Tri-axes must use scuttle plugs. Enclosed in this package is a copy of a scuttle plug design, as required.

**Compliance for Canvas** – The canvas must be made of solid material and meet Massachusetts Highway Department DOT Specifications for hauling Bituminous Concrete. You can contact P.J. Keating Company, who will help refer you to an appropriate vendor.

**Overweight Permits Required** – **Every truck will be required** to have overweight permits for Massachusetts and New Hampshire or Rhode Island based upon your home plant prior to the start of employment. Permits shall be for the maximum allowed under law.

**Safety Requirements** – As a hired hauler for P.J. Keating Company, we ask that you abide by State Regulations/DOT Regulations and / or P.J. Keating Company safety policies. To haul on state projects on the Interstate Highway System, we require that you have “Construction Vehicle Do Not Follow” signs, strobes or beacon lights, properly functioning back-up alarms and OSHA 10 certification. *If you are on one of these projects and are not equipped with these safety items, a P.J. Keating Foreperson, Project Manager, Safety Manager or State Inspector has the authority to take you off the haul until such time as you have complied with the above listed items.*

**Federal or State Funded Projects** – A new regulation effective July 2006 requires that anyone working on any Federal or State Funded project needs to have an OSHA 10 Hour Certification Card. If you are sending your application in for the first time you must submit copies of your drivers certification cards to be maintained in your onsite files. Failure to have this certification may limit the use of your equipment during the season. P.J. Keating Company holds OSHA certification classes on an as needed basis. If you do not have your OSHA 10 Certification please let the site dispatcher know that you are interested in attending the next scheduled class.

**Certified Payroll** – ALL Hired Haulers must meet all prevailing wage laws applicable to Massachusetts public works construction project under Mass Gen. L.c. 49 26-27D. Haulers working on bituminous concrete paving jobs should be aware that Massachusetts law requires the Hauler to pay their truck driver employee(s) hauling bituminous concrete to a public works job site the prevailing wage rate for the time the driver is on the job site, though not for the time such driver employee is over the road. By contrast, under Massachusetts law Companies must pay their driver employee(s) hauling gravel or fill to public work job sites the prevailing wage for both on-the-job and over-the-road time. Haulers must submit weekly certified payrolls to P.J. Keating Company to demonstrate their compliance with the Massachusetts prevailing wage law. Hauler shall submit prevailing wage documentation on State approved forms.

**P.J. Keating Daily Truck Report** – It is the driver's responsibility to properly complete a daily truck report with specified date, start and stop times, company name, truck number, job information (this information is found on your copy of delivery ticket) hauled to, proper column(s) marked, hourly, rental, certified etc., downtime, delays and reasons (in the comment section). The white copy of each daily report MUST be returned to our scale locations daily and must be signed by P.J. Keating Personnel. The





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driver retains yellow copy for hauler records. These reports **must** be returned and properly completed on a daily basis for your payroll to be processed.

- **Haulers who perform hourly rentals to our customers MUST pass white copy into P.J. Keating Company within a week; otherwise you will not be paid for the work.**
- **Haulers have 60 days from date of performance to pass in or dispute truck reports for payment. We will no longer accept paperwork passed in after this time.**

**Near Misses, Accidents, and damage** – Must be reported *immediately* to the job foreman and transportation manager. Please forward pictures, documentation, etc., to the transportation manager as soon as it is available to be recorded by company standards.

**NOTE:** Speeding tickets, tolls, fines, accidents, liabilities, etc. incurred, while in our employ, will be your responsibility. **Please remember all Federal, State and Local laws must be adhered to.**

**\*\*All application requirements are to be passed in before our seasonal work begins. Failure to do so will result in a delayed start for your company.**

Sincerely,

P.J. Keating Company  
Transportation Department



*An Oldcastle Company*



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# Checklist

The following items listed must be returned with your application prior to PJ Keating Company processing it for approval to hire.

### **Application Requirements:**

- ☐ Renewable Trucking Agreement and Contractor Safety Checklist filled out - signed and dated.
- ☐ Truck Information Form
- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Tablet agreement – signed and dated.
- ☐ Certificate of General and/or Auto Liability insurance to include all the information as listed on the “Insurance Requirements” section in your package. Certificate for Worker Compensation insurance, if applicable.
- ☐ Copies of OSHA-10 cards for each owner operator and/or drivers – If we **DO NOT** already have it
- ☐ Copies of Massachusetts and New Hampshire overweight permits for the tri-axle and/or tractor and trailer. If your company has overweight permits in any other states or for the Mass Turnpike please forward these copies as well.

### **Truck Requirements:**

- ☐ A US DOT Number
- ☐ No Pintle Hooks.
- ☐ All trucks working for our company must have the following lettering, decals or sign stating, “Construction Vehicle, Do Not Follow” on the tailgate.
- ☐ A solid asphalt canvas and an apron on the tailgate
- ☐ A PJ Keating truck number should be decaled or painted on the driver & passenger side lower front left corner of the dump body and on the upper part of the tailgate. (These PJ Keating truck numbers will be assigned for each truck signed on by your company after your application is processed.)

If you have any questions, please contact Bruce Walker, Transportation Manager at 978-833-3346.



*An Oldcastle Company*

EQUAL OPPORTUNITY EMPLOYER

## TRUCKING AGREEMENT

This Trucking Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by P.J. Keating Co. ("Contractor") and \_\_\_\_\_ ("Hauler").

**1. TERM:** Hauler agrees to furnish the hauling and trucking services ("Services") requested by Contractor during the following period of time: **April 1, 2016 to March 31, 2017** in accordance with the provisions of this Agreement. The Services will be performed at the locations designated by Contractor and at the prices set forth in **Schedule 2** or as may be mutually agreed upon by the parties in writing. This Agreement shall automatically renew for successive 1-year terms, unless Contractor or Hauler terminates this Agreement by providing the other party written notice of non-renewal prior to the current term expiration.

**2. NON-EXCLUSIVITY:** This Agreement shall not constitute an exclusive arrangement. Contractor shall remain free to engage other persons or entities to perform hauling and trucking services. Hauler shall remain free to perform hauling and trucking services for any other person or entity.

**3. SAFETY; COMPLIANCE:** In the performance of this Agreement, Hauler shall, at no additional cost to Contractor, comply with Contractor's safety rules and regulations, including those on **Schedule 1** hereto, and with all applicable laws, rules, regulations, and ordinances of any nature whatsoever, including but not limited to: employment discrimination, wage and hour, drug-free workplace, OSHA, MSHA, Motor Vehicle Safety, weight limits and environmental laws. **Hauler has a duty to monitor all applicable weight regulations and no driver shall leave or enter Contractor's property or projects with an overweight or unsecured load. Hauler shall also securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.** In connection with the performance of Services, Hauler shall, and shall cause its suppliers and subcontractors to abide by the CRH Supplier Code of Conduct which can be viewed at <http://www.crh.com/our-group/our-people/corporate-governance/codes-of-conduct>. When performing the Services, Hauler and its employees shall act in a professional manner at all times.

**4. INSURANCE:** Hauler shall provide and maintain worker's compensation, general liability, automotive liability, and property damage insurance, written by insurers acceptable to Contractor. The minimum required limits and coverages required are as follows: Workers Compensation Coverage A - Statutory Limits; Workers Compensation Coverage B - \$1,000,000 per occurrence; Auto Liability - \$1,000,000 Combined Single Limit; General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate; and Excess Umbrella coverage with minimum limits not less than \$1,000,000. All policies, except for worker's compensation policies, shall name Contractor as an additional insured with primary coverage and shall, to the fullest extent permitted by law, defend, indemnify and protect Contractor from all claims, expenses and liabilities in any way related to or arising out of (i) the Services; (ii) any breach of this Agreement; or (iii) any act or omission of Hauler or any person or entity performing Services directly or indirectly on behalf of Hauler. Contractor's coverage shall be non-contributory. To the extent permitted by law, all insurance shall expressly provide that all rights of subrogation against the Contractor are waived and that no amendment or cancellation of any policy shall be effective until 30 days' written notice to Contractor. Before providing the Services and upon Contractor's request, Hauler shall provide Contractor with certificates evidencing the required insurance coverage. Contractor's payment to Hauler prior to receipt of the certificates shall not diminish Hauler's duty to maintain the required insurance and Contractor shall not have waived any rights by allowing Hauler to perform Services prior to supplying the certificates.

**5. INDEMNITY:** To the fullest extent permitted by law, Hauler shall defend, indemnify and hold Contractor, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) the performance of the Services; (ii) any breach of this Agreement; or (iii) any act or omission by or on behalf of Hauler, its employees, and agents. These defense and indemnity obligations are in addition to, and in no way limited by, Hauler's duty to provide insurance. When required by law, Hauler's indemnification obligation shall be limited to \$5,000,000 and the parties agree that said amount bears a reasonable commercial relationship to the work related to this Agreement.

**6. LIENS & COSTS:** Hauler shall obtain and pay for all fuel, materials, labor, permits, licenses, and inspections related to the Services. All funds paid by or to Contractor for Services shall be deemed in trust for the payment of all labor and materials supplied in the course of Hauler's performance of the Services. The funds shall not become Hauler's property until full payment is made for all such labor and materials. Any damages recoverable by Contractor from Hauler shall bear interest at the annual rate of 18%, or the highest rate permitted by law, whichever is lower.

**7. INDEPENDENT CONTRACTOR; CONTROL OF SERVICES:** Hauler agrees that it is, and will remain throughout the life of this Agreement, an independent contractor solely responsible for performing the details of the Services, and an employing unit subject to and in compliance with all applicable tax, unemployment compensation, worker's compensation and other laws, including all recordkeeping, wage payment, payroll withholding, and all other requirements for full compliance. Hauler shall provide proof of such compliance upon Contractor's request. Contractor and Hauler agree that Contractor has no right to control the manner in which the Hauler performs the Services hereunder. Hauler shall also provide proof of its experience and qualifications upon Contractor's request.

**8. FLOW-DOWN:** In the event that Services are performed in connection with Contractor's performance of a contract with a third party, the provisions of that contract (including flow-down provisions) are incorporated into this Agreement by reference and Hauler shall fully comply with such provisions. If Hauler is required to obtain any prequalification in order to perform the Services, Hauler shall promptly obtain all required prequalifications.

**9. SUBCONTRACTING:** Hauler shall not subcontract the performance of any of the Services prior to obtaining Contractor's advance written consent. If Hauler is authorized to subcontract any of the Services, Hauler shall continue to be responsible for the performance of the Services and the terms of this Agreement.

**10. ASSIGNMENT & MODIFICATION:** This Agreement and any payments related to the same may not be assigned by Hauler to any person or entity without Contractor's advance written consent. Further, this Agreement sets forth the complete agreement of the parties with respect to the Services and any modification of the Agreement must be in writing and signed by both parties.

**11. CONFIDENTIALITY:** Hauler shall treat Contractor's business information, including Contractor's products and customers, as confidential information and shall not disclose the information to any third party.

**12. MONITORING:** Hauler shall closely monitor the drivers and vehicles used in the performance of this Agreement so that the drivers and vehicles comply with all applicable regulations.

**13. ENFORCEABILITY:** If any provision of this Agreement is found unenforceable by any arbitrator or court, Contractor and Hauler agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Agreement shall not be affected by the modification of such provision.

**14. DISADVANTAGED BUSINESS ENTERPRISE:** If Hauler is to perform as a Disadvantaged, Small, Minority or Female-Owned Business Enterprise ("DBE"), Hauler (i) shall ensure that all Services it undertakes in this Agreement are performed and supervised by Hauler's own forces, except for Services subcontracted to others with Contractor's prior written consent, and (ii) shall comply with all applicable federal, state, and local laws, regulations or ordinances governing the Hauler's performance and continuing certification as a DBE so that its performance will count toward Contractor's DBE requirements in the Contract.

**15. MANDATORY BINDING ARBITRATION:** ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE STATE AND COUNTY OF CONTRACTOR'S OFFICE. THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT DOCUMENTS, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.

**16. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**17. COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as an original.

**18. SCHEDULES.** The following documents are attached hereto and incorporated into the Agreement:

Schedule Number	Description of Schedule	Included (Yes/No)
1	Safety Policy & Operating Requirements	Yes
2	Pricing Schedule	Yes
3	FWHA Form 1273 – Required Contract Provisions Federal-Aid Construction Contracts	
4	VEVRAA – Section 503 Clause	
5	State Specific Provisions	

Contractor and Hauler have executed this Agreement on the date written above.

**HAULER:**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Hauler Address: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE 1

### SAFETY POLICY & OPERATING REQUIREMENTS

All persons visiting Contractor's facilities or projects must comply with the following safety rules in addition to any safety regulations imposed by law. These rules are not intended to encompass every conceivable situation or to contradict any applicable laws, legal duties, or more stringent site-specific rules. As a result, these general safety rules should always be considered subject to such laws, duties, rules and the exercise of reasonable judgment.

1. **MAINTAIN AWARENESS OF THOSE AROUND YOUR VEHICLE AT ALL TIMES.**
2. Establish and maintain eye contact with anyone directing you while backing. **IF, AT ANY TIME, YOU LOSE SIGHT OF ANY PERSON AROUND YOUR VEHICLE, THEN YOU SHOULD STOP IMMEDIATELY.** Do not continue backing until you have located this person and are assured that there is no one else behind your vehicle. You can NEVER assume that a person around your vehicle has seen you or heard you, and you can NEVER assume that anyone will get out of the way. It should be second nature for you to stop in this situation and to remain stopped until it is clearly safe to proceed. **WHEN IN DOUBT, STOP.**
3. An "observer" (also known as a backer or spotter) must be guiding you whenever you are backing. In such situations, a backer should be guiding you the entire time—no matter how little or how far you are backing. If, at any time, a backer is not guiding you as you are backing toward a material transfer vehicle, then you should stop backing immediately.
4. All vehicles with obstructed rear views must be equipped with reverse signal alarms (also known as backup alarms). All such alarms must be in proper working condition and loud enough to be heard above the surrounding noise level. Although backup alarms are meant to warn others that you are moving in reverse, they do not guarantee that everyone will see you, hear you, or get out of your way, nor do they guarantee that all "blind spots" behind your vehicle are clear. Therefore, it is extremely important to STOP and ask for assistance if you need help while backing. Remember: **WHEN IN DOUBT, STOP.**
5. You must obey all speed limits and other traffic control at all facilities.
6. Your headlights must be on at all times, day or night.
7. Do not leave your vehicle unattended, unless it is absolutely necessary. When you do determine that it is absolutely necessary to leave your vehicle unattended, check to ensure that your vehicle is properly secured and that it is safely located.
8. Use extreme care when entering and exiting all facilities and projects.
9. Do not use cell phones or other communication devices at all, unless you are (1) in a building or trailer, (2) in a properly secured, safely located, and completely stopped vehicle that is not performing or waiting to perform operations (for example, you may not use cell phones while loading, unloading, or waiting to load/unload), or (3) receiving, or responding, to instructions related to the work at hand (but only if it is safe to do so).
10. Familiarize yourself with the area in which you are operating your vehicle by becoming aware of, among other things: overhead wires/power lines that could be struck by any part of your vehicle.
11. **Hauler shall clean all tailgates and securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.**
12. If Hauler fails to require its driver(s) to comply with Contractor's safety and operating requirements, this Agreement shall be terminated upon written notice.
13. **ACCIDENT/SPILL REPORTING:** Any accident with another vehicle or stationary object, or any material spill while laden with Contractor's products must be reported to the Contractor immediately. Any accidents or spills should first be reported to the proper authorities.
14. **Hauler shall comply with all applicable weight regulations and inspect all loads prior leaving or entering Contractor's projects or facilities. No driver shall leave or enter Contractor's projects or facilities with an overweight, unsecured or unsafe load.**
15. **PERSONAL PROTECTIVE EQUIPMENT:** Hauler shall instruct and require all of its employees to comply with Contractor's Personal Protective Equipment ("PPE") requirements. The PPE requirements include the following:

Job/Operation	Type of Hazard(s)	PPE Required
Driver	Head Hazard – impact	Hard Hat
Driver	Foot Hazard – impact	Steel Toe Shoes
Driver	Face/Eye Hazard – impact & dust	Safety Glasses
Driver	Skin Hazard - abrasion	Sleeved Shirt & Long Pants
Driver	Face – liquid spray	Face Shield
Driver	Hands – abrasion & burns	Gloves (Elbow Length–Liquid AC)

## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

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

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**P.J. KEATING COMPANY**

Asphalt and Crushed Stone

998 Reservoir Road • Lunenburg, Massachusetts 01462

Tel: (978) 582-5229 • Fax: (978) 582-7027

Please Check One:

☐ New Direct Deposit Authorization ☐ Change in Direct Deposit Authorization ☐ Terminate Direct Deposit Authorization**AUTHORIZATION AGREEMENT FOR AUTOMATIC CREDITS AND DEBITS**

I, \_\_\_\_\_, as \_\_\_\_\_ of (VENDOR NAME), having a mailing address of \_\_\_\_\_ ("VENDOR") hereby authorizes P J KEATING COMPANY, with a mailing address of **998 RESERVOIR ROAD, LUNENBURG, MA 01462**, to initiate credit entries and any necessary adjustments for any credit entries made in error to the bank account indicated below and authorize the depository financial institution named below (the "Depository") to credit or debit the same to such account for payments due to Vendor by Company.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Depository Transit/ABA Number\* \_\_\_\_\_

Account Number \_\_\_\_\_

*(Note: Be sure to attach a pre-printed, voided check – NO DEPOSIT SLIPS!)*

This authority is to remain in full force and effect until Company or Vendor has terminated this Agreement by providing the other party written notice of its decision to terminate this Agreement. Upon termination of this Agreement by either party, Company shall be allowed a reasonable amount of time to discontinue electronic payments to Vendor which in no case shall take any longer than thirty (30) days from the date of termination notification. If Vendor's bank information changes, Vendor agrees to submit an updated Agreement for Automatic Credits and Debits.

Company shall not suffer any penalty or late fee with respect to any electronic payment that was initiated properly and prior to or on any given due date to the extent its completion and/or receipt is delayed because of failure or delay by the funds transfer system that could not be anticipated by Company or due to rejection by Vendor's depository financial institution or any condition beyond Company's control, including but not limited to Acts of God; mechanical, electrical, or equipment failure or damaged magnetic tapes.

Any cost or charge for any electronic transfer charged by Vendor's depository financial institution shall be incurred by Vendor.

All notices or other communications required under this Agreement, shall be in writing and shall be delivered (a) by nationally recognized next business day delivery service, or (b) by certified U.S. Mail, all postage and any other costs prepaid, to the address of the party being given notice set forth in, the first paragraph hereof or to such other address as a party may furnish in writing to the other party. Notices will be deemed given (x) if sent by nationally recognized next business day delivery service, on the first business day after so send, and (y) if delivered by certified mail, on the third (3<sup>rd</sup>) business day after so sent.

Any and all rights and obligations of Company under this Agreement may be assumed by any subsidiary or affiliate company of Company (including any successor company, whether by merger, consolidation or reorganization) without prior written consent of vendor.

**IN WITNESS WHEREOF**, Vendor has executed this Agreement on the date set forth opposite the signature of Vendor's authorized representative.

Vendor Name \_\_\_\_\_ Tax ID No. \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_



An Oldcastle Company

**PJ Keating Company**  
**Truck Information Sheet**

<b>Company Name:</b> _____		<b>Mailing Address:</b> _____	
<b>Phone Number:</b> _____		<b>City &amp; State:</b> _____	
<b>Carrier: (Please Circle)</b> Sprint    Verizon    AT&T    Boost    T-Mobile		<b>Zip Code:</b> _____	
<b>Other, if not listed:</b> _____		<b>St. Address if Different:</b> _____	
<b>E-Mail:</b> _____		_____	
<b>Notification Preference: (Please circle)</b>	<b>Text</b>	<b>Email</b>	<b>Please submit copies of all permits that are checked (Y) below</b>
<b>Are you an owner operator? (Please circle)</b>	<b>Yes</b>	<b>No</b>	
<b>Fill out form completely and accurately for each truck owned</b>			

PJK Truck #	Truck Type*	Driver's Name & Phone #	OSHA Trained (Y/N)	Truck Availability Please Circle	Body Type Please Circle	# Of Working Scuttles	Heated Body (Y/N)	Pintle Hook (Y/N)	Barn Door (Y/N)	Apron (Y/N)	Solid Asphalt Canvas (Y/N)	Rosphalt Canvas (Y/N)	MA Overweight (Y/N)	RI Overweight (Y/N)	NH Overweight (Y/N)	Asphalt Carrier (Y/N)	Mass Pike Permits
				Full-Time Part-Time	Rock Steel Alum												
				Days Nights Both	Rock Steel Alum												
				Full-Time Part-Time	Rock Steel Alum												
				Days Nights Both	Rock Steel Alum												
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\* Truck Type: TT=Dump Trailer • LBT=Live Bottom Trailer • TRI=Dump Triaxle • LBTRI=Live Bottom Triaxle

## Safety Reminders

- ☐ Know and observe the traffic pattern at the work zone and plant. Plant site maps are available at the scale house.
- ☐ Ensure tailgate latch is locked and safety chains are fastened prior to loading.
- ☐ Use extreme caution when entering, or exiting a work zone and when backing.
- ☐ Always have a working backup alarm that is audible above the surrounding noise levels.
- ☐ Look for overhead structures, traffic signals, electrical or telephone wires, and tree limbs that could be contacted by the haul vehicle body when raised.
- ☐ Wear proper personal protection equipment when working with HMA and within a work zone.
- ☐ Use of headlights is recommended at all times.
- ☐ Perform routine maintenance of the haul vehicle. Inspect the haul vehicle daily to ensure the taillights and turn signals are operational. Check that the brakes, tires, and suspension are in roadworthy condition, and that there are no leaks or broken seals.
- ☐ Make sure you have a balanced load and are not overloaded.
- ☐ Know and obey state and local traffic laws and be a courteous driver.
- ☐ Follow the posted speed limits within the P.J. Keating Company facility and within the work zone.



Truckers hauling P.J. Keating Company materials to any of our projects are responsible for ensuring the hot mix asphalt (HMA) is delivered in satisfactory condition.

The following procedure will be followed at all times to ensure the HMA is delivered in satisfactory condition.

1. ***The bed of the haul vehicle (truck, trailer, or live bottom) shall be free of all debris from the previous use before HMA is placed in it.*** The bed shall be reasonably smooth and free from any major indentations or depressions where the release agent or HMA could accumulate. Scuttle door plugs are required and shall be used when appropriate.
2. Once the bed of the haul vehicle is clean, it shall be coated with a release agent to prevent the HMA from sticking to the bed. A release agent and spray rack is provided at each plant. The release agent provided by P.J. Keating shall be used, without exception. If you are unfamiliar with the location or operation of this equipment, or if you have specific questions regarding the release agent used, please ask plant personnel for assistance. The release agent shall be sprayed uniformly over the sides and bottom of the bed. Use the minimum quantity necessary to cover the surface area of the bed without runoff. Any excess release agent used shall be drained from the bed before loading the HMA.

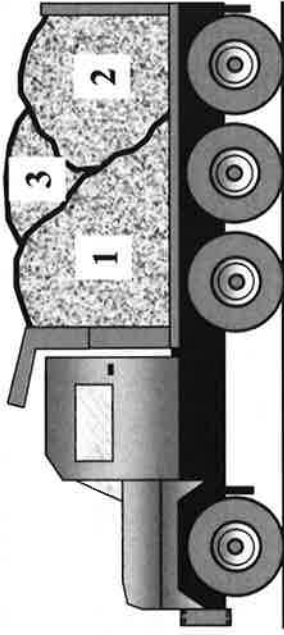
### ***Use of Diesel Fuel as a Release Agent on any Part of the Truck Will Not Be Tolerated***

Diesel fuel reduces the long-term performance of HMA it comes in contact with. Additionally, diesel fuel can contribute to environmental problems as it evaporates or soaks into the ground.

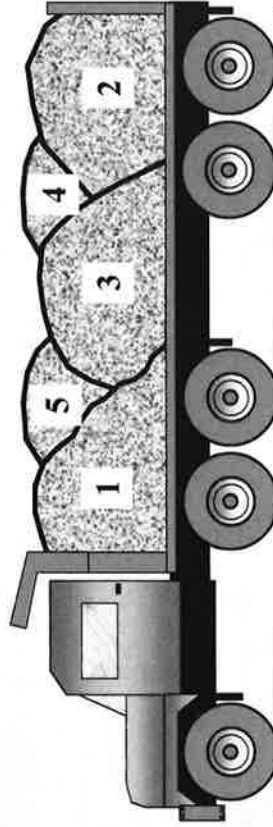
3. A primary objective of the haul vehicle loading operation is to get the vehicle filled with HMA and on its way to the paver as quickly as possible. This objective needs to be balanced with safety concerns as well as the need to minimize mix segregation that can occur during the loading process. ***Proper loading procedure requires that multiple drops of HMA be made into the haul vehicle.*** While not totally eliminating the potential for segregation, multiple drops will help keep the HMA consistent in gradation throughout the load.

## Loading From Storage Silos

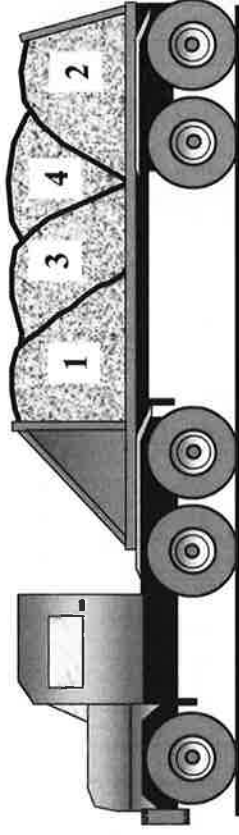
**10 Wheel and Tri-axle Trucks** – Will be loaded with 3 drops from the silos in the following manner: first drop at the front of the truck, second drop at the back of the truck, third drop in the middle of the truck. While each drop is placed in the truck, the truck shall not move. Only move the truck between drops. If you need help, assistance can be provided.



**Trailers** – Will be loaded with 5 drops from the silos in the following manner: first drop at the front of the trailer, second drop at the back of the trailer, third drop in the middle of the trailer, fourth drop between the second and third drops, fifth drop between the first and third drop. While each drop is placed in the trailer, the haul vehicle shall not move. Only move the haul vehicle between drops. If you need help, assistance can be provided.



**Live Bottoms** – Will be loaded with 4 drops from the silos in the following manner: first drop at the front of the trailer, second drop at the back of the trailer, third drop next to the first drop, fourth drop between the third and second drops. While each drop is placed in the trailer, the haul vehicle shall not move. Only move the haul vehicle between drops. If you need help, assistance can be provided.



**Proper positioning of the haul vehicle is essential to ensure the drops at the front and back of the haul vehicle actually contact the front and back of the haul vehicle.** These loading techniques will help ensure the first material discharged to the paver will be good, and any segregated coarse material will be intermixed throughout the entire load.

## Loading From Pugmills

The same multiple drop procedures discussed above will be used. However, the total number of drops may need to be adjusted to accommodate the capacity of the haul vehicle.

1. Solid canvas covers are required to protect the mix from the elements and shall be placed on the load as soon as possible. **The covers shall be of sufficient size to completely cover the load and be in good condition with no holes or tears.** No exceptions to this are allowed. Fishnet or non-solid canvas covers are not allowed. **Do not remove the cover until just before the HMA is unloaded into the paver hopper.**
2. Haul vehicles shall stop short of the push rollers on the front of the paver. Once the haul vehicle has come to a stop, and the driver has released the brakes, the paver operator will pick up the haul vehicle. **Pay close attention to the instructions given by the paving crew when backing into position in front of the paver.**
3. When unloading into a paver hopper, it is important to discharge the material as a mass. **Do not dribble material into a paver.** The bottom of the truck bed must be in good condition and lubricated so the entire load will slide rearward. Discharging from the haul vehicle in a mass floods the paver hopper and minimizes the break and run of material that may occur between the tailgate and the paver hopper.
4. **Once empty, move out of the paver so the next haul vehicle can get into position to dump before the paver is empty.** Proceed to the project clean out area to prepare the haul vehicle for the return trip to the plant.

**THE COMMONWEALTH OF MASSACHUSETTS  
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION  
District Four  
INTEROFFICE MEMORANDUM**

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TO: Resident Engineers, Area Engineers and Plant Inspectors  
THRU: Paul Maloy, P.E., District Construction Engineer  
FROM: Albert Kwok, District Materials Engineer  
DATE: October xx, 2015  
SUBJECT: **Zero Tolerance to the Use of Petroleum Products during the HMA/WMA Materials  
Manufacture, Loading, Transportation and Field Placement**

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MassDOT has zero tolerance for the use of unapproved petroleum products (e.g. diesel fuel, kerosene, etc.) as release or cleaning agents in the manufacture, loading, transporting and placement of HMA/ WMA materials. The Quality Control Manager of each producer / project shall make every effort to ensure conformance of this requirement. Equipment to be used for making, transferring, hauling or placing of HMA/WMA materials shall be inspected by QC personnel per approved QC Plan and HMA Pavement Specification 450. Contaminated haul unit shall not be allowed to return. Haul unit with repeated violation will be banned from all HMA/WMA producers within District 4. Any violations of this policy shall be reported to the District and subject to the following actions:

Violations during loading at the plant and transportation by a haul unit:

**First violation** – The haul unit together with the HMA/WMA materials shall be rejected and a warning will be issued to the project.

**Second violation** - The shipping of HMA/WMA materials to the same project shall be suspended immediately until a written corrective action plan is proposed and approved by the District.

Violations for field equipment (including paver, materials transfer vehicle, roller and plate compactor) or tool cleaning:

**First violation** - Verbal warning and materials contaminated shall be removed and replaced as directed by the Engineer.

**Second violation** - Placement operation for the day shall be terminated and contaminated materials shall be removed. No paving to the project shall be resumed until a written corrective action is submitted and approved by the District.

Only approved release or cleaning agents shall be permitted on any MassDOT HMA/WMA operations. If you have any questions, please contact the District Materials Engineer at (781) 641-8324.

File  
Director of RMS, Pavement Management Engineer  
DCE, ADCE, DMaintE, DBridgeE, DME/DQE (D3/5/6)  
Producer / Project QC Manager

# REMINDER TO ALL HAULERS

The required PPE **MUST** be worn at all times while working for P.J. Keating.

## Required Personal Protection Equipment (PPE)

1. High Visibility Vest or Shirt
2. Hard Hat
3. Safety Glasses
4. Steel Toed Boots
5. High Visibility Pants for Night Work

Drivers are **required** to wear these safety items anytime they leave their vehicle. Failure to do so will result in removal from P.J. Keating property or project. If you need safety glasses or vests please ask your scale operator and they will make arrangements for these items to be provided to you.

These safety items are required for your safety & the safety of our employees & customers. We appreciate your cooperation & continued efforts to keep P.J. Keating safe for all stakeholders.

Sincerely,  
Bruce Walker  
Transportation Manager  
P.J. Keating Co.



## **P.J. KEATING COMPANY**

Asphalt and Crushed Stone

998 Reservoir Road • Lunenburg, Massachusetts 01462

Tel: (978) 582-5229 • Fax: (978) 582-7027

# **Truck Drivers – Hazard Warnings & Safety Rules**

- Always wear your seatbelt. It is perhaps the single most important thing you can do to avoid being badly injured or killed operating a truck.
- While at a PJ Keating Facility, Hard Hats must be worn at all times when out of the truck, except in the immediate area of the scale. Anyone exiting a vehicle on any job sites must wear a high visibility safety vest and hard hat if required. For your convenience, hard hats are available at the scale.
- All trucks should be equipped with Safety Latches for Tailgates.
- All trucks need to have an operational CB Radio to monitor assigned stations.
- You must stay in the cab while being loaded. If you exit the truck while onsite, you are required to wear a hardhat. NOTE: Our loader operators have been instructed not to load unoccupied trucks.
- Adhere to posted speed limits when on site.
- Drivers must stay in the load out area at all times, unless the scale house is notified and permission granted for another area.
- No one is allowed to climb onto company equipment.
- Test brakes before going down a grade.
- If you lose control of the truck or roll it over, stay in the cab, do not attempt to jump free of the truck. Staying in the cab with your seatbelt fasted is your best chance to avoid serious injury.
- Know and follow safe loading and dumping procedures. If not sure of any procedure, such as traffic or dumping practice, stop and ask. Know and follow traffic patterns and rules. Facility site maps are available at the scale.
- Reduce your speed where conditions warrant, such as at steeper grades, longer grades, around curves, at night, congested areas, and under wet, snowy, icy, or foggy conditions.
- Before moving from a parked position, communicate this by sounding horn.
- Follow safe parking procedures. Always set parking brake when left unattended and when parked on a grade, chock the wheels and or turn wheels into a bank.
- Diesel fuel used as a releasing agent is strictly prohibited any time on any of our facilities.
- Report any unusual or potentially dangerous roadway conditions, such as a boulder on a roadway, to the scale house attendant.
- All trucks must be equipped with an automatic reverse activated back-up alarm sufficient to be heard above background noise levels.
- If applicable, observe all quarry "BLAST DAY" instructions.

- All vehicle, equipment accidents and injuries that occur on our premises or job sites must be reported immediately to the scale house attendant or job Foreman/Supervisor, respectively.
- Yield to quarry haulage vehicles and loaders when on our premises.
- All dump bodies should be equipped with an automatic load cover and alarm. Manual tarp covers require tarp racks.
- Drivers are not to climb onto loads.

#### Release

The undersigned agrees that to the fullest extent permitted by law, the undersigned shall indemnify and hold harmless PJK and its agents, servants and employees from and against all claims, damages, losses, demands, actions and causes of action, cost, loss of service or consortium, expenses and compensation, including but not limited to attorney's fees, on account of or in any way growing out of or resulting from any and all claim's made on this property. This indemnification shall not be limited in any way by and limitation on the amount or type of damages, compensation or benefits payable by or for the undersigned under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

As a further condition of entry to the above property, I agree that I will comply with all applicable health and safety and environmental regulations (OSHA/MSHA/DOT/EPA) at any time during my visit to this Facility.

Company Name (Print): \_\_\_\_\_

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

Signature: \_\_\_\_\_

# SCUTTLE PLUG INFORMATION AND DESIGN

- Per our hired haulers agreement, all tri-axes that have scuttle doors must use scuttle plugs.
- Please see below for a diagram on how to construct these plugs.
- The only time they should not be in your truck is if you are on handwork.

## SCUTTLE PLUG DESIGN

The following is a list of materials utilized to make proper scuttle plugs:

1.  $\frac{3}{4}$ " pressure treated plywood for the face plate
2. Pressure treated 2"x 4" for the frame
3. Stainless steel deck screws
4. On the attached diagram: A- the actual plug. B-side view of the center brace used for a handle.

This plug design allows for the plug to be removed from the outside through the scuttle door. These plugs eliminate the need to clean scuttles while in front of the paver.

### **A- Scuttle Plug Frame Made of 2"x 4" Lumber**

