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**PROJECT**

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**COUNTY COMMISSIONERS**

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**COMPETITIVE SEALED BID DOCUMENTS PREPARED BY:**

HOCKING ATHENS PERRY COMMUNITY ACTION AGENCY

3 Cardaras Dr.

P.O. BOX 220

Glouster, Ohio 45732

740.767.4500

1.800.686.1093

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# **NOTICE TO CONTRACTORS**

## **SECTION A**

**NOTICE TO CONTRACTORS**

Sealed proposals for the \_\_\_\_\_ project will be received at the office of the \_\_\_\_\_ **County Commissioners**, \_\_\_\_\_ until \_\_\_\_\_ plans, specifications and bid forms may be secured by contacting the Community Development Division at the office of Hocking Athens Perry Community Action, 3 Cardaras Dr., Glouster, OH 45732, (740)-767-4500, for a non-refundable fee of \$20.00. Plans, specifications, and bid forms may also be downloaded from [www.hapcap.org](http://www.hapcap.org) at no charge.

Each bid must be accompanied by either a bid bond, in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid \_\_\_\_\_ County Commissioners, or by certified check, cashier's check, or irrevocable letter of credit from a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid \_\_\_\_\_ County Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as \_\_\_\_\_ and mailed or hand-delivered to:

\_\_\_\_\_ **County Commissioners**  
\_\_\_\_\_  
\_\_\_\_\_

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

No bidder may withdraw their bid within ninety (90) days after the actual date of the bid opening thereof. The \_\_\_\_\_ County Commissioners reserve the right to waive any informality or to reject any or all bids.

# INSTRUCTIONS TO BIDDERS

## SECTION B

1. **RECEIPT AND OPENING OF BIDS:** The \_\_\_\_\_ County Commissioners (herein called the "Owner"), invite bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the \_\_\_\_\_ **County Commissioners, at \_\_\_\_\_ until \_\_\_\_\_** at which time they will be publicly opened and read aloud. The envelopes containing the bids must be sealed and **addressed to \_\_\_\_\_ County Commissioners, at \_\_\_\_\_.** Envelopes must be clearly designated for the \_\_\_\_\_.

**The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.** Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by the required form in Section F including a bid bond or certified check, the Non-Collusion Affidavit, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions, Experience Statement, Bonding and Insurance Requirements and the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and foregoing Certifications must be fully completed and executed when submitted.

The Bidder's total is his total bid based on his unit prices and lump sum prices and the estimated quantities shown on the plans. This figure is for information only at the time of opening bids. The owner will make the tabulation from the unit prices and lump sum prices bid. If there is an error in the total by the bidder, it shall be changed as only the unit prices and lump sum prices shall govern.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. **TELEGRAPHIC MODIFICATION:** Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

4. **METHOD OF BIDDING:** The Owner invites unit price/lump sum price bids as indicated in the Bid Form. If the lowest responsive bid received exceeds the amount of funds available to finance the contract, the Owner may:

- a) Reject all bids;
- b) Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders; and

- c) Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.

IF THE LOWEST RESPONSIVE BIDDER IS ABOVE 10% OF THE ESTIMATE, ALL BIDS MUST BE REJECTED.

The estimate on this project is: \_\_\_\_\_ Maximum Allowable Bid: \$67,600.00

5. **QUALIFICATIONS OF BIDDER:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Past performance will be an evaluation criterion. Attention is called to Attachment A: QUALITATIVE and RESPONSIBLE CONTRACTOR CRITERIA
6. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder in the amount of 10% of the bid, or a bid bond prepared on the form entitled bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner.
- Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection herewith.
11. **SOIL CONDITIONS:** Subject to the convenience of the Owners, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition.

The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

12. **WORKING FACILITIES:** The plans/work specifications show, in the general manner, the existing structures and land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
13. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Hocking Athens Perry Community Action and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail or faxed with return receipt requested in both instances to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
14. **WATER SUPPLY:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract. The source, quality and quantity of water furnished shall, at all times, be satisfactory to the Engineer and/or Owner or their representatives.
15. **SIGNATURE OF BIDDERS:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state, in his proposal, the name and address of each person or corporation interested therein.
16. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions (Section C) and other contract documents and specifications which deal with the following:
  - a) Insurance requirements
  - b) Federal Labor Standards Provisions, including Davis-Bacon wage rates
  - c) Requirement for a payment bond and performance bond for 100% of contract price
  - d) Requirement that all subcontractors be approved by the Owner
  - e) Time-for-completion and liquidated damages requirements
  - f) Safety standards
  - g) Contractor's responsibility to obtain permits
  - h) Affirmative Action and Equal Opportunity provisions



17. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract, but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:
- a) Acceptance of Notice of Award
  - b) Contract
  - c) Insurance certificate(s) and/or policy(ies), including Bureau of Workers' Compensation documentation
  - d) Performance bond
  - e) Certification of Bidder Regarding Section 3 and Segregated Facilities
  - f) Certification(s) of (all) Proposed Subcontractors Regarding Section 3 and Segregated Facilities
  - g) Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements
  - h) (All) Subcontractor's Certification(s) concerning Labor Standards and Prevailing Wage Requirements.
  - i) ALL OF THE FOLLOWING IF CONTRACT EXCEEDS \$10,000.00:
    - Contractor's Section 3 Plan
    - Certification of Bidder Regarding Equal Employment Opportunity
    - Certification(s) by (all) Proposed Subcontractors regarding Equal Employment Opportunity
    - Certification by Contractor and Subcontractors of Compliance with Air and Water Acts

18. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

## Attachment A

### ADDING "QUALITATIVE and RESPONSIBLE" CONTRACTOR CRITERIA TO THE \_\_\_\_\_ COUNTY INVITATION TO BID ON ALL CONSTRUCTION PROJECTS SUBJECT TO PREVAILING WAGE THRESHOLD STANDARDS

WHEREAS, the \_\_\_\_\_ County Board of Commissioners wish to add "Qualitative and Responsible" contractor criteria to the Invitation to Bid for \_\_\_\_\_ "County Appropriated" construction projects.

WHEREAS, the Commissioners desire to further ensure that the County's contractors are compliant with the law, financially stable, and capable of executing construction contracts in a competent and professional manner; and

WHEREAS, the Commissioners desire to help ensure the opportunity for workers in \_\_\_\_\_ County to obtain health insurance and pension benefits so desperately needed in today's society as well as the proper training to maintain a quality workforce

WHEREAS, the "Qualitative and Responsible" criteria enumerated in the attached document will be appropriately included in the \_\_\_\_\_ County Invitation to Bid for construction projects.

BE IT RESOLVED BY THE \_\_\_\_\_ COUNTY COMMISSIONERS

That the "Qualitative and Responsible" criteria enumerated are hereby approved and will be added to the \_\_\_\_\_ County Invitation to Bid for construction projects managed by the \_\_\_\_\_ County Commissioners

1. Before any contracts are awarded for any construction work within the jurisdiction of the \_\_\_\_\_ County Commissioners they shall, or their agent shall, hold with the apparent "Low" bidder a "Compliance of Scope" Review. This to verify that bidder is in compliance with this resolution and that all required work under contract is included in bid.
2. The "Low" Bidder whose bid is more than twenty percent (20%) below the next lowest bidder shall list three (3) projects that are each within seventy-five percent (75%) of the bid project estimate for similar projects and that were successfully completed by the bidder not more than five (5) years ago. This information shall be provided, if necessary, at the post-bid "Compliance of Scope Review"
3. Any low bidder shall also be prepared to substantiate their cost over-run and job completion timeliness record. This information shall be provided, at the post-bid "Compliance of Scope" Review
4. The successful bidder shall certify that they will employ "qualified craft workers" with the experience and continuity befitting the wages they will be paid and hired from the labor pool. They possess and maintain any appropriate state licenses.
5. The successful bidder must certify that they have not been penalized or debarred from any public contract for falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last five (5) years.
6. The successful bidder must not be debarred from any public contracts or found by the state (after all appeals) to have violated prevailing wage laws in the last 5 years.
7. The successful bidder must certify that they have implemented a drug free workplace policy.
8. The successful bidder must certify they will secure any required bonds from a surety, licensed to do business in the State of Ohio with an A.M. Best Company rating of at least "A".
9. The successful bidder must certify that they have complied with unemployment and worker's compensation laws for at least the nine months preceding the date of bid submittal
10. The successful bidder must certify that they provide a minimum health care plan for those employees that will be working on the proposed project.
11. The successful bidder must certify that they provide a pension or retirement program for those employees that will be working on the proposed project.
12. The successful bidder must submit a list of sub-contractors to be used on the project or before notice to proceed is issued.
13. The successful bidder must certify that their construction license has not been revoked in any state or municipality.

# GENERAL CONTRACT CONDITIONS

## SECTION C

### ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

### ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required per regulations below:

*A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirement relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000.00. For contracts or subcontracts exceeding \$100,000.00, the Federal agency may accept the bonding policy requirement of the grantee provided the Federal agency has made a determination that the Government's interest in adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:*

- A. *A bid guaranty from each bidder equivalent to ten percent of the proposal price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the bidder will, upon acceptance of his/her proposal, execute such contractual documents as may be required within the time specified.*
- B. *A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.*
- C. *A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

### **ARTICLE 3 - WAGE RATES**

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract. **Insofar as possible, local labor shall be employed on this work.**

### **ARTICLE 4 - AFFIRMATIVE ACTION**

Each bidder, Contractor, and/or Subcontractor, must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 1246 as stated during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of those proposal conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

### **ARTICLE 5 - INSURANCE**

- A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
- C. Worker's Compensation
  - a) All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.
- D. Contractor's Liability Insurance

- a) The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
- b) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
- c) Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.
- d) Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.
- e) Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
- f) The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Builder's Risk Insurance

- a) Each Contractor shall maintain insurance from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed. This insurance shall be project specific and valued in the full amount of the contract.

F. Installation Floater Insurance

- a) When a contractor is involved solely in the installation of materials and not in the construction of a building (i.e. plumbing), an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

G. The Policies as listed above shall all contain all the following special provisions:

- a) The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to HOCKING ATHENS PERRY COMMUNITY ACTION AGENCY.
- b) The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.

- c) Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be any way involved in or connected with any part of his work or the work of his Subcontractors.
- d) Prior to commencement of any work under the Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

**ARTICLE 6 - SAFETY**

- A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards guidelines provisions of applicable laws, building and construction codes as well as the requirements of the Occupational Safety and Health Act of 1970, as amended through January 1, 2004, and the requirements of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health and OSHA Part 1926, Safety and Health Regulations for Construction.
- D. The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

**ARTICLE 7 - PERMITS**

The Owner is responsible for obtaining and paying for the following permits: \_\_\_\_\_  
 \_\_\_\_\_ (If blank, contractor is responsible for all permitting necessary.)

The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

## **ARTICLE 8 - SUPERVISION**

- A. The Contractor will supervise and direct the work. He/She will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor at the pre-construction meeting as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representative will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contract, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.
- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the affected property.

## **ARTICLE 9 - CLAIMS AGAINST CONTRACTOR**

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner, may, after having notified the Contractor, wither pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.

## **ARTICLE 10 - SUBCONTRACTING**

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent

of the Owner of his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in

**INSTRUCTIONS TO BIDDERS.** The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him/her.

### **ARTICLE 11 - CHANGE OF WORK**

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contractor nor release the surety, the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal are paid for as stipulated in the change order authorizing such work.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

### **ARTICLE 12 - TIME**

- A. The Date of beginning and time for completion of the work are essential conditions of the Contract Documents and work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The Contract Time to fully complete the project shall be \_\_\_consecutive calendar days following the date of commencement of work to be specified in a written "Notice to Proceed".
- D. If the Contractor shall fail to complete the work within the Contract Time, and an extension of time is not granted by the Owner, the Contractor will pay the Owner for liquidated damages \$100.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

### **ARTICLE 13 - COMPLETION OF WORK**

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable



promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

#### **ARTICLE 14 - TERMINATION**

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

#### **ARTICLE 15 - PAYMENT**

Payment to the Contractor shall be made by the Owner as follows: **100% upon completion or in draws of approximately 50%. Payment will be made only on work that is complete.** The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved invoice from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the Contractor. A turnaround time of 30 - 45 days is expected before said funds are forwarded to the Owner.

**SUPPLEMENTAL GENERAL CONDITIONS**

**1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

Following are the Plans, Specifications and an Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Document".

<b>Drawings</b>	<b>Number</b>	<b>Date</b>
<b>Specifications</b>		
<b>Addenda</b>	<b>Number</b>	<b>Date</b>

**2. STATED ALLOWANCES**

The Contractor shall include the following cash allowances in his proposal: \_\_\_\_\_

**3. SPECIAL HAZARDS:** \_\_\_\_\_

**4. CONTRACTOR’S AND SUBCONTRACTOR’S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE**

- a. As required under Article 5 of the General Contract Conditions, the Contractor’s Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, and Contractor’s Property Damage Insurance in an amount not less than \$1,000,000.
- b. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor’s Public Liability and Property Damage of the type and in the same amount as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

**5. PHOTOGRAPHS OF THE PROJECT**

The Contractor will furnish photographs in the number, type and state as enumerated: \_\_\_\_\_

**6. SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON MINIMUM HOURLY WAGE RATES**

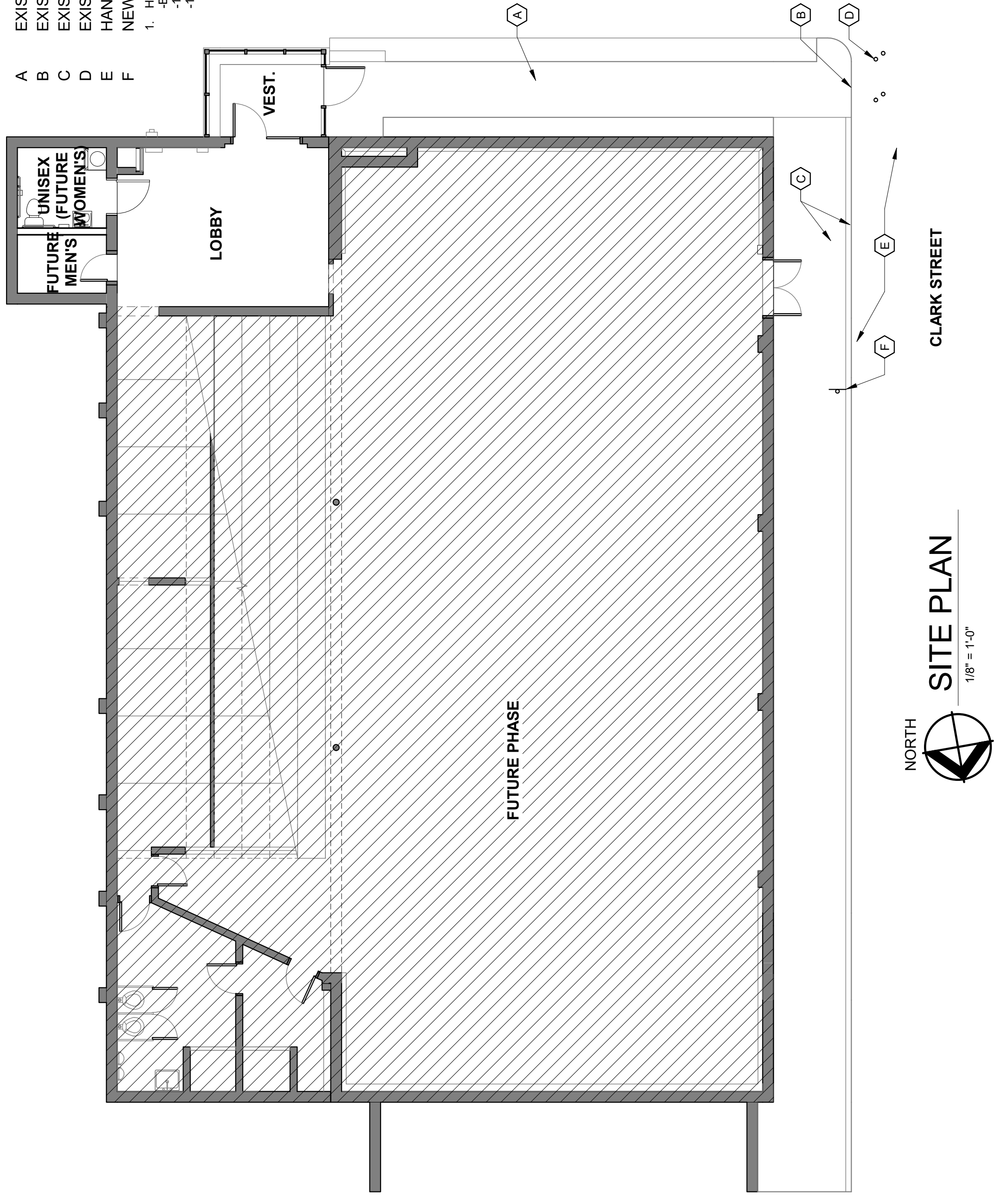
Refer to Section E

# **WORK SPECIFICATIONS**

## **SECTION D**

### CODED SITE PLAN NOTES

- A EXISTING CONCRETE SIDEWALK (MAXIMUM SLOPE 1:20)
  - B EXISTING ADA CURB RAMP TO REMAIN
  - C EXISTING CONCRETE CURB AND SIDEWALK TO REMAIN
  - D EXISTING WATER METER
  - E HANDICAP PARKING SPACE
  - F NEW HANDICAP PARKING SIGN - BY OWNER
1. HC PARKING SIGN  
 - BOTTOM SIGN TO CONC. SIDEWALK 60"  
 - 12"x18" SIGN W/ INTERNATIONAL SYMBOL OF ACCESSIBILITY\*  
 - 12"x6" SIGN W/ VERBAGE "VAN ACCESSIBLE"

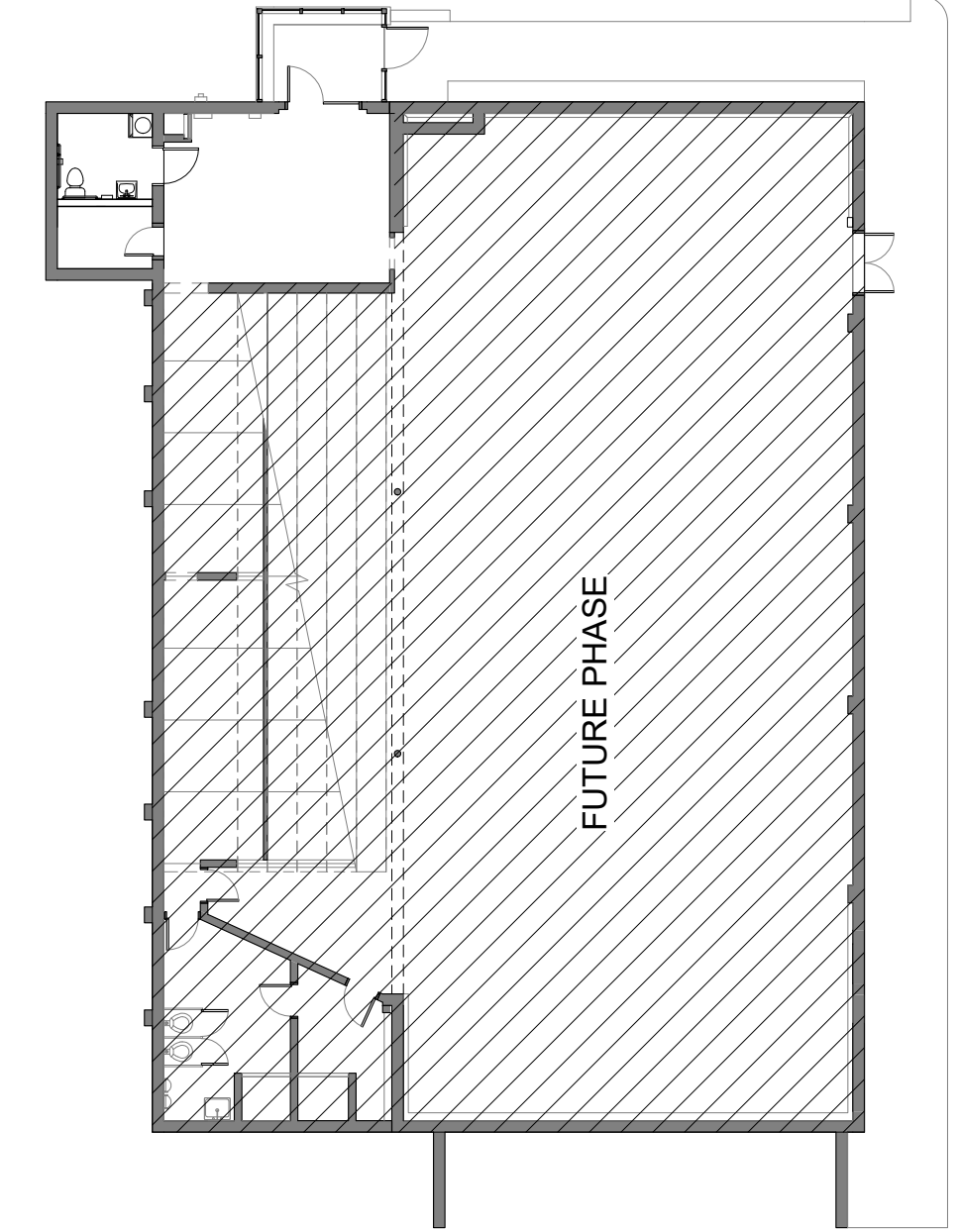


NORTH  
**SITE PLAN**  
 1/8" = 1'-0"

**Architect**  
 VSWC Architects  
 603 W. Union St.  
 Athens, OH 45701  
 PH: (740)541-9725  
 Contacts: Trent DeBruin  
 (trent.debruin@vswc.com)

**Owner**  
 Perry County Commissioners  
 526 Mill Street  
 New Lexington, OH 43764  
 PH: (740) 342-2045  
 Project #: B-F-19-1CG-1  
 Project Coordinator: Hocking Athens Perry Community Action

**Drawing Index**  
 A0 SITE PLAN AND CODE DATA  
 A1 PLAN, SCHEDULES AND NOTES  
 MEP1 ELECTRICAL AND PLUMBING



**PROPOSED WORK PLAN**  
 1/16" = 1'-0"

### PARTIAL CODE REVIEW 2017 OHIO BUILDING CODE (OBC)

**PROJECT NAME:** DELYN CENTER - ADA RESTROOM  
**NEIGHBORHOOD FACILITY IMPROVEMENT**  
**LOCATION:** NEW STRAITSVILLE, OH 43766  
**DESIGNED PER:**  
 2017 OHIO BUILDING CODE  
 2017 MECHANICAL CODE  
 2017 PLUMBING CODE  
 NFPA 70 NATIONAL ELECTRIC CODE

**SCOPE OF WORK:** RENOVATION OF EXISTING RESTROOM ONLY. THE BALANCE OF THE BUILDING WILL NOT BE OCCUPIED

1. USE GROUP CLASSIFICATION
  - a. PROPOSED: A-3 (ASSEMBLY - COMMUNITY HALL)
  - b. EXISTING: A-3 (ASSEMBLY - GYMNASIUM)
2. CONSTRUCTION CLASSIFICATION
  - a. VB (UNPROTECTED)
4. GENERAL BUILDING LIMITATIONS
  - a. HEIGHT AND AREA LIMITATIONS
 

ALLOWABLE:

    - 1.) HEIGHT: 40 FT
    - 2.) # OF FLOORS: ONE
    - 3.) AREA: 6,000 SF
  - 1.) HEIGHT: 24'-0"
  - 2.) # OF FLOORS : ONE
  - 3.) AREA:  
 EXISTING BUILDING AREA: 5,420 SF  
 PROPOSED AREA OF WORK: 150 SF
5. OCCUPANT LOAD
  - a. OCCUPANCY TYPE:
    - 1.) ASSEMBLY: N/A
    - 2.) RESTROOMS: NOT CLASSIFIED AS OCCUPIED SPACE
6. FIRE SUPPRESSION SYSTEM - NOT PROVIDED
7. STANDPIPE SYSTEM- NOT PROVIDED
8. FIRE ALARM SYSTEM- NOT PROVIDED

OBC Section 1301.1 – Energy Analysis  
 i. Mechanical System  
 a. Mechanical System: OMC Section 101.2  
 b. The purpose of this project is to provide a restroom for public use. It will include heating and an exhaust fan.



**Set Issuance**  
 2-17-2021 PERMIT/BID SET

**Revision**

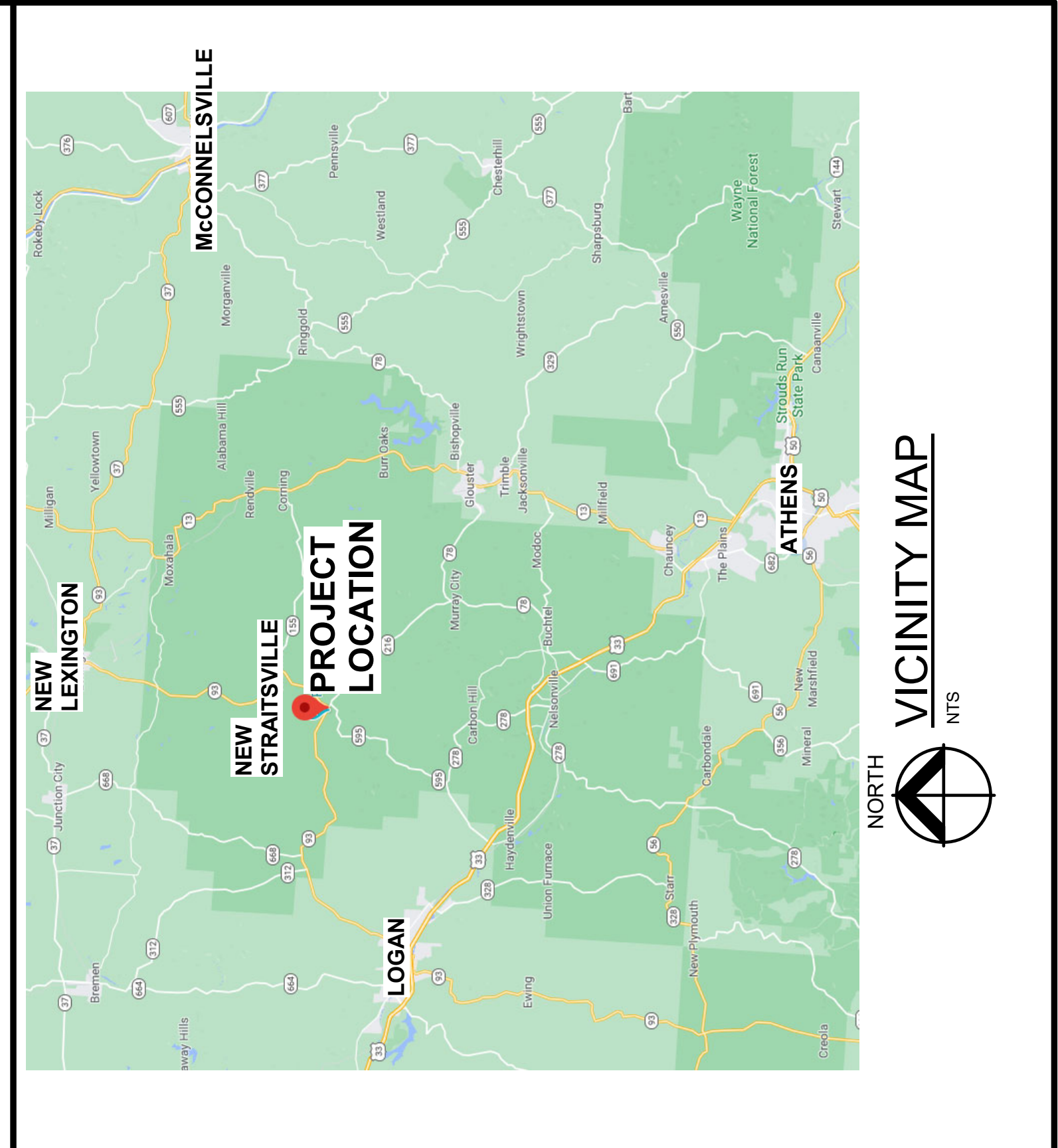
**DELYN CENTER  
 RESTROOM RENOVATION**  
 FOR  
**PERRY COUNTY COMMISSIONERS**  
 New Straitsville, OH 43766

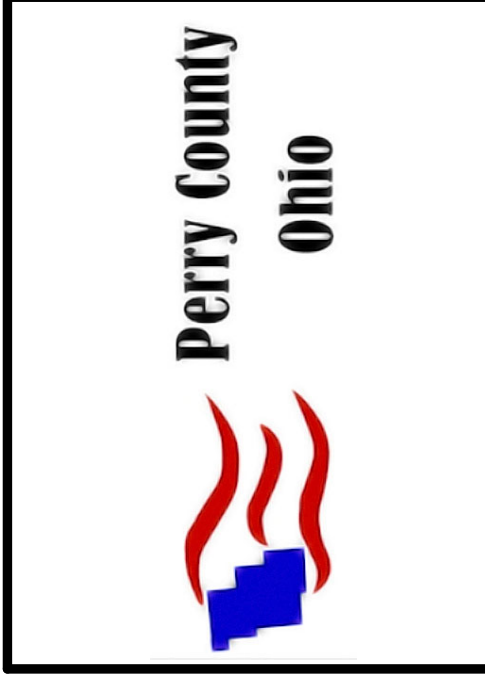
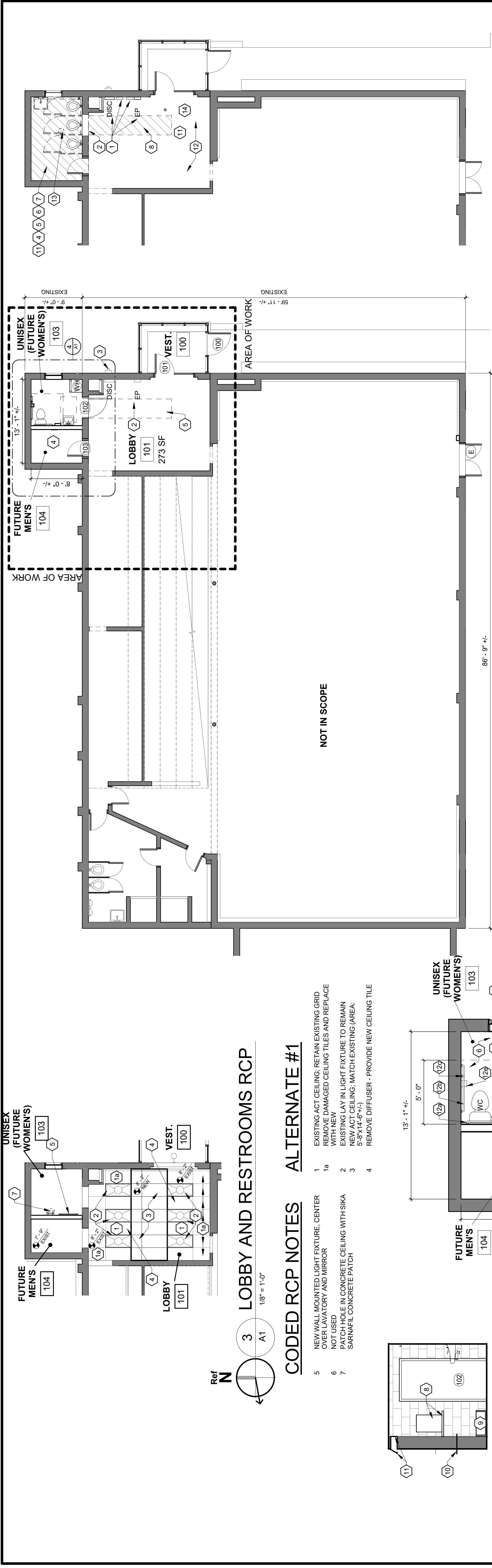
**PERMIT/BID SET**



VSWC Project Number: 336-03

**SITE PLAN AND  
 CODE DATA**  
**A0**





**Set Issuance**  
2-17-2021 PERMIT/BID SET

**Revision**

**DELYN CENTER  
RESTROOM RENOVATION**

FOR  
**PERRY COUNTY COMMISSIONERS**

New Straitsville, OH 43766

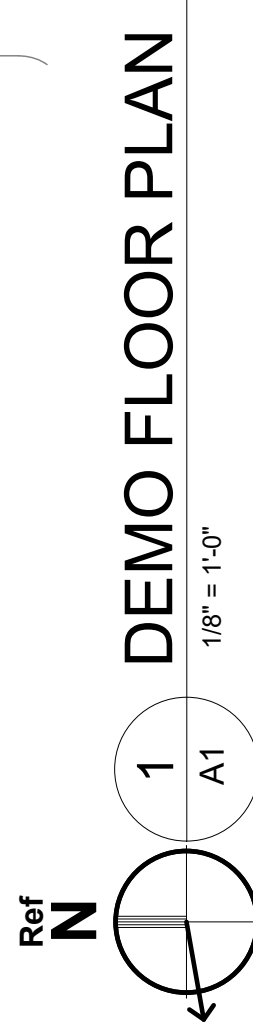
**PERMIT/BID SET**



VSWC Project Number: 336-03

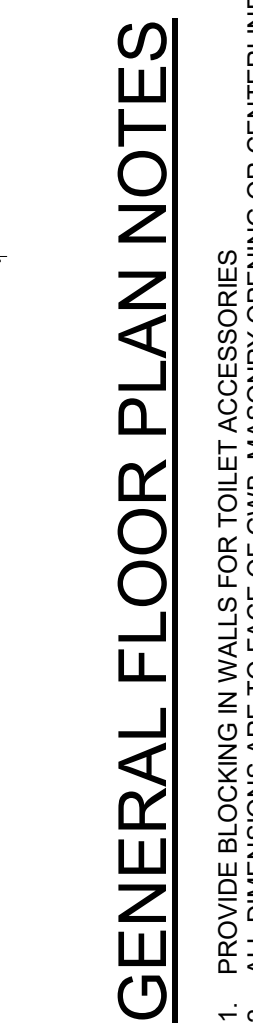
**PLAN, SCHEDULES  
AND NOTES**

**A1**



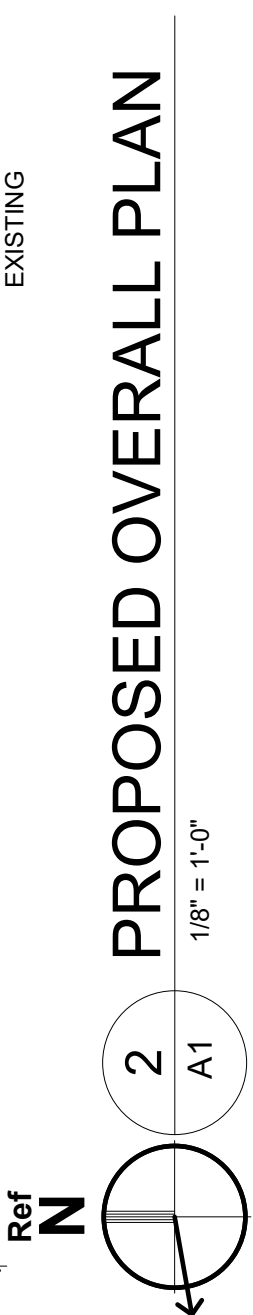
**CODED DEMO NOTES**

1. DISCONNECT AND REMOVE ALL EXISTING CIRCUITRY, WIRING AND CONDUIT FROM EXISTING ELECTRICAL PANEL. SEE ELECTRICAL SHEET FOR ADDITIONAL ELECTRICAL DEMOLITION WORK.
2. REMOVE CONCRETE BLOCK WALL AS REQUIRED FOR NEW DOOR OPENING.
3. NOT USED.
4. REMOVE CONCRETE FLOOR.
5. REMOVE TOILET PARTITIONS.
6. REMOVE PLUMBING FIXTURES.
7. REMOVE ALL PIPING ASSOCIATED WITH PLUMBING AND REMOVED TOILET PARTITIONS.
8. REMOVE ALL EXISTING PLUMBING AND REMOVED TOILET PARTITIONS CONNECTION TO NEW SANITARY LINE TO EXISTING CONNECTION.
9. NOT USED.
10. REMOVE ALL UNUSED PIPING AND/OR CONDUIT BELOW THE CEILING IN THIS SPACE.
11. RETAIN EXISTING ACT GRID AND CEILING PANELS UNLESS DAMAGED. SEE RCP FOR EXISTING TILES TO BE REPLACED.
12. REMOVE HVAC DIFFUSERS AND GRILLES.
13. RETAIN CEILING LIGHT FIXTURES IN THIS SPACE.
14. NOT USED.
15. NOT USED.



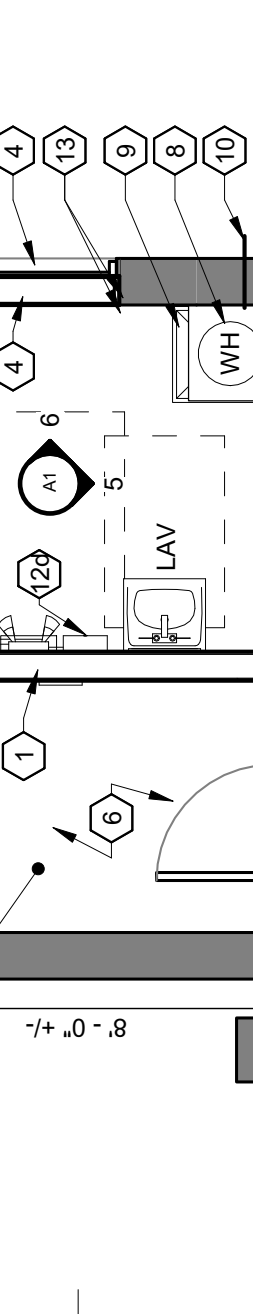
**GENERAL FLOOR PLAN NOTES**

1. PROVIDE BLOCKING IN WALLS FOR TOILET ACCESSORIES. ALL DIMENSIONS ARE TO FACE OF GWB. MASONRY OPENING OR CENTERLINE.
2. ALL GWB SHALL BE MOISTURE RESISTANT 5/8" TYPE 'X'.
3. ALL GWB SHALL BE MOISTURE RESISTANT 5/8" TYPE 'X'.



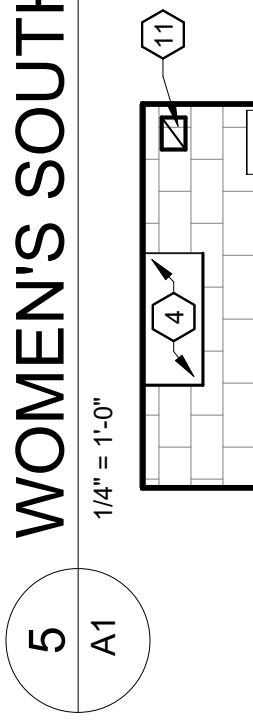
**CODED RCP NOTES**

1. EXISTING ACT CEILING; RETAIN EXISTING GRID OVER LAVATORY AND MIRROR.
- 1a. REMOVE DAMAGED CEILING TILES AND REPLACE WITH NEW.
2. EXISTING LAY IN LIGHT FIXTURE TO REMAIN.
3. NEW ACT CEILING; MATCH EXISTING AREA.
4. REMOVE DIFFUSER - PROVIDE NEW CEILING TILE.
5. NEW WALL MOUNTED LIGHT FIXTURE, CENTER OVER LAVATORY AND MIRROR.
6. NOT USED.
7. PATCH HOLE IN CONCRETE CEILING WITH SIKA SAKRIFIL CONCRETE PATCH.
8. REMOVE DIFFUSER - PROVIDE NEW CEILING TILE.



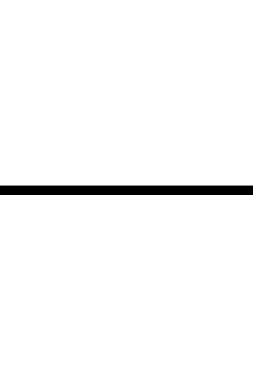
**CODED ENLARGED PLAN / INT. ELEVATION NOTES**

1. NEW 6" METAL STUDS @ 16" O.C. WITH UNFACED BATT INSULATION AND 5/8" MOISTURE RESISTANT GYPSUM WALLBOARD ON ONE SIDE (RESTROOM 103 SIDE ONLY).
2. NOT USED.
3. NOT USED.
4. RETAIN EXISTING WINDOW. INFILL MASONRY OPENING WITH NEW 6" METAL STUDS @ 16" O.C. WITH R-19 FACED BATT INSULATION AND 5/8" TYPE X GYPSUM WALL BOARD ON RESTROOM SIDE.
5. NEW STEEL LINTEL. PROVIDE (5) 3/8"x5/8"x25" STEEL ANGLES WITH 8" BEARING EACH END.
6. NEW 4" FLOOR PLAN FOR CONCRETE PATCHING TO LOBBY.
7. PROVIDE NEW WATER HEATER ON PL WOOD SHELF.
8. NEW MDP SINK.
9. EXISTING WATER SERVICE LINE LOCATION.
10. NEW EXHAUST FAN IN EXISTING MASONRY OPENING WITH NEW HOOD VENT.
11. TOILET ACCESSORIES.
- 12a. GRAB BAR 36" GB.
- 12b. GRAB BAR 42" GB.
- 12c. GRAB BAR 18" GB.
- 12d. PAPER TOWEL DISPENSER.
- 12e. TOILET PAPER DISPENSER.
- 12f. MIRROR.
13. ALIGN FACE OF NEW WALL WITH OPENING OF EXISTING WINDOW.



**PAINT SPEC**

- PRODUCTS  
MANUFACTURERS  
Sherwin-Williams
1. INTERIOR PAINT SYSTEMS  
A. MASONRY, CMU - Concrete Block.  
a. Epoxy Systems (Water Based).  
1st Coat: S-W Loom Block Surfacer, LX101W/200 (50-100 sq ft/gal).  
2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46-150 Series.  
3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46-150 Series (4 mils wet, 1.5 mils dry per coat).
- B. FERROUS METAL (Steel Doors, Trim, Frames).  
a. Acrylic Primer with Urethane Finish Systems:  
1. Semi-Gloss Finish:  
1st Coat: S-W Pro Industrial Pro-Cryl Universal Metal Primer, B66-310 series (3.6 mils dry).  
2nd Coat: S-W Emerald Urethane Trim Enamel Semi-Gloss, K38-750 Series.  
3rd Coat: S-W Emerald Urethane Trim Enamel Semi-Gloss, K38-750 Series. (1.4 mils dry per coat).



**DOOR SCHEDULE**

DOOR #	# OF LEAFS	WIDTH	HEIGHT	THICKNESS	DOOR			FRAME			MISCELLANEOUS	SIGN	COMMENTS
					MAT'L	FINISH	TYPE	MAT'L	FINISH	TYPE			
100	1	3'-6"	7'-0"	1 3/4"	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	-	-	-
101	2	3'-0"	7'-0"	1 3/4"	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	-	-	-
102	1	3'-0"	6'-8"	1 3/4"	FLUSH	HM	PAINT	A	HM	PAINT	1	20 MIN	INSULATED
103	1	2'-5"	6'-8"	1 3/4"	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	-	-	-

**ROOM FINISH SCHEDULE**

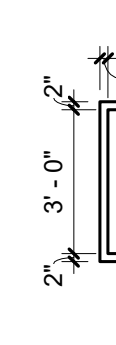
ROOM #	NAME	FLOOR			WALL			CEILING		
		FINISH	BASE	MAT'L	FINISH	MAT'L	FINISH	MAT'L	FINISH	HEIGHT
100	VEST.	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	9'-0" EXT
101	LOBBY	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	8'-2" EXT
103	UNISEX (FUTURE WOMEN'S)	CONC	RCB	EXIST CMU/GWB	PAINT	EXIST	PAINT	EXIST	EXIST	7'-8" EXT
104	FUTURE MEN'S	CONC	EXIST	UNFINISHED	EXIST	EXIST	EXIST	EXIST	EXIST	7'-8" EXT

**CODED ROOM FINISH SCHEDULE NOTES**

1. SEE REFLECTED CEILING PLAN FOR SCOPE

**DOOR HARDWARE SCHEDULE**

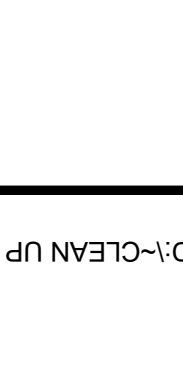
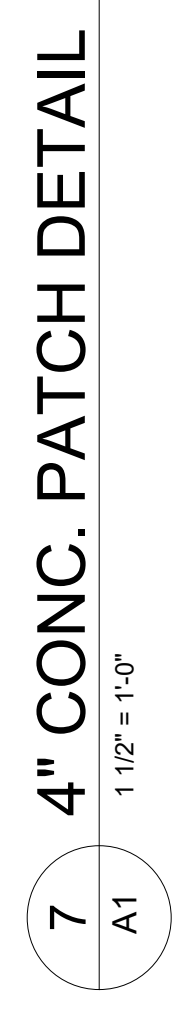
1. HINGES - NEW  
LEVER-NEW  
PRIVACY LOCKSET  
WALL STOP - NEW  
CLOSER - NEW

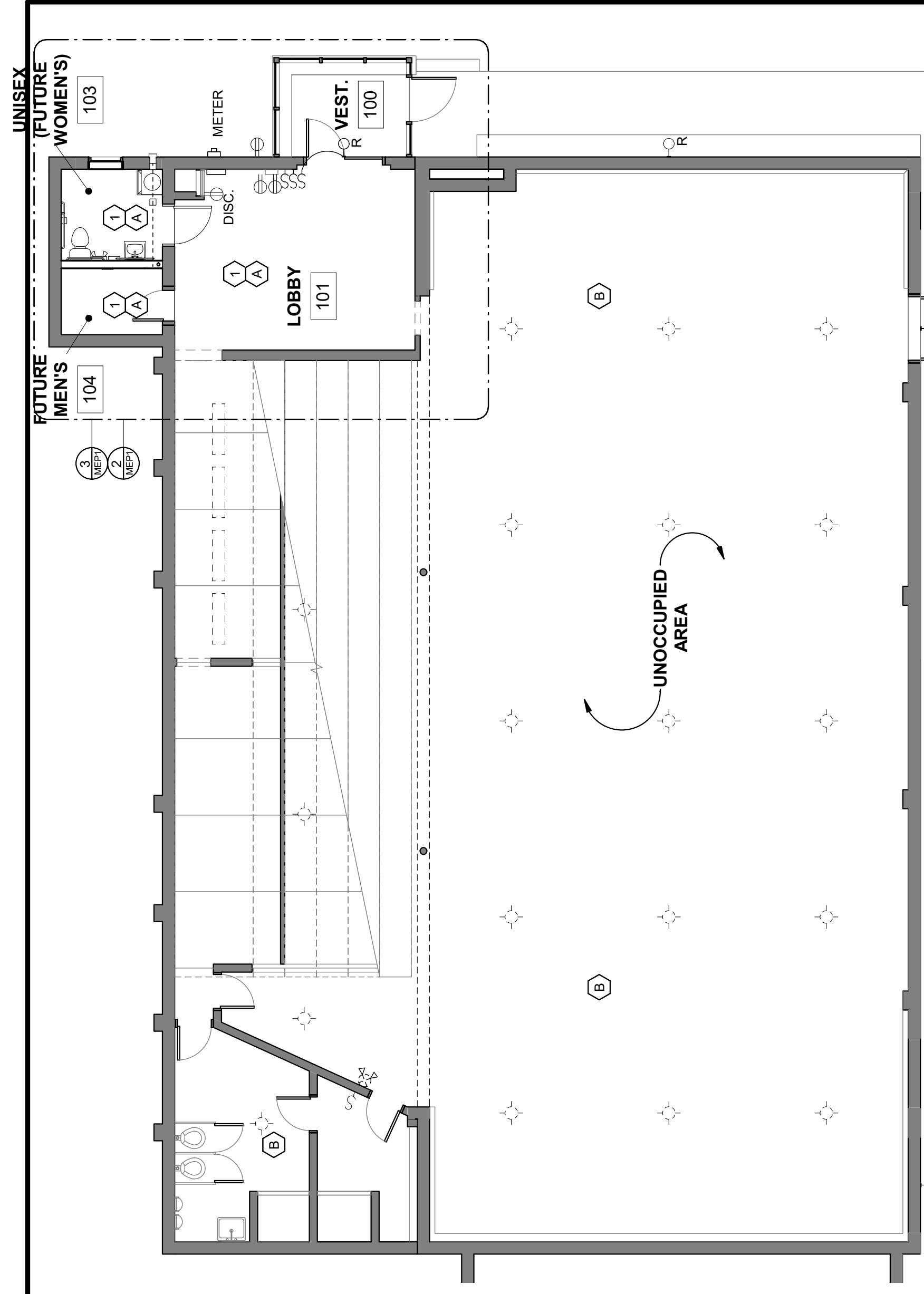
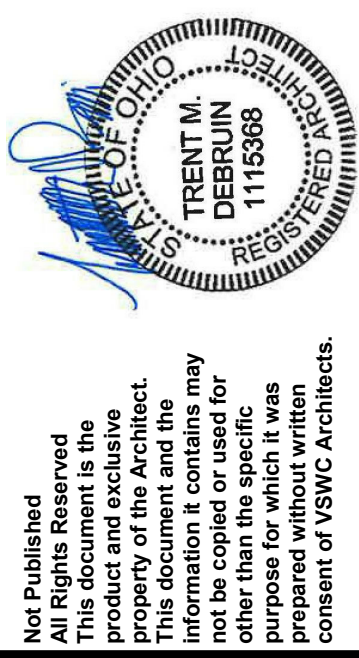


**DOOR FRAME TYPE**



**DOOR FRAME AT EXIST. MASONRY WALL**





1 MEP OVERALL PLAN  
1/8" = 1'-0"

**ELECTRIC GENERAL NOTE**

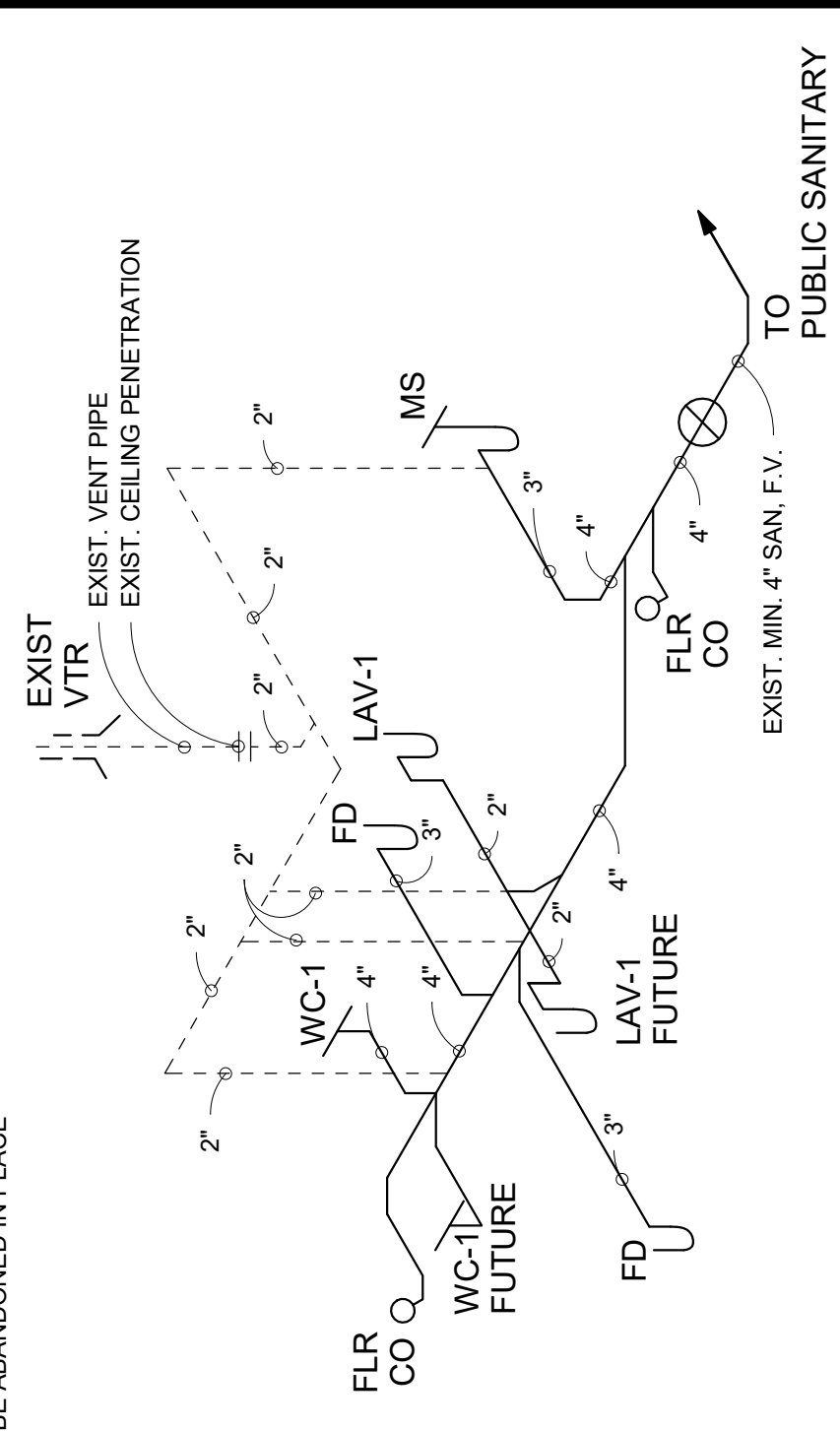
- ALL EXISTING ELECTRICAL DEVICES, CIRCUITRY, AND WIRING SHALL BE REMOVED AND REINSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES. ALL UNUSED CONDUIT AND WIRING IN AREA OF WORK (ROOMS: 100, 101, 103 AND 104) EXPOSED TO VIEW SHALL BE REMOVED. EXISTING CONDUIT, WIRING, LIGHT FIXTURES, ELECTRICAL DEVICES, AND ETC. SHALL BE REMOVED AND REINSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES. EXCEPT WHERE NOTED OTHERWISE, NO EXISTING WIRING SHALL BE REUSED.

**MEP OVERALL CODED ELECTRICAL NOTES**

- ELECTRICAL CONTRACTOR CAN REUSE EXISTING CONDUIT AS DESIRED

**MEP OVERALL CODED PLUMBING NOTES**

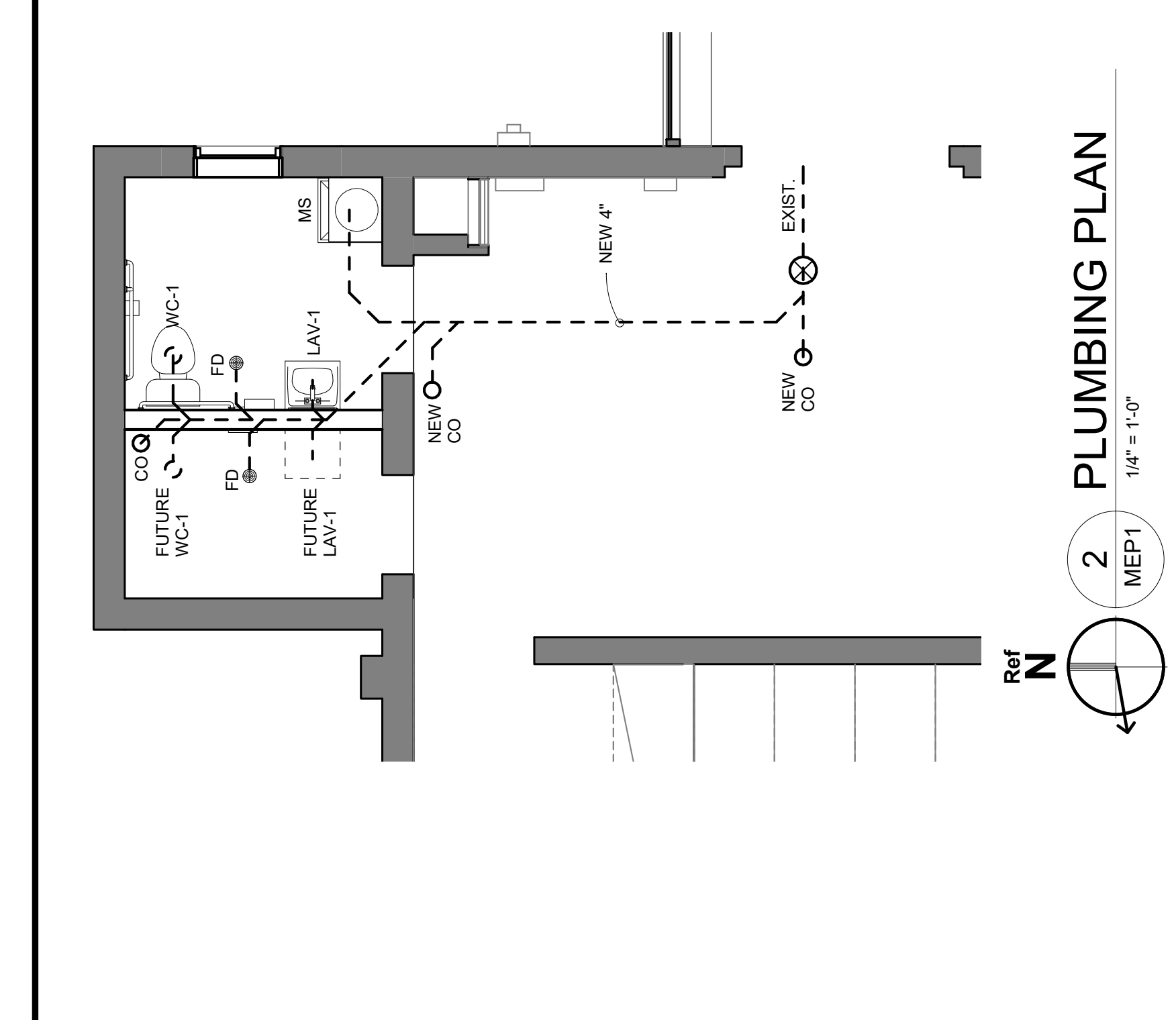
- CUT OFF AND REMOVE ALL WATER, VENT AND OTHER PIPING ABOVE FINISH FLOOR IN ROOMS: 100, 101, 103 AND 104.
- ALL PLUMBING PIPING AND FIXTURES OUTSIDE "THE AREA OF WORK" SHALL BE ABANDONED IN PLACE



**PLUMBING SANITARY RISER**

NTS

- PLUMBING NOTES:**
- A PRESSURE TANK SHALL BE PROVIDED, AND SHOCK ABSORBERS SHALL BE INSTALLED ON THE MAIN BRANCH LINES.
  - STOP VALVES SHALL BE INSTALLED ON ALL FIXTURES. PC SHALL PROVIDE AN ACCESS PANEL AS NEEDED FOR STOPS.
  - THE PC SHALL ASSUME ALL RESPONSIBILITY FOR COMPLETION OF ALL WORK TO THE HIGHEST TRADE AND MFG. STANDARDS. THE INTERPRETATION OF THESE STANDARDS SHALL BE MADE BY THE ARCHITECT.
  - THE PC SHALL REVIEW THE DRAWINGS AND SPECIFICATIONS PRIOR TO BIDDING AND NOTIFY THE ARCHITECT OF ANY CONFLICTS. ALL WORK SHALL BE DONE IN FULL COMPLIANCE WITH ALL STATE AND LOCAL CODES. THERE WILL BE NO CONFLICTS. ALL WORK SHALL BE DONE IN FULL COMPLIANCE WITH ALL STATE AND LOCAL CODES. THERE WILL BE NO CONFLICTS.
  - PC SHALL PROVIDE AND INSTALL FLOOR DRAINS.
  - PC SHALL PROVIDE AND INSTALL PRESSURE REDUCING VALVE AND BACKFLOW PREVENTER AS REQUIRED. WATER METER IS EXISTING.
  - OWNER SHALL PAY FOR LOCAL PLUMBING.
  - OWNER SHALL OBTAIN ALL LOCAL PERMITS AND PROVIDE AS BUILT DRAWINGS FOR ALL WORK AS INSTALLED AND NOT SHOWN ON DRAWINGS.
  - PC SHALL COORDINATE PLUMBING WORK WITH OTHER TRADES AS WELL AS STATE AND LOCAL INSPECTORS.
  - PC SHALL REUSE EXISTING VENT STACK THRU ROOF.
  - NOT USED
  - PC SHALL PROVIDE LAVATORY WITH SUPPORT ARMS AND WATER CLOSET WITH FLUSH SEAT.
  - THE PC SHALL PROVIDE LEVER HANDLES ON LAVATORIES AND THERMAL MIXING VALVES AS REQUIRED.
  - INSULATE ALL BELOW LAVATORY PLUMBING AS PER ADA WITH TRU BRO LAV. GUARD SCALD PROTECTION OR EQUAL.
  - CONNECT TO EXISTING WATER AND SANITARY LINES WITHIN BUILDING, WHERE SHOWN.
  - WATER LINES SHALL BE PE PIPING.
  - ALL DOMESTIC PLUMBING LINES TO BE SLOPED TO DRAIN VALVE



2 PLUMBING PLAN  
1/4" = 1'-0"

**PLUMBING FIXTURE SCHEDULE**

FIXTURE	VENDCW	DHW	WASTE
WC-1	3/4"	-	4"
LAV-1	1/2"	1/2"	2"
FD	-	-	3"
EW/H	1/2"	1/2"	-
T/MV	-	-	-
BFP	-	-	-
MS	1/2"	1/2"	3"

**NOTES: ELECTRICAL PANEL**

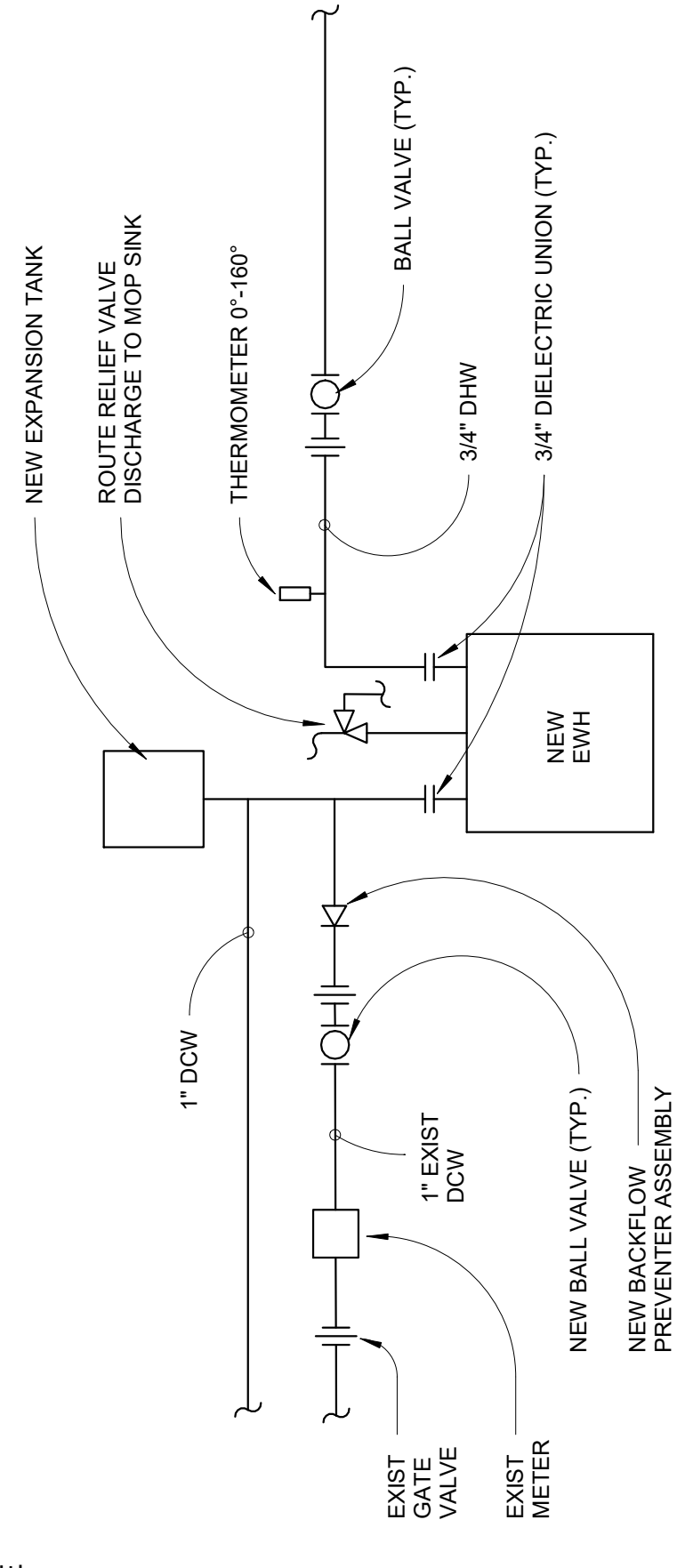
- ONLY LOAD ON EXISTING PANEL WILL BE:
  - EXISTING LOBBY LIGHT FIXTURES.
  - WALL HEATERS.
  - ONE 200 CFM EXHAUST FAN AND RESTROOM LIGHT AND RECEPTACLE
- ALL OTHER ELECTRICAL ITEMS WILL BE DISCONNECTED FROM PANEL.

**NOTE:**

- GROUND SYSTEM PER NFPA 70, ARTICLE 250
- GROUNDING ELECTRODE
- INTERIOR PIPING
- METAL STRUCTURE
- FOUNDATION REBAR
- METAL ROOF
- OTHER ITEMS - COORDINATE WITH LOCAL AHJ (AUTHORITY HAVING JURISDICTION)

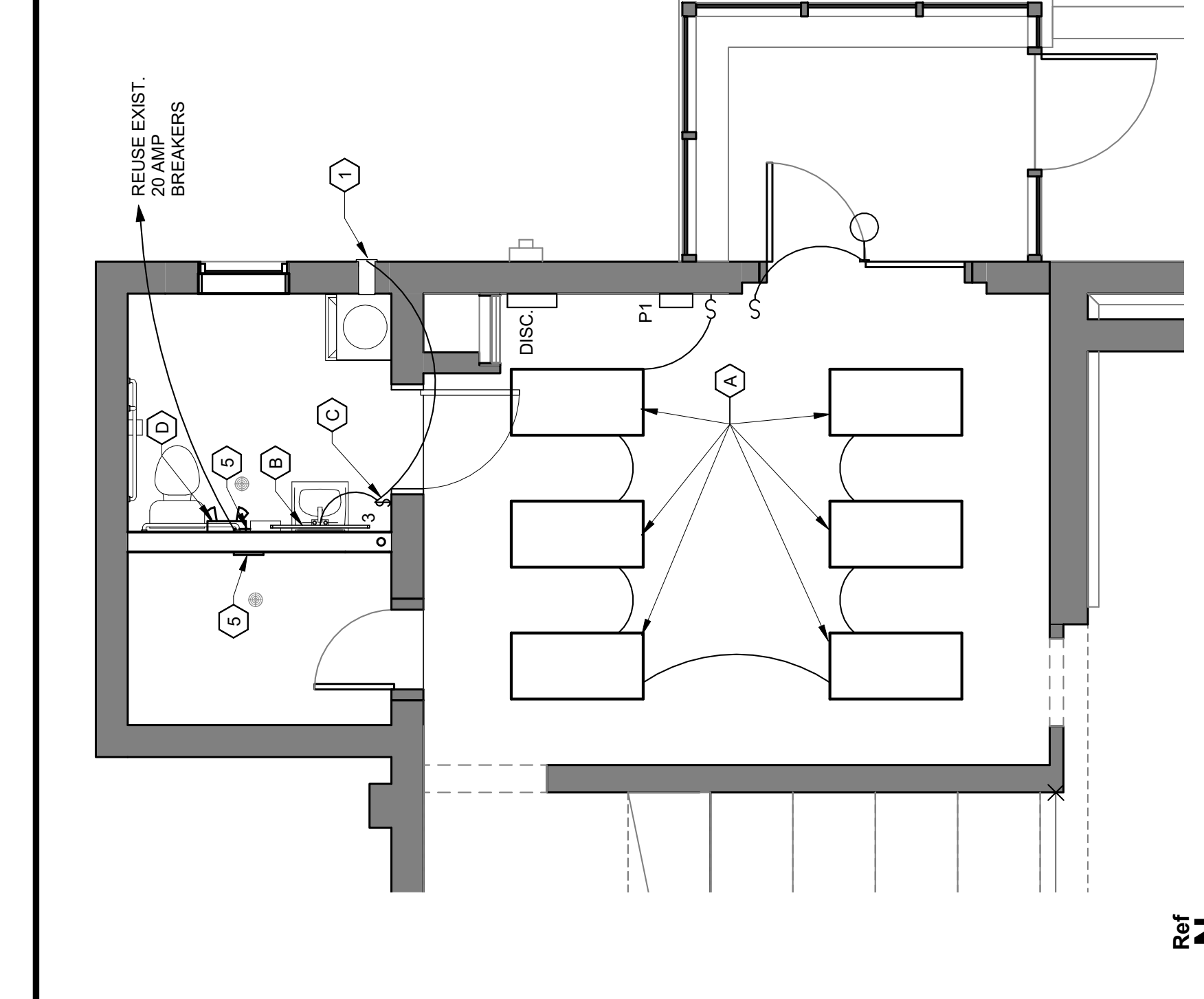
**ELECTRIC WATER HEATER / SERVICE DIAGRAM**

NTS



**ELECTRICAL NOTES & SPECIFICATIONS:**

- ELECTRICAL WIRING, EQUIPMENT, AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE 2017 O.B.C., NFPA 70 N.E.C. LOCAL CODES AND SHALL BE SUBJECT TO THE APPROVAL OF THE DISTRICT INSPECTOR AND CODE OFFICE.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
- THE MAIN SERVICE ENTRANCE GROUND AS WELL AS ALL FIXTURE AND EQUIPMENT GROUNDS SHALL COMPLY WITH ARTICLE 250 OF THE N.E.C.
- ALL WORK SHALL BE PERFORMED BY A QUALIFIED ELECTRICIAN TO THE MANUFACTURER'S SPECIFICATIONS AND THE HIGHEST TRADE STANDARDS.
- FIXTURES SHALL BE U.L. APPROVED.
- THE EC SHALL COORDINATE ALL WORK WITH THE POWER COMPANY.
- THE EC SHALL SUBMIT SHOP DRAWINGS OR PRODUCT CUT SHEETS FOR ANY ITEM NOT SPECIFIED ON THE DRAWINGS OR IN THE SPECIFICATION AS A SUBSTITUTION.
- THE EC SHALL MARK UP A CLEAN SET OF DRAWINGS SHOWING ALL CHANGES TO THE WORK AND FIXTURES NOT SHOWN ON THE DRAWINGS. THE EC SHALL MARK UP THE DRAWINGS AND JOB SITE PRIOR TO SUBMITTING A BID AND NOTE ALL CONFLICTS OR QUESTIONS WHICH CANNOT BE BID WITH FULL CONFIDENCE.
- THE EC SHALL PROVIDE AND INSTALL ALL HIGH VOLTAGE WIRE, JUNCTION BOXES, SWITCHES, AND FIXTURES REQUIRED TO COMPLETE THE PROJECT. ALL FINAL HOOKUP AND TESTING OF FIXTURES OR EQUIPMENT SHALL BE PERFORMED BY THE TRADES.
- LOCATIONS NOTED AS FUTURE SHALL HAVE 1" CONDUIT STUBBED TO AN ACCESSIBLE AREA FOR FUTURE USE.
- THE EC SHALL PROVIDE AND INSTALL ALL FINISH COVER PLATES.
- THE EC SHALL CHECK WITH EACH TRADE AND VERIFY ALL ELECTRICAL NEEDS AND INCLUDE THESE REQUIREMENTS IN THE BID.



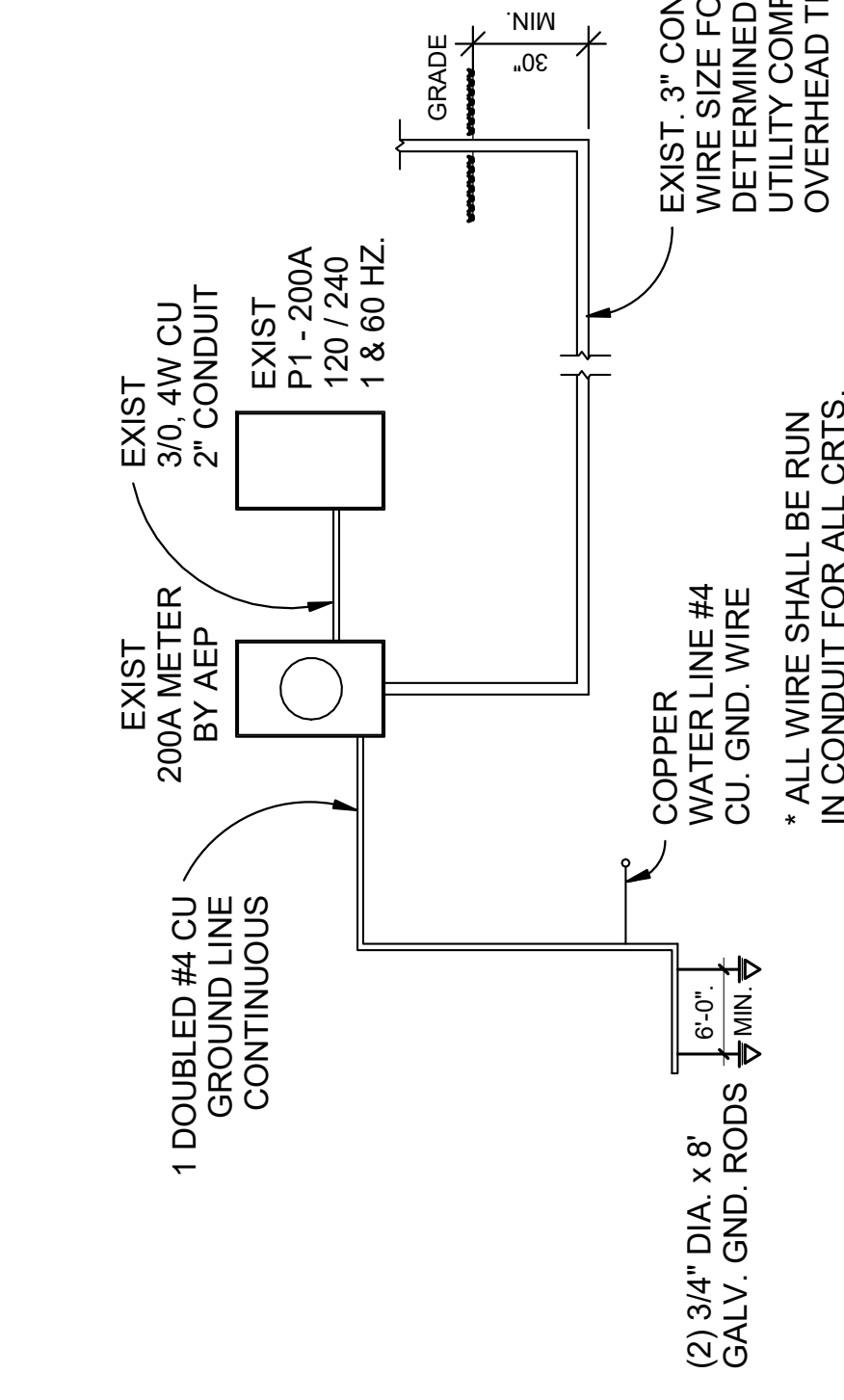
3 ELECTRICAL/MECHANICAL PLAN  
1/4" = 1'-0"

**CODED MECHANICAL NOTES**

- 200 CFM EXHAUST FAN W/ HOOD VENT AT EXTERIO
- NOT USED
- NOT USED
- NOT USED
- NEW WALL MOUNTED 1000 WATT FORCED AIR ELECTRIC HEATER, BOTTOM AT 10" AFF

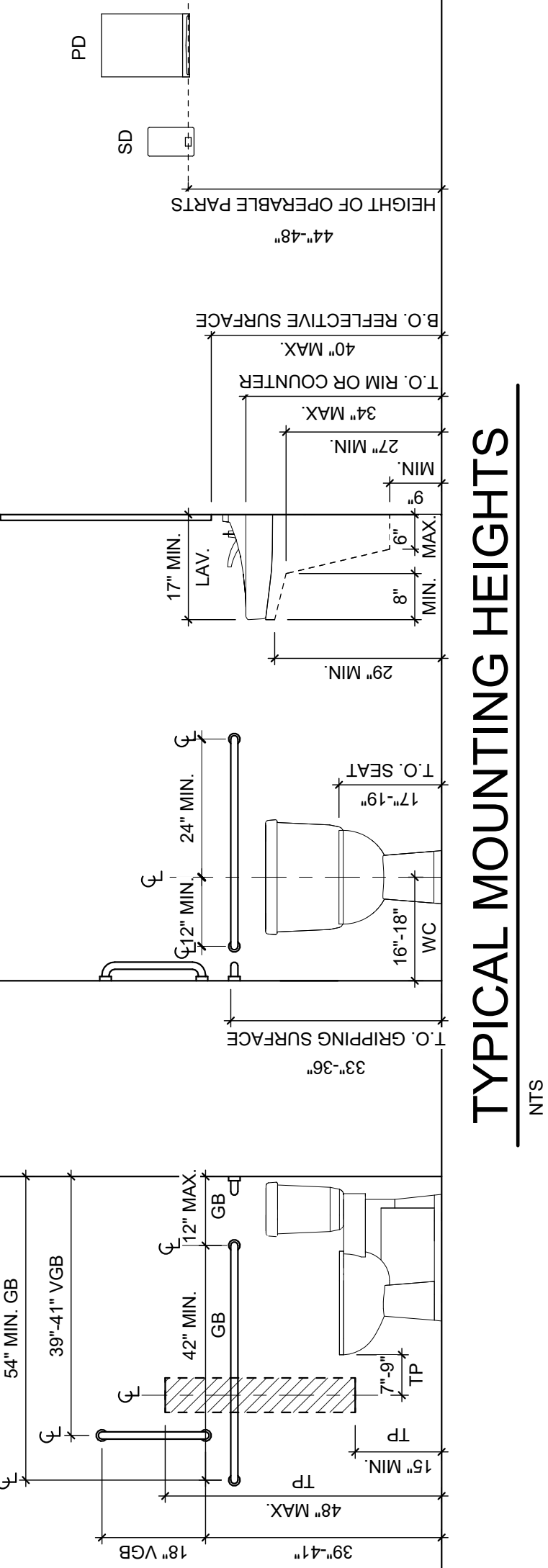
**CODED ELECTRICAL NOTES**

- RETAIN EXISTING FIXTURES
- WALL MOUNTED LIGHT FIXTURE CENTER ABOVE SINK
- SWITCH WITH GFCI RECEPTACLE AT 48" AFF
- NEW EMERGENCY LIGHT FIXTURE



**ELEC RISER**

NTS



**TYPICAL MOUNTING HEIGHTS**

NTS

# **DAVIS-BACON WAGE DETERMINATIONS**

## **SECTION E**

"General Decision Number: OH20210065 01/15/2021

Superseded General Decision Number: OH20200065

State: Ohio

Construction Type: Building

Counties: Coshocton, Guernsey, Harrison, Morgan, Noble and Perry Counties in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021

ASBE0002-003 08/01/2020



	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 42.03	26.90

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BROH0009-004 06/01/2019

COSHOCTON, GUERNSEY, MORGAN, NOBLE, AND PERRY COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 28.82	15.43

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BROH0010-001 07/01/2019

HARRISON COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 31.14	19.07

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BROH0055-007 06/01/2019

	Rates	Fringes
TILE FINISHER.....	\$ 26.66	7.90
TILE SETTER.....	\$ 27.20	14.69

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ELEC0246-003 10/26/2020

HARRISON COUNTY

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 21.50	11.62

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ELEC0540-002 09/01/2018

COSHOCTON, GUERNSEY, MORGAN, NOBLE, and PERRY COUNTIES

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 21.65	15.63

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ELEC0972-006 06/01/2020

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 33.95	27.71

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ENGI0018-025 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/Excavator/Trackhoe;		
Crane.....	\$ 35.89	15.09
Bobcat/Skid Steer/Skid		
Loader; Bulldozer.....	\$ 35.77	15.09
Forklift.....	\$ 34.73	15.09

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IRON0550-008 05/01/2020

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 29.27	20.87

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LABO0083-004 06/01/2020

	Rates	Fringes
LABORER		
Mason Tender -		
Cement/Concrete.....	\$ 37.15	11.20

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LABO0134-002 05/01/2020

	Rates	Fringes
LABORER		
Mason Tender - Brick.....	\$ 28.68	11.20

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PAIN0093-003 12/01/2018

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 25.88	18.50

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PLAS0132-011 06/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.84	16.39

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PLUM0495-007 06/01/2019

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 39.04	23.34
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 39.04	23.34

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\* SFOH0669-009 01/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.88	25.81

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SHEE0024-024 06/01/2017

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 28.32	24.71

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SHEE0033-015 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 31.64	26.85

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\* UAVG-OH-0016 01/01/2018

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 29.10	19.73

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\* UAVG-OH-0017 01/01/2019

	Rates	Fringes
ROOFER.....	\$ 29.59	15.17

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SUOH2012-067 08/29/2014

	Rates	Fringes
CARPENTER.....	\$ 25.75	12.99
LABORER: Common or General.....	\$ 24.62	8.51
LABORER: Pipelayer.....	\$ 18.37	4.79
OPERATOR: Loader.....	\$ 22.69	8.01
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.91	10.42
TRUCK DRIVER: Dump (All Types)...	\$ 19.33	6.55

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

## History

- Jan 15, 2021 [OH20210065 - Modification 1](#)
- Jan 15, 2021 [OH20210065 - Modification 0](#)

# **BID FORMS**

## **SECTION F**



**ATTACHMENT A**  
Itemized Bid Sheet

\_\_\_\_\_

*This itemized bid sheet must be completed in its entirety and returned with the contractor's bid submittal packet.*

**BASE BID**

Item	Description	Qty.	Price Ea.	Total
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>TOTAL</b>			\$	\$

*All work is to be completed as described in Section D, Work Specifications, in the bidding documents*

Bid submitted by: \_\_\_\_\_

Authorized signature \_\_\_\_\_

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

Federal Tax ID Number: \_\_\_\_\_

**BID OPENING**

**PLACE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a (circle one) Corporation / Partnership / LLC / Sole Proprietor, organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_.

**TO THE «COMMISSIONER» (hereinafter called "Owner"):**

The Bidder, in compliance with your invitation for bids for the furnishing of materials and/or equipment for the \_\_\_\_\_ project, having examined the specifications with related documents, hereby proposes to furnish all materials and supplies in accordance with the contract documents, within the time set forth therein, and at the process stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within \_\_\_ consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 29 of the General Contract Conditions.

Bidder acknowledges receipt of the following addendum(s):

\_\_\_\_\_

Bidder agrees to provide all of the \_\_\_\_\_ Project materials and/or equipment described in the \_\_\_\_\_ specifications and shown on the plans (if applicable) for the total amount of the bid based on the approximate quantities listed on the following pages. The unit prices specified by the bidder amount to the sum of:

TOTAL BID PER UNIT PRICE PROPOSAL      \$ \_\_\_\_\_

IN WORDS \_\_\_\_\_

Amounts are to be shown in both words and figures. In case of a discrepancy, amount shown in words will govern.

All unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover providing the materials/equipment called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding process.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 12, Section C of the General Contract Conditions. The bid security attached in the sum of \$\_\_\_\_\_ (in words) \_\_\_\_\_ is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

RESPECTFULLY SUBMITTED:

BY \_\_\_\_\_



**SIGN HERE**

TITLE \_\_\_\_\_

BUSINESS NAME AND ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_

FED. ID OR SS# \_\_\_\_\_

SEAL  
(If Applicable)

**BID GUARANTY AND CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_ as Surety,

are hereby held and firmly bound unto the \_\_\_\_\_ Co. Commissioners as Obligees in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligees on \_\_\_\_\_ to undertake the project known as:

\_\_\_\_\_.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligees, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. In no case shall the penal sum exceed the amount of dollars (\$\_\_\_\_\_). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligees accept the bid of the Principal and the Principal fails to enter into a proper contract in accordance with bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligees the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligees accept the bid of the Principal and the Principal, within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_



Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_



Attorney-in-Fact

Surety Company Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety Agent's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES**

O.R.C. 5919.042


STATE OF OHIO:

SS:


TO:

The undersigned, being first duly sworn, having been awarded a contract by you for \_\_\_\_\_ hereby states that we are not charged at the time the proposal was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_ 

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
My Commission Expires

SEAL

**NON-COLLUSION AFFIDAVIT**

State of Ohio

County of \_\_\_\_\_

BID Identification \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

being duly sworn, deposed and says that he is \_\_\_\_\_ (Sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

**SIGN HERE**

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGN HERE**

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

\_\_\_\_\_  
My Commission Expires

SEAL

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211). Copies of the regulation may be obtained by contacting the U.S. Department of Education, Grants and Contracts Service, 400 Maryland Avenue, S.W. (Room 3633 GSA Regional Office Building No. 3), Washington, DC. 20202-4725, telephone (202) 732-2505.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative



\_\_\_\_\_  
Signature  
ED Form GCS-008 (REV.12/88)

\_\_\_\_\_  
Date



**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

STATE OF OHIO

COUNTY OF \_\_\_\_\_, SS:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity) (Type of Product or Service)

to be let by the County of \_\_\_\_\_, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or of the business entity:

1. That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500.00, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000.00, to any member of the \_\_\_\_\_, County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
  
2. That none of the following have collectively made since January 1, 2007 and that, if awarded a contract for the purchase of goods or services in excess of \$500.00, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000.00, to any member of the \_\_\_\_\_, County Board of Commissioners or their individual campaign committees:
  - a. myself;
  - b. nay partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

Signature \_\_\_\_\_

**SIGN HERE**

Title: \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**SIGN HERE**

My Commission Expires: \_\_\_\_\_

SEAL

## ADDITIONAL CERTIFICATIONS

**Project Name:** \_\_\_\_\_

**Grant Number:** \_\_\_\_\_

I certify that my company has the *facilities* to complete this job.

I certify that my company has the *labor force* to complete this job.

I certify that my company has the *equipment* to complete this job.

I certify that my company has the *administrative capacity* to complete this job.

I certify that my company has the *knowledge* to complete this job.

I certify that my company maintains a *drug free workplace*.

\_\_\_\_\_  
Name and Title of Authorized Representative



\_\_\_\_\_  
Signature & Date

## **BONDING AND INSURANCE REQUIREMENTS**

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirement relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000.00. For contracts or subcontracts exceeding \$100,000.00, the Federal agency may accept the bonding policy requirement of the grantee provided the Federal agency has made a determination that the Government's interest in adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to ten percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
  
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## EXPERIENCE STATEMENT OF BIDDER

The BIDDER/CONTRACTOR is required to state in detail, in the space provided below, what work of character similar to that included in this proposed Contract Documents it has done, to give reference and such other detailed information as it will enable the OWNER to determine responsibility including experience, skill and financial standing.

PROJECT NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE OF PROJECT: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE OF PROJECT: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE OF PROJECT: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE OF PROJECT: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Sales and Use Tax Contractor's Exemption Certificate

**Identification of Contract:**

Contractee's (owner's) name \_\_\_\_\_

Exact location of job/project \_\_\_\_\_

Name of job/project as it appears  
on contract documentation \_\_\_\_\_

The undersigned hereby certifies that the tangible personal property purchased under this exemption from:

\_\_\_\_\_ Vendor's name

was purchased for incorporation into:

<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio, or an Ohio political subdivision;	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A house of public worship or religious education;
<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

This certificate may be used by a contractee or subcontractor when buying materials for a construction contract where the owner/contractee has claimed one of the above exemptions. This certificate covers all sales of materials by the above-named vendor to the contractor or subcontractor for this particular construction contract only.

Contractor/subcontractor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed by

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, state, ZIP code

\_\_\_\_\_  
Date

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol

- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.



**PUBLIC EMPLOYMENT**

In accordance with section 2909.34 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for public employment of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ( ) -		WORK PHONE ( ) -		

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant's employment is denied due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the denial. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above.

APPLICANT SIGNATURE <b>X</b>	DATE
---------------------------------	------

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>	
or	
<b>Employer identification number</b>	

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

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

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

#### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

**Privacy Act Notice**

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

