



# CITY OF LAWRENCE

## DEPARTMENT OF PUBLIC WORKS

City Hall • 200 Common Street, Suite 204 • Lawrence, MA 01840

Tel: (978) 620-3110 • [www.cityoflawrence.com](http://www.cityoflawrence.com)



Franklin Miguel  
DIRECTOR

### **2021-2022 Snow and Ice Control Agreement**

TO: Snow and Ice Contractors  
FROM: Franklin Miguel, Director of Public Works  
SUBJECT: Snow and Ice Control Agreement  
DATE: October 21, 2021

Please fill out the attached W-9 & Indemnification Agreement forms included in this packet. Also, have your insurance company provide us with an insurance binder for all pieces of equipment that you are providing to the City. The City requires copies of registrations as well as copies of driver's licenses. **PHOTO OF VEHICLE(S) MUST BE SUBMITTED WITH THE AGREEMENT.**

All paperwork **MUST** be brought to the DPW Office at Lawrence City Hall, Room 201 between the hours of 8:30 AM to 4:30 PM.

If you have not plowed for the City in the past, please go to the following website: [www.muniprog.eth.state.ma.us](http://www.muniprog.eth.state.ma.us) and fill out the online Conflict of Interest training. Please complete the test, print and sign the Certificate of Online Conflict of Interest Training form. These forms **MUST** be included with all of the documentation mentioned above. Please note this training is valid for 2 years.

In addition, all employers operating in Massachusetts are required to carry workers' compensation insurance for their employees if they are an employee of their company. The requirement applies no matter the number of hours worked or the number of employees. **Out-of-state employers operating in Massachusetts *MUST* provide workers' compensation coverage for all employees working in the Commonwealth.** **Uninsured employers are subject to debarment from public contracts for 3 years.**



# CITY OF LAWRENCE

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## SNOW & ICE AGREEMENT SUBMISSION CHECKLIST 2021-2022

**Company Name:** \_\_\_\_\_

**Person Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

- Snow & Ice Removal & Hauling Operations Agreement
- 2021 W-9
- Attachments A – H
- Conflict of Interest Training Certificate
- Copies of License(s)
- Copies of Registration(s)
- GPS Agreement
- Insurance Binder
- Two Recent Photographs (Angled photos of front and left side, and rear and right side with all accessories shown, PLATE MUST BE READABLE)

## **SNOW REMOVAL & HAULING OPERATIONS AGREEMENT**

### **CITY OF LAWRENCE**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Lawrence, Massachusetts, a Municipal Corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 200 Common Street in Lawrence, MA 01841, herein after referred to as "CITY," and

Name: \_\_\_\_\_

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

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Herein after referred to as the "CONTRACTOR".

#### **WITNESSED:**

Whereas, the CITY solicited submission of proposals for the purpose of securing Independent Contract Services and equipment rental for Snow Removal & Hauling Operations, including plowing, removal, hauling and/or disposal of snow from CITY streets (public), sidewalks, and other CITY/SCHOOL properties and parking areas.

Whereas, the CONTRACTOR agrees to provide Snow Removal & Hauling Operations, as more fully described in City of Lawrence Snow Removal & Hauling Operations Program hereinafter referred to as the "Program".

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows:

1. **Contract Documents** - The Contract Documents consist of this Agreement together with the City's Snow Removal & Hauling Operations Program for Fiscal Year 2022. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Performance of Work** - The CONTRACTOR shall furnish all equipment, staffing and materials to accomplish the Program in strict conformity with all applicable Federal, State and Local laws, each of which is incorporated by reference.

3. Term - The CONTRACTOR shall commence work in accordance with the schedule/routes provided by the Department of Public Works (DPW). The initial term of the Agreement shall commence on or before December 1, 2021.
4. Payment for Work - The CITY agrees to pay for the use of said equipment at the rates indicated on the City's Payment Schedule. The CITY will process payment within (30) days after receipt of invoice, if not sooner.
5. Indemnification of the CITY - The CITY's liability hereunder shall be limited to the amounts due to the CONTRACTOR for services actually rendered. The CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers, boards, agents and employees to maximum extent permitted by law from any liability loss, damage, cost, charge, or expense resulting from any employees, third party contractor, or supplier's claim for payment for wages, labor, materials, goods or services rendered to CONTRACTOR or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the CONTRACTOR, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the CITY may retain out of any payments, then or thereafter due to the CONTRACTOR, a sufficient amount to protect the CITY against such claims, costs and expenses.
6. Contractor's Standard of Care - The CONTRACTOR shall perform its services and obligations hereunder in conformity with the standard of professional skill applicable to Snow Removal and Snow Hauling Contractors.
7. Contractor's Personnel - The CONTRACTOR shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the CITY.
8. Independent Contractor - The CONTRACTOR is an Independent Contractor and is not an agent or employee of the CITY and is not authorized to act on behalf of the CITY. The CITY will not withhold Federal, State or payroll taxes of any kind, on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The

CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the CITY.

9. Successors and Assigns - This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
10. Exclusive Use - The CONTRACTOR agrees that the use of the equipment hired under this Agreement shall be solely devoted for the benefit of the CITY for the full term of this Agreement and the use and control of said equipment shall be as directed by the CITY's DPW Director or his/her designated representatives.
11. Insurance - The CONTRACTOR shall provide a Certificate of Insurance showing evidence of General Liability and Automobile Liability with minimum limits of \$500,000.00; the City of Lawrence shall be named as an additional insured for the Snow Removal on these coverages. The CONTRACTOR shall also carry Worker's Compensation (per Statute) and provide CITY with evidence thereof.

## 12. Termination

- a. For Cause - The CITY shall have the right to terminate this Agreement if (i) the CONTRACTOR neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the CONTRACTOR within seven (7) days next following its receipt of a termination notice issued by the CITY, (ii) if an order is entered against the CONTRACTOR approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains un-vacated for thirty (30) days; or (iii) immediately if the CONTRACTOR shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the CONTRACTOR's property.

The CITY shall pay all reasonable and supportable fees incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The CITY may terminate this Agreement at any time for any reason. Upon receipt of such notice, the CONTRACTOR shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the CITY's termination notice. The CONTRACTOR shall promptly notify the CITY of costs incurred to date of termination and the CITY shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the CONTRACTOR shall immediately return to the CITY, without limitation, all documents and items of any nature whatever, supplied to CONTRACTOR by the CITY or developed by the CONTRACTOR in accordance with this Agreement.

13. Notice – Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth in this agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, is so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

14. Severability – If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

15. Governing Law – The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts – Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the CITY and CONTRACTOR or any

other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Document shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Essex County, or the District Court Department, Lawrence Division, of Massachusetts Trial Court in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Entire Agreement – This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

## CONTRACTOR

Firm Name

## Signature

CONTRACTOR expressly acknowledges that he shall not utilize any third party, contractors without prior written approval of the CITY.

### Contractor's Signature:

Date

Accepted by:

## **Franklin Miguel- Acting Director of Public Works**

## ATTACHMENT A

### SNOW & ICE REMOVAL & HAULING OPERATIONS PROGRAM SPECIFICATION AND REQUIREMENTS

The general Scope of Services is to provide proper equipment and operations, on a call-out basis, to perform any of the following services:

- Snowplowing
- Snow cleanup and hauling

All work will be at the direction of the CITY and completed according to CITY Standards as outlined below.

#### **1. STORM CENTER LOCATION AND TELEPHONE NUMBER**

The City's Storm Center is located at the Public Works Building (City Yard) at 1 Auburn Street, Lawrence, MA 01841

The following telephone number is available to receive calls at the Public Works Yard between the hours of 7:00 AM to 3:00 PM daily and after these hours during winter storms:

**978-620-3350**

#### **2. CONTRACTOR COMMUNICATIONS**

A cell phone is required for all drivers. If you have any problems whatsoever during a storm, make an effort to first contact the Highway Superintendent or Foreman who can immediately contact the garage by cell phone and/or radio to secure the help or assistance you may need as soon as possible.

The CITY also reserves the right at any time during the term of The Snow Removal and Hauling Agreement to implement tracking through City GPS devices, at the City's sole expense. Contractor agrees to comply with any reasonable GPS tracking system implement.

### **3. PLOWING OPERATIONS - CITY REQUIREMENTS & GUIDELINES**

#### **A. CONTRACTOR's Guidelines**

1. All equipment must be in good working condition.
2. **ALL STREETS SHALL BE CLEANED TO THEIR FULL PAVED WIDTH AND ALL INTERSECTIONS SHALL BE CLEANED AND PUSHED BACK EACH AND EVERY STORM, REGARDLESS OF SNOW DEPTH. NO PLOW SHALL DEVIATE FROM ITS ASSIGNED ROUTE UNLESS SPECIFICALLY ORDERED TO DO SO BY THE SUPERVISOR OR FOREMAN**
3. Include a reliable emergency telephone number in their contract where 24-hour contact can be made. All vehicles must report within one (1) hour of notification.
4. When directed, vehicles will travel to and from their routes with blades down and working and then upon arrival only plow on their assigned route, unless instructed otherwise.
5. Drivers must notify the Supervisor/Foreman or designee when leaving and returning to their vehicles for meals or relief.
6. **REPORT ALL DAMAGES TO PRIVATE PROPERTY IMMEDIATELY TO THE SUPERVISOR/FOREMAN OR DESIGNEE AT THE YARD TO FACILITATE PROCESSING OF CLAIMS BY THE CITY. PHOTOGRAPHS SHALL BE TAKEN WITH CELL PHONES AND FORWARDED TO THE STREET SUPERVISOR.**
7. Extend proper courtesy to all citizens and refer them to the Public Works Office when demands are unreasonable.
8. Drivers must familiarize themselves with special instructions to avoid missing streets, inadvertently piling snow in front of garages and exits and widening of corners, which require special attention.

#### **B. Public Convenience and Safety**

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety and prevention of damage, injury or loss.

The CONTRACTOR shall be responsible for the maintenance of practicable convenience to traffic. He shall take all precautions for property in or about the work. The convenience of the general public shall be provided for in an adequate and satisfactory manner.

**C. Routing**

The CITY will furnish a zone and/or route map(s) for the area or streets to be plowed.

The CITY may also furnish a sequence of plowing which must be adhered to unless the CONTRACTOR submits and has approved a request to alter the plowing sequence.

**D. Plowing Methods and Priorities**

Depending on the severity of the storm, the Supervisor/Foreman or his designee may direct that some or all plows to focus on keeping the center of each road open. If instructed, CONTRACTORS shall maintain this method until otherwise advised.

Other than when directed to open and maintain single lanes, the general standard for acceptable work shall be for the CONTRACTOR to plow snow to the maximum extent possible to the side of the street, leaving no windrows in intersections. Also:

1. All streets shall be plowed the full width of pavement.
2. Streets shall be plowed from the center to the curb or edge of pavement.
3. Snow from intersections shall be plowed parallel to the curbs so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of streets beyond the curved radii.
4. Plowing should be at a speed that is just sufficient to move the snow, not at a speed, which is unsafe or excessive.
5. Plowing shall be with a loose hoisting chain so the plow rides on the blade cutting edge.
6. Plow equipment shall not turn around in private driveways.

#### E. Special Snow Plowing Requirements

1. Intersections – Intersections and curb radii shall be properly cleared, with no residual snow left remaining in intersections.
2. One-Way Streets – One-way streets shall be plowed to each curb or edge of pavement. The right side of the centerline shall be plowed to the right side and the left side of the centerline plowed to the left side. At no time shall a one-way street be plowed the wrong way against the traffic pattern.
3. Dead End Streets (Excluding Cul-de-sacs) – Snow shall not be pushed into the end of dead end streets. Rather, near the end of a dead end, the operator shall pick up the plow blade, proceed to the end of the street, drop the blade and pull the snow back from the end of the street far enough that the operator can then turn around and push the snow out from the end of the street.
4. Blocked Streets – If parked cars or other obstructions block a street, every effort shall be made to attempt to bypass the blockage. If unable to bypass the blockage, the operator shall immediately notify the CITY. If the blockage can be removed within a reasonable time, the CONTRACTOR will be expected to then plow the street.
5. Schools/City Properties/Parking Lots – Shall be plowed per the direction of the Supervisor or his designee.

#### F. Health and Sobriety Requirement

The Supervisor and designee have the right, without prior notice, to have the Lawrence Police Department perform a field sobriety test on any driver in order to protect public safety.

In the event a driver fails the sobriety test and therefore is not allowed to operate the equipment, he will not receive compensation from the CITY and the CONTRACTOR shall supply a new driver at no additional cost to the CITY to satisfy his contract requirement.

#### **4. SNOW PLOWING COMMUNICATION/REPORTING REQUIREMENTS**

During the course of snow plowing, the CONTRACTOR shall immediately notify the CITY when any of the following occurs:

1. An injury to any person or damage to other vehicles or property.

2. A breakdown of equipment.
3. A Street cannot be plowed, reporting the reason(s).
4. A zone or route has been completed.
5. Drivers must notify the Supervisor or designee when leaving and returning to their vehicles for meals or relief.
6. A member of public has a complaint that cannot be resolved.

## **5. EQUIPMENT MAINTENANCE & REFUELING DURING STORMS**

Refueling of vehicles and the replacing of windshield wiper blades and snowplow blades *will be the responsibility of the CONTRACTOR*

## **6. INSPECTION OF WORK**

The Supervisor or his designee shall inspect the work and give directions pertaining to the work or pertaining to the safety and convenience of the public. The CONTRACTOR shall notify the Supervisor or his designee of the time of starting work, interruptions and delays. If the work done or any part thereof is not acceptable, the Supervisor shall immediately notify the CONTRACTOR in order that it may be resolved as soon as possible.

## **7. COMPLETION OF WORK**

When an assigned route is complete, the driver will either call in or see the Supervisor, who may assign additional route(s). Drivers will sign out with the Supervisor when the driver is informed all needed work is complete.

## **8. EQUIPMENT BREAKDOWN/MAINTENANCE**

The CITY will not be responsible for repairs/replacements of parts or equipment that fails or is in disrepair during the period the vehicle/equipment is made available for the CITY's needs.

## **9. EQUIPMENT/VEHICLES**

The equipment furnished under this Agreement shall be in accordance with the City's specifications for its type and intended use and shall fully comply with any and all applicable Federal CDL and Motor Vehicle Laws of the Commonwealth of Massachusetts.

#### A. Documentation and Inspection

No one will be placed under contract until the proper paperwork has been filled out and submitted to the Purchasing of Public Works Offices. The following must be sent with this signed-contract.

1. A photocopy of each vehicle registration.
2. A copy of each driver's license.
3. A copy of the insurance coverage for each vehicle, which coverage shall be maintained and not reduced during the term of the contract, naming the CITY as an additional insured; should the CONTRACTOR employ staff the CITY will require evidence of Worker's Compensation Coverage.

It is further stipulated that every CONTRACTOR must inspect his route with his drivers at least once, prior to the first storm.

The CONTRACTOR is responsible for scheduling an inspection of the vehicle to be used with the DPW equipment maintenance foreman. The inspection shall be performed at the DPW garage as soon as possible. Equipment, which has not been inspected, will not be placed under this Agreement. Call the mechanic at 978-620-3301 to arrange for an appointment.

The CITY will begin selecting qualified contractors during the month of October and November from those contractors who have submitted all documentation and had their equipment inspected by that date.

#### B. Safe Lighting

All equipment must be equipped with adequate warning and flashing lights to insure the vehicle and the operator of safe lighting protection as outlined by the Registry of Motor Vehicles for the operation of on-road construction equipment.

Each piece of equipment furnished under this Agreement shall be inspected by the CITY prior to or concurrent with the execution of this Agreement. All equipment shall be in excellent condition, smooth running at operating levels, clean inside, outside and under the hood, with evidence of proper maintenance. The CITY reserves the right to reject any piece of equipment that is older than 10 years. The CITY further reserves the right to reject any piece of equipment that

does not pass CITY inspection and road tests and comply fully with these equipment specifications at any time during the term of this Agreement. All determinations of the condition and/or the suitability of equipment for use under this Agreement shall be made solely by the Director of Public Works or his/her representative.

All equipment must be equipped with a camera-equipped cell phone as a means of communication with the CITY. *At the CITY's discretion, the CITY reserves the right to require a properly maintained GPS in each vehicle during the term of this agreement.*

When arriving for a snow plowing operation, all equipment must be in excellent condition, prepared for work and have chains available for use if needed and as determined by the Director of Public Works or his/her representatives.

The rate for each piece of equipment shall include the CONTRACTOR providing the equipment, operator, insurance, repairs, chains, fuel, oil, lubricants and all other costs related to the operation of the equipment.

## **10. EQUIPMENT REGISTRATION/OPERATOR LICENSES**

The CONTRACTOR shall provide a photocopy to the CITY of a current Massachusetts Vehicle Registration and vehicle inspection certificate for each piece of equipment hired under this Agreement relative to that unregistered equipment which shall be maintained during the term of the contract.

The CONTRACTOR shall provide a photocopy to the CITY of a current Operators License for all staff issued by a duly authorized governmental entity for each and every operator of equipment hired under this Agreement. The CONTRACTOR shall be responsible for insuring that each operator has the appropriate license for the type and class of equipment are current and appropriate for the equipment being operated will be grounds for automatic termination of this Agreement.

The CONTRACTOR is hereby advised that the Federal Highway Administration has implemented regulations requiring an alcohol and drug-testing program. The regulations require employers with 50 or more drivers of commercial vehicles to institute the program by January 1, 1995. Those employers with fewer than 50 drivers must institute the program by January 1, 1996. The specific provisions of the

regulations are highly detailed and legally complex. The CITY strongly urges you to review the regulations, which are cited as 49 Code of Federal Regulations Part 382.

**A. Insurance Requirements**

The CONTRACTOR will be held responsible for the protection of all property both public and private. Care shall be exercised to ensure that personal and real property is not damaged. The CONTRACTOR shall be responsible for responsible for restoration and/or replacement of property so damaged.

**Liability** – The work to be performed under this contract shall be performed entirely at the CONTRACTOR's risk. The CONTRACTOR assumes all responsibility for the maintenance and repair of all its equipment used in performance of this contract.

The CONTRACTOR must provide insurance to protect his firm and his employees and the CITY from all claims for damage for bodily injury, including accidental death, as well as, from claims for property damage, which may arise from operation undertaken under the provision of the awarded agreement. The CONTRACTOR shall maintain for the duration of this contract, insurance for completed operations under the general liability, auto liability, and workers' compensation, as is required under the Massachusetts law. Said coverages shall be provided for all equipment included in this Agreement.

EVERY INDEPENDENT CONTRACTOR SHALL PROVIDE THE CITY WITH EVIDENCE OF INSURANCE COVERAGE. THIS COVERAGE SHALL BE IN PLACE PRIOR TO THE START OF THE CONTRACTOR'S WORK, ON OR AFTER NOVEMBER FIRST AND CONTINUE WITHOUT INTERRUPTION OR REDUCTION FOR THE ENTIRE WINTER PLOWING SEASON TO THE END OF APRIL WITH COMPANIES LICENSED TO SELL INSURANCE IN MASSACHUSETTS.

The City of Lawrence shall be named as an additional insured in the description of operations section of the insurance certificate on all of these policies except for workers' compensation. The additional insured endorsement shall limit that status to the acts or omissions of the CONTRACTOR, or the acts or omissions of any party for who the CONTRACTOR is responsible.

All insurance shall be maintained with limits of liability not less than the following:

**Commercial General Liability:**

\$500,000.00 general aggregate with per location endorsement  
\$500,000.00 per occurrence  
\$500,000.00 aggregate, completed operations  
\$500,000.00 personal injury

**Automobile Liability:**

\$500,000.00 per occurrence

**Workman's Compensation:**

Statutory (if applicable)

\*\*Insurance Certificate(s) shall list the City of Lawrence, 200 Common Street, Lawrence, MA 01841 in the Certificate of Holder section on the Certificate of Insurance and shall be filed prior to commencement of the CONTRACTOR's work.

In the event the CONTRACTOR fails to obtain any insurance coverage required under this agreement the CONTRACTOR's agreement shall be terminated.

The CITY's liability hereunder shall be limited to the amounts due to the CONTRACTOR for services actually rendered.

**B. RESPONSIBILITY FOR DAMAGE CLAIMS:**

The CONTRACTOR shall indemnify and save harmless the City of Lawrence and all its officers, agents and employees against all suits, claims or liabilities of every name and nature, for or on account of any injuries to persons or damages to property arising out of or in consequence of these acts or omissions of the CONTRACTOR in the performance of the work covered by the contract.

The CONTRACTOR agrees to be responsible for the repair or replacement for any damages done by his/her equipment to any lawn, fence, curbing, berm, street signage, or any other public or personal property damage as a result of operation of

his/her equipment under this Agreement. Such repair or replacement shall be done to the satisfaction of the CITY.

## **11. OTHER INFORMATION**

If a plow operator encounters vehicles parked in the street that hinder snow removal operations, the operator shall NOTIFY THE SUPERVISOR AS SOON AS POSSIBLE.

The CITY has appropriate “Orders and Bylaws” to control this problem of which the following pertinent sections are set forth for your information:

- **12.04.040 - Removal of snow from awnings and sidewalks.**

The tenant, occupant or owner of any building or land bordering on any street or way where there is any sidewalk or awning shall, within 24 hours after the ceasing to fall of any snow, cause the same to be removed from the awning or sidewalk.

*(Prior code § 24-16)*

- **10.08.030 - Temporary parking prohibitions – Snow removal.**

A. Police officers and authorized agents may prohibit, temporarily, parking on any street or highway, or part thereof, in an impending or existing emergency, or for a lawful assemblage, demonstration or procession; provided, that there is reasonable justification for such prohibition. Vehicles parked in places where parking is prohibited temporarily may be moved by or under the direction of an officer or authorized agent.

B. Police officers and authorized agents may prohibit parking on any street, except those streets on which alternate side parking is allowed, when requested to do so by the director of the department of engineering or the superintendent of streets, for the purpose of removing or plowing snow and ice.

C. Liability for the cost of such removal and of the storage charges, if any, resulting therefore shall be imposed upon the owner of such vehicle. *(Prior code § 19-21)*

- **12.04.050 - Depositing snow on sidewalk, street or highway prohibited.**

No person, other than one employed directly or indirectly by the city and while in the performance of necessary public duties, shall, at any time, shovel or plow, place or leave on any sidewalk, street or highway, any snow removed from private property. *(Prior code § 24-22A)*

- **10.36.190 - Alternate parking on certain streets between 12:01 a.m. and 6:00 a.m., Monday through Friday.**

A. On the following streets, between the hours of 12:01 a.m. and 6:00 a.m., Monday through Friday, vehicles shall, unless otherwise prohibited by law, be parked on one side of the street only, so that on the even-numbered dates of the calendar, vehicles shall be parked on the even-numbered sides of the streets, and on the odd-numbered dates of the calendar, they shall be parked on the odd-numbered sides of the streets.

- **10.36.210 - Parking prohibited on certain streets during certain months between 2:00 a.m. and 6:00 a.m.**

It is unlawful for the owner, operator or person in charge of any motor vehicle, except in case of an emergency, to park or permit such vehicle to remain unemployed on the following public streets on any day between the hours of 2:00 a.m. and 6:00 a.m. during the period from April 1 to December 15 annually.

## **12. TERMINATION BY THE CITY**

The CITY shall have the right to terminate this Agreement under the provisions of Item 12 of the Agreement for any of, but not limited to, the following circumstances:

The CONTRACTOR has:

1. Abandoned the work to be performed under this Agreement.
2. Assigned this Agreement to another without CITY consent.
3. Unnecessarily or unreasonable delayed any of the work to be performed under this Agreement.
4. Failed to furnish licensed operators and or evidence of Insurance Coverage's or cancellation of insurance.
5. Disregarded the instructions of the CITY's DPW Director or his/her designees.
6. Tendered equipment in unacceptable condition.
7. CONTRACTOR considered being unreliable due to timelines of response to work assignment after being notified by DPW.
8. Demonstrates unacceptable performance and/or fails to perform properly on any zone or route as determined by the CITY's designated representatives.
9. Extended coffee breaks and/or meal periods.
10. CONTRACTOR found to be plowing private areas, e.g., driveways, parking lots, etc., other than those assigned by the CITY.

11. Use of unauthorized drugs and/or alcohol during performance of job.
12. Use of prescription drugs that may impair the judgment of the driver.
13. Exhibit questionable behavior during performance of the work.
14. Otherwise determined to be in violation of any provision of the CITY's Agreement.

### **13. PAYMENTS/INVOICE PROCEDURES**

It shall be the responsibility of the CONTRACTOR to insure that each piece of his/her equipment is logged in and logged out at the DPW Yard. The CITY's SNOW OPERATIONS MANAGEMENT PROGRAM shall be the sole official log of the hours for which the CONTRACTOR will be paid. The log may be verified with the GPS history to validate time in and out. Upon receipt of a correct invoice, payment will normally be made within thirty (30) days or less of such receipt.

**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

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

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Signature of person submitting the bid

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Name of business

## **ATTACHMENT C**

### **CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS**

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support\*.

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\*\*Signature of Individual/ (voluntary)  
Or Corporate Contractor (mandatory)

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\*\*\*Contractor's Social Security  
Number or Federal Identification  
Number

---

Corporate Officer  
(Mandatory, if applicable)

---

Date

\*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

\*\*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, and section 49A.

## ATTACHMENT D

### CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS IN PROCUREMENT OF SUPPLIES, SERVICES OR CONSTRUCTION

Pursuant to M.G.L. Chapter 266, Sec. 67A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersigned's knowledge and belief the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relative to making a material statement that is false; omits or conceals a material fact in a written statement; submits or invites reliance on a material writing or recording that is false, forged, altered, or otherwise lacking in authenticity; submits or invites reliance on a sample, specimen, map, photograph, boundary-mark, or other object that is misleading in a material respect; or uses any trick scheme, or devise that is misleading in a material respect.

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Signature of Individual

---

Contractor's Social Security Number  
(Voluntary) or Corporate Contractor  
Federal Identification Number  
(mandatory)

---

Corporate Officer  
(mandatory, if applicable)

---

Date

## ATTACHMENT E

### CERTIFICATE OF AUTHORITY - CORPORATE (Required if a Corporation)

1. I hereby certify that I am the Clerk/Secretary of

\_\_\_\_\_  
(Insert full name of Corporation)

2. Corporation, and that

\_\_\_\_\_  
(Insert the name of officer who signed the contract and bonds)

3. Is the duly elected

\_\_\_\_\_  
(Insert the title of the officer in line 2)

4. Of said corporation, and that on

\_\_\_\_\_  
(Insert a date that in on or before that date the officer signed the contract and bonds)

5. \_\_\_\_\_ the

\_\_\_\_\_  
(Insert name from line 2)

\_\_\_\_\_  
(Insert title from line 3)

Of this corporation be and hereby is authorized to execute contracts, amendments, change orders and bonds in the name of and on behalf of said corporation, and affix its corporate seal thereto, and such execution of any contract if obligation in this corporation's name and on its behalf, with or without the corporate seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. Attest:

\_\_\_\_\_  
Affix Corporate Seal Below  
(Signature of Clerk or Secretary)\*

7. \_\_\_\_\_

(Print or type name from line 6)

8. \_\_\_\_\_

(Insert a date that is on or after the date the officer signed the contract and bonds)

\*The name and signature inserted in lines 6 and 7 must be that of the Clerk or Secretary of the corporation.

**ATTACHMENT F**  
**INDEMNIFICATION AGREEMENT**

This Indemnification Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by  
\_\_\_\_\_  
(NAME OF CONTRACTOR).

WHEREAS, the City of Lawrence charged with the safe plowing of public ways within the City; and

WHEREAS, the City procures plowing services and contracts for plowing services with private individuals who own, maintain, and operate their own snow plows and vehicles; and

Whereas, the plowing of Lawrence public ways and streets may result in personal and property damage to individuals, as well as to vehicles and personal property; and

WHEREAS, the private individuals who provide plowing services to the City operate private vehicles which are required by state laws to carry personal property damage insurance in, at least the minimum statutory amounts; and

WHEREAS, the City seeks to hold the proper parties responsible for damages to persons or property arising from the operation of the private snow plow vehicles by these private individuals, who are not City employees; and

Now therefore, and in consideration of the City of Lawrence's awarding a snow plowing contract to

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby agrees to indemnify and hold the City of Lawrence harmless from any and all claims and demands arising out of the use and operation of the private snow plowing vehicles(s) upon City ways and streets while said vehicle(s) is performing plowing operations pursuant to said contract or upon the City's behalf, specifically including but not limited to any and all claims for damages for personal injuries and incidental damages which may arise from the use and operation of said vehicle(s).

The CONTRACTOR agrees to the Understanding by the signature below acknowledges having read and understood the Understanding and agree to be bound by its terms and conditions.

This Understanding shall be in effect for the duration of Snow and Ice Season 2021-2022.

---

NAME OF CONTRACTOR

## ATTACHMENT G

### 2021-2022 EQUIPMENT HOURLY RENTAL RATES

Equipment	Hourly Rate
F-150 / 1500 9-foot plow, AWD	\$65.00
F-250 / 2500 9-foot plow, AWD	\$75.00
F-350 / 3500 9-foot plow, AWD	\$85.00
10,001-20,000 GVW with minimum 9-foot plow, AWD with minimum 3.0-yd spreader	\$120.00
20,001-26,000 GVW with minimum 10-foot plow, AWD with minimum 5.0-yd spreader	\$130.00
26,001-33,000 GVW with minimum 10-foot plow, AWD with minimum 8.0-yd spreader	\$140.00
Loader and backhoe with minimum 9-foot plow	\$120.00
Grader with underbody scraper	\$120.00
Skid steer/ Bobcat with AWD	\$90.00
Backhoe	\$120.00
Loader	\$120.00
10 Wheel Dump - Hauling	\$75.00
Tri-Axle Dump - Hauling	\$100.00
Trailer Dump - Hauling	\$140.00
Tow Behind/Tanker Liquid Calcium Spreader	\$140.00
Sidewalk Crew A - 2 Men, Pick-up Truck, Snow Blower, Shovels and 5 extra pins	\$150.00
Sidewalk Crew B - 3 men, Pick-up Truck, Trailer, Bobcat w/snow blower attachment, Snow blower, Shovels and 5 extra pins	\$245.00

## **ATTACHMENT H**

### **CONTRACTOR INFORMATION FORM**

This information sheet is intended to provide a single sheet source for routine and emergency communication with the CONTRACTOR by the CITY.

The CONTRACTOR shall complete all applicable sections:

Name: \_\_\_\_\_  
(Vendor/Business Name)

Address: \_\_\_\_\_  
(Street address and or PO Box)

\_\_\_\_\_  
(City, state and zip code)

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone/Cell Phone/Emergency Numbers:

Daytime (Mon thru Friday): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Weekend and Nights: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Emergency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Alternate Contact Person No. 1

Cell: \_\_\_\_\_

Name: \_\_\_\_\_

Alternate Contact Person No. 2

Cell: \_\_\_\_\_

Name: \_\_\_\_\_

Alternate Contact Person No. 3

Cell: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security/FID #:

---

---

(Signature)

## REQUIRED DRIVER INFORMATION

Driver No. 1

First Name:	
Last Name:	
Address:	
City/Town:	
State:	
License No.:	
State of Issue:	

## REQUIRED DRIVER INFORMATION

Driver No. 2

First Name:	
Last Name:	
Address:	
City/Town:	
State:	
License No.:	
State of Issue:	

### **REQUIRED DRIVER INFORMATION**

Driver No. 3

First Name:	
Last Name:	
Address:	
City/Town:	
State:	
License No:	
State of Issue:	

### **REQUIRED DRIVER INFORMATION**

Driver No. 4

First Name:	
Last Name:	
Address:	
City/Town:	
State:	
License No:	
State of Issue:	

### **REQUIRED DRIVER INFORMATION**

Driver No. 5

First Name:	
Last Name:	
Address:	
City/Town:	
State:	
License No:	
State of Issue:	

### **REQUIRED DRIVER INFORMATION**

Driver No. 6

First Name:	
Last Name:	
Address:	
City/Town:	
State:	
License No:	
State of Issue:	

## REQUIRED DRIVER INFORMATION

Driver No. 7

First Name:	
Last Name:	
Address:	
City/Town:	
State:	
License No:	
State of Issue:	

## REQUIRED DRIVER INFORMATION

Driver No. 8

First Name:	
Last Name:	
Address:	
City/Town:	
State:	
License No:	
State of Issue:	

## CONTRACTOR CERTIFICATION

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use unlicensed vehicle operators in connection with the performance of City of Lawrence's Snow and Ice Removal & Hauling Operations Agreement; that the Contractor shall verify the status of each license for each worker/driver assigned to such Agreement; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, Agreement suspension or termination.

---

Contractor Authorizing Signature

---

Date

---

Print Name

The Contractor is required to sign this Certification at the beginning of each winter season and prior to performing any work for the City of Lawrence under this Agreement. A copy of this signed Certification must be attached to the "record copy" of the Contractor's Snow and Ice Removal & Hauling Operations Agreement.



# CITY OF LAWRENCE

## DEPARTMENT OF PUBLIC WORKS

City Hall • 200 Common Street, Suite 201 • Lawrence, MA 01840

Tel: (978) 620-3090 • [www.cityoflawrence.com](http://www.cityoflawrence.com)



## GPS AGREEMENT

The City of Lawrence has contracted with Verizon Wireless, to engage in an asset management program for snow plowing resources. The program includes GPS technology for snow plowing operations.

The application allows tracking communication software to obtain data from a GPS device, which is transmitted to the cloud. The application provides accurate, real-time information used to verify hours worked and location of vehicles during an event. The City of Lawrence is hoping the tool will aide in investigations of insurance claims for damage during storm events, by quickly verifying whether vehicles/equipment were in the areas in question at a given date/time.

The control of accumulations of snow and ice on the public ways for the City of Lawrence is the responsibility of the Department of Public Works. Snow and ice control is emergency work and shall be accomplished efficiently and quickly as possible with the resources available to the City. Many factors interact to make the effects of snow and ice event unique. Consequently, the snow and ice control plan for the City must be flexible enough to cope with and respond to varying conditions during and after each winter storm.

Each Snow Plow Contractor shall be supplied with the following:

1. Verizon GPS device
2. Power cable and
3. OBD2 to Lighter Adapter (optional)

Each Snow Plow Contractor shall agree to the following:

1. The GPS device shall be charged at all times by plugging into an OBD port or a 12-volt DC adaptor (cigarette lighter).
2. Contractor shall be responsible for proper utilization of equipment.
3. Contractor agree to accept, operate, maintain and return Equipment, including accessories, after each snow storm.
4. Contractor agrees, in the event that Equipment is lost, stolen, or damaged they are to reimburse the City of Lawrence the sum of \$200.00 for GPS device and accessories, and/or \$30.00 for each accessory. In the event that payment is not received, charges will be deducted from your time sheet for that particular or future storm event.
5. If the Equipment is not working, Contractor shall immediately notify City personnel to arrange for the equipment to be exchanged. Time is of the essence, as the Equipment is used, in part, to calculate correct hours of work.

Contractor/Company Name: \_\_\_\_\_

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

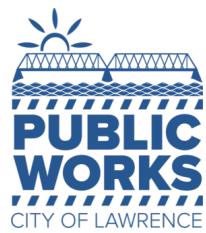


## CITY OF LAWRENCE

## DEPARTMENT OF PUBLIC WORKS

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## EQUIPMENT LISTING

**Vendor Name:** \_\_\_\_\_

Equipment No.:		Accessories			
Registration No.:		Plow	YES	NO	
Make		Plow Size			
Year		Spreader	YES	NO	
VIN		Spreader Size			
GVW		Miscellaneous			

## FLEET MAINTENANCE EVALUATION - PER VEHICLE

(PLEASE MAKE COPIES OF THIS FORM TO USE FOR ADDITIONAL VEHICLES)

INSPECTION ITEM	PASS/FAIL/COMMENTS		
REGISTRATION	PASS	FAIL	N/A
INSPECTION STICKER	PASS	FAIL	N/A
FRONT LIGHTS	PASS	FAIL	N/A
REAR BRAKE LIGHTS	PASS	FAIL	N/A
TURN SIGNALS	PASS	FAIL	N/A
EMERGENCY FLASHERS	PASS	FAIL	N/A
BACK UP LIGHTS	PASS	FAIL	N/A
LIGHT BAR OR BUBBLE	PASS	FAIL	N/A
PLOW BLADE	PASS	FAIL	N/A
PLOW LIGHTS	PASS	FAIL	N/A
PLOW OPERATION	PASS	FAIL	N/A
PLOW GENERAL CONDITION	PASS	FAIL	N/A
TIRES	PASS	FAIL	N/A
OVERALL VEHICLE CONDITION	PASS	FAIL	N/A

**COMMENTS:**

INSPECTION: PASS / FAIL

**Note: If the vehicle fails the inspection, the inspection item must be repaired before it is placed into operation**

Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

**(Signature)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
CONTRACTOR NAME ADDRESS			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY			minimum amounts POLICY NUMBER HERE	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE → \$ 500,000.00
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
X	AUTOMOBILE LIABILITY			POLICY NUMBER HERE	XX/XX/XX	XX/XX/XX	MED EXP (Any one person) \$
	ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY \$ 1,000,000.00
	UMBRELLA LIAB						GENERAL AGGREGATE \$ 1,000,000.00
	EXCESS LIAB						PRODUCTS - COMP/OP AGG \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						EACH OCCURRENCE → \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				AGGREGATE \$
							DED RETENTION \$

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Lawrence shall be named as an additional insured on General Liability and Commercial Auto.

**LIST ALL VEHICLES YOU ARE USING TO PLOW TO BE COVERED UNDER THIS POLICY.**

-MAKE  
-MODEL  
-REGISTRATION NO  
-VIN

## CERTIFICATE HOLDER

## CANCELLATION

City of Lawrence  
200 Common Street  
Lawrence, MA 01840  
978-620-3090

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.					
	<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC					
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____					
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
	<input type="checkbox"/> Other (see instructions) ► _____					
5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

## 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 for Part II, later.

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

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## 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, later.*

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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. 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>
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner <sup>3</sup>
	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

**\*Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.



**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:**

1. <input type="checkbox"/> I am a employer with _____ employees (full and/or part-time).*	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.†
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.]	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.]
3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] ‡	

**Type of project (required):**

6. <input type="checkbox"/> New construction
7. <input type="checkbox"/> Remodeling
8. <input type="checkbox"/> Demolition
9. <input type="checkbox"/> Building addition
10. <input type="checkbox"/> Electrical repairs or additions
11. <input type="checkbox"/> Plumbing repairs or additions
12. <input type="checkbox"/> Roof repairs
13. <input type="checkbox"/> 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 #: \_\_\_\_\_

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an **employee** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An **employer** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."** Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

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## Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply sub-contractor(s) name(s), address(es) and phone number(s) along with their certificate(s) of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

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## City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary) and under "Job Site Address" the applicant should write "all locations in \_\_\_\_\_(city or town)." A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

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The Department's address, telephone and fax number:

The Commonwealth of Massachusetts  
Department of Industrial Accidents  
**Office of Investigations**  
600 Washington Street  
Boston, MA 02111

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE

Fax # 617-727-7749

[www.mass.gov/dia](http://www.mass.gov/dia)