

# CARTER COUNTY, OKLAHOMA BOARD OF COUNTY COMMISSIONERS

## SPECIFICATIONS & SPECIAL PROVISIONS

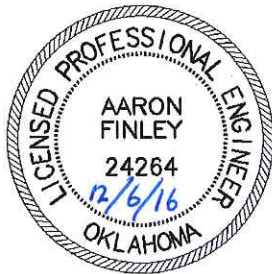
FOR


### MEMORIAL ROAD, LOCAL BRIDGE ID 3024

Prepared By:



4555 W Memorial Rd.  
Oklahoma City, OK 73142



  
\_\_\_\_\_  
Aaron Finley, P.E. No. 24264

Approved By:

**CARTER COUNTY COMMISSIONERS**

\_\_\_\_\_  
JOE DAVID McREYNOLDS

\_\_\_\_\_  
JERRY ALVORD

\_\_\_\_\_  
MEMBER

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## NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that Carter County will receive sealed bids at the County Clerk's Office, Attn: Darrelyn Giesler, P.O. Box 1236, Ardmore, OK 73402, for furnishing all labor and materials for:

**Local Bridge ID 3024 and Approaches  
Bid No. 2016-2017-6**

Complete sets of plans, specifications, and other bidding documents may be obtained from CEC, 405-753-4200; 4555 W Memorial Rd, Oklahoma City, OK 73142. Plans and specifications may be purchased for **Twenty- Five Dollars and no Cents (\$25.00) per set. Purchases are non-refundable.**

Bids will not be accepted after 9:00 A.M., CST, Tuesday, January 17th, 2017. Bids filed as provided herein will be publicly opened in the County Commissioners' Board Room in the Carter County Courthouse Annex at **9:00 AM, Tuesday, January 17th, 2017.**

The bid is submitted as a legal offer and any bid when accepted by Carter County constitutes a firm price. The Board of Carter County Commissioners reserves the right to reject any or all bids without assigning reason thereof.

**The bidder must use the provided bid forms and affidavits, and all forms must be signed and notarized/attested. The bidder must file the bid in a sealed envelope. All bids must be typewritten or in Ink. One (1) copy addressed to the Carter County Clerk's Office, Darrelyn Giesler, will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor and identified as follows:**

**"SEALED BID LOCAL BRIDGE ID 3024 AND APPROACHES,  
Bid No. 2016-2017-6"**

Bidders submitting a bid for Bid "B" **must attend the pre-bid conference at 1:30 PM on Wednesday, January 4th, 2016**, at the Carter County District 3 Shop at 17803 US 70, Lone Grove, OK 73443.

Additional information may be obtained by contacting Aaron Finley, Project Manager for CEC, (405-753-4200).

**BOARD OF CARTER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Joe David McReynolds - Chairman

\_\_\_\_\_  
Jerry Alvord – Vice Chairman

Attest. Kaeylyn Clubb, Carter County Clerk

\_\_\_\_\_  
Darrelyn Giesler, Purchasing Agent

\_\_\_\_\_  
Member

TERMS AND CONDITIONS

1. Sealed bids will be opened in the County Commissioners’ Board Room in the Carter County Courthouse Annex, at the time and date shown on the invitation to bid.
2. Late bids will not be considered.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination, including all shipping, handling by vendor.
5. This Bid is submitted as a legal offer and any bid when accepted by Carter County will constitute a firm price.
6. Oklahoma laws require each bidder submitting a bid for goods or services to furnish a notarized sworn statement of non-collusion and non-conviction affidavit, notarized and returned along with the Bid. Forms are supplied in bid packet.
7. Bids prices will be firm until 60 days following the bid opening.
8. Bids must be received by the Carter County Clerk’s office, Attn: Darrelyn Giesler, P.O. Box 1236, Ardmore, OK 73402) **in a sealed envelope** (one bid per envelope) **with bid number, opening date, name and address written** on the **outside of the envelope** before Tuesday, 9:00 A.M. on the 17th day of January, 2017.
9. The Board of Carter County Commissioners reserves the right to reject any and all bids without assigning reason thereof.
- 10. Material certifications will be required for the steel beams and reinforcing steel indicating that the steel meets the yield strength specified in the plans.**

I, undersigned, of lawful age, being first duly sworn on oath say that he (she) has read and understood the above “Terms & Conditions”.

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further state that the bidder has not been a party authorized by the bidder to submit the above bid. Affinity further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other things of value for special consideration in the letting of any contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or Donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of contract pursuant to this bid.

Subscribed and sworn before this \_\_\_\_\_ day  
 Of \_\_\_\_\_, 20\_\_\_\_  
 My commission expires \_\_\_\_\_  
 \_\_\_\_\_ NOTARY  
 PUBLIC (CLERK OR JUDGE) ADDRESS:

FIRM: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 \_\_\_\_\_  
 CITY, STATE, ZIP  
 PHONE: \_\_\_\_\_  
 FAX \_\_\_\_\_

THIS BID WILL NOT BE CONSIDERED UNLESS THIS FORM HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER, AND NOTARIZED, DATED AND COMPLETED BY THE NOTARY PUBLIC

# AFFIDAVIT OF NON-CONVICTION

**STATE OF OKLAHOMA )**

) **SS**

**COUNTY OF CARTER )**

Pursuant to Senate Bill 2, 1<sup>st</sup> Extraordinary Session of the 38<sup>th</sup> Legislature, this affidavit is hereby submit:

\_\_\_\_\_, of lawful age, being firstly duly sworn, on oath says, that (s) he is the agent authorized by the bidder, \_\_\_\_\_ whose principal place of business is located at \_\_\_\_\_

to submit the attached bid. Affiant further states that neither (s)he nor the bidder, nor any officer or employee of the bidder has been convicted of, pled guilty to, or signed an agreement to plead guilty to a felony involving fraud, bribery, corruption, or tax evasion.

Subscribed and sworn before the \_\_\_\_\_ day

of \_\_\_\_\_ 20\_\_\_\_ (SEAL)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC (CLERK OR JUDGE)

FIRM:	
NAME:	
SIGNATURE:	
TITLE:	
ADDRESS:	
PHONE:	
CITY:	
ZIP:	
STATE:	

THIS BID WILL NOT BE CONSIDERED UNLESS THIS FORM HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER,  
AND NOTARIZED, DATED AND COMPLETED BY THE NOTARY PUBLIC.

# NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA )

) SS

COUNTY OF CARTER )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn before the \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_ (SEAL)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC (CLERK OR JUDGE)

FIRM:	
NAME:	
SIGNATURE:	
TITLE:	
ADDRESS:	
PHONE:	
CITY:	
ZIP:	
STATE:	

THIS BID WILL NOT BE CONSIDERED UNLESS THIS FORM HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER, AND NOTARIZED, DATED AND COMPLETED BY THE NOTARY PUBLIC.

## AFFIDAVIT FOR CONTRACTS AND PAYMENTS

**STATE OF OKLAHOMA    )**

**)   SS**

**COUNTY OF CARTER        )**

The Undersigned (Architect, Contractor, Supplier, or Engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services, or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

\_\_\_\_\_  
Business Name of Contractor, Architect, Supplier or Engineer

By \_\_\_\_\_

Attested to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTE: 62 Okl. St.Ann. §§ 310.9 (A & B), REQUIRE COUNTIES EXECUTING CONTRACTS WITH AN ARCHITECT, CONTRACTOR, ENGINEER OR SUPPLIER OF MATERIALS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) OR MORE TO COMPLETE THE STATEMENT REQUIRED BY SECTION 3109 OF TITLE 74.

THIS BID WILL NOT BE CONSIDERED UNLESS THIS FORM HAS BEEN FULLY COMPLETED AND SIGNED BY THE BIDDER, AND NOTARIZED, DATED AND COMPLETED BY THE NOTARY PUBLIC

# BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA )

) SS

COUNTY OF CARTER )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

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

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

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

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

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

(If none of the business relationships herein above mentioned exists, affiant should so state.)

\_\_\_\_\_

Affiant's Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_



## INFORMATION FOR BIDDERS

BIDS will be received by Carter County, (herein called the "OWNER"), by Darrelyn Giesler – Carter County Clerk's Office, P.O. Box 1236, Ardmore, OK 73402, until **9:00 A.M. CST, January 17th, 2017**. Bids will be publicly opened and read aloud at the County Commissioners' Board Room in the Carter County Courthouse Annex at 9:30 A.M. CST, January 17th, 2017.

Each BID must be submitted in a sealed envelope, addressed to Darrelyn Giesler, at the Carter County Clerk's Office. Each sealed envelope containing a BID must be plainly marked on the outside as BID for MEMORIAL ROAD, LOCAL BRIDGE ID 3024 and the envelope should bear on the outside the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing BID must be enclosed in another envelope addressed to the OWNER.

All BIDS must be made on the required BID form. Blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER reserves the right to execute an Agreement with one BIDDER for both BID "A" and BID "B", or to execute agreements with two separate BIDDERS for BID "A" and BID "B."

The OWNER may waive any informalities or minor defects 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 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. Unit prices will be guaranteed correct by the BIDDER, and BID prices are to remain firm. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of this contract.

Each BID including a Labor BID (BID "B") must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the Labor BID (BID "B"). As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND, a statutory BOND, and a maintenance BOND, each in the amount of 100 percent of the Labor Price (BID "B"), with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract. If a contract includes BID "A" only, no BOND is required.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract for BID "B" is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when the NOTICE

OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he 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 Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

End of Section

## **SPECIAL PROVISIONS**

- 1.** Contractor shall carry commercial general liability insurance with the following minimum coverage:

General Aggregate Limit	\$2,000,000.00
Products-Completed Operations Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit (Any one fire)	\$50,000.00
Medical Expense Limit (Any one person)	\$5,000.00

- 2.** Jobsite Rules and Regulations
- a.) Insurance: A certificate of insurance acceptable to the Owner shall be provided prior to the start of any work.
  - b.) The Contractor must provide restroom facilities for their employees.
  - c.) Digging: The Contractor must locate and protect underground services.
- 3.** Consideration of Bids:
- a. Bids Properly submitted and timely received will be opened publicly and will be read aloud at the designated time and place.
  - b. Award of Contract shall be made within 30 days after opening the bids. The Owner shall have the right to reserve up to a 30 day extension.
  - c. All bids will be considered. The owner shall have the right to reject any or all bids.
- 4.** Time of Completion: Work on this project shall commence within 10 calendar days from the date on which the work order/notice to proceed is issued and completed on or before 120 calendar days from the time the work order is issued.

## **INSTRUCTIONS TO BIDDERS: COMPLETION OF THE DETAILED BID FORM**

The Bid Price for Mat'l Over Planned Qty should reflect the unit price for which additional materials will be provided in the event that planned quantities are insufficient. It is recognized that small material quantities provided after the initial delivery may be more costly to provide. Therefore, multiplying the unit prices (Bid Price for Mat'l Over Planned Qty) by the planned Quantities and summing all items does NOT necessarily have to equal the figure entered for "Bid A: Material".

"Bid A: Material" is the lump sum total bid to provide the planned quantity of steel materials, as indicated on plan sheet 3 in the table for Bridge "A" Steel Materials, exclusive of labor. (It is anticipated that a vendor bidding on Material is primarily a steel vendor.)

"Bid B: Labor" is the bid to provide all labor necessary to construct the project as indicated in the plans and specifications. Labor AND MATERIALS for all other pay items indicated on plan sheet 3 (Bridge "A" Non-Steel Materials, Construction and Staking Pay Quantities, and Roadway Pay Quantities) shall also be included in the Labor bid. Unit prices (Bid Price for Mat'l Over Planned Qty) for select non-steel material items shall be provided in the Bid "B" table on BP4. Note that for Bid B items, quantities in excess of planned quantity will only be paid upon approval by the engineer. Costs for lump sum items (such as Removal of Existing Bridge Structure) shall be incorporated into the final price bid for "Bid B: Labor" but are not included in the table on BP-4, since there is no potential for materials in excess of planned quantities on lump sum items.

A vendor may choose to submit a bid for both "Bid A: Material" and "Bid B: Labor", for "Bid A: Material" only, or for "Bid B: Labor" only. A vendor bidding for "Bid B: Labor" only does not need to complete the Bid Pay Items table on BP-3, but must complete the Bid Pay Items table on BP-4.

## LIST OF DOCUMENTS REQUIRED FOR THIS BID

The Bidder is responsible for reviewing this list of required documents and any requirements of the Special Provisions and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Notice to Bidders," the "Terms and Conditions," and the "Information for Bidders." Bids not submitted in accordance with these requirements will be recommended for rejection.

### DOCUMENTS REQUIRED FOR THIS BID

- Terms and Conditions- Page TC-1
- Affidavit of Non-Conviction- Page ANC-1
- Non-Conclusion Affidavit-Page NCA-1
- Affidavit for Contracts and Payments- Page ACP-1
- Business Relationships Affidavit- Page BRA-1
- Bidder's Declaration – Page BP2
- Detailed Bid Form – Pages BP3-BP4
- Request for Taxpayer Identification Number, Form W9
- Bid Security for 5% of the total bid

For the purpose of determining that a bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Bidder should also review the Special Provisions for any other required documents. Failure to submit a required document may be cause for rejection of the bid. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of CEC or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

**BIDDER'S DECLARATION**

Bidder understands, agrees and warrants:

The bidder has carefully read and fully understands the full scope of the Bid Documents and Contract Documents.

That bidder has the capability to successfully undertake and complete the responsibilities and obligations in said Bid Documents and Contract Documents.

The Board of Carter County Commissioners reserves the right to award or reject any or all bids, also the right to accept all or part of any bid offered and to accept that bid or part of that bid which will, in the Board's opinion, best serve the public interest. The Board of Carter County Commissioners reserves the right to waive any technicalities and formalities in the bidding.

That the bidder agrees to hold the bid valid for 60 days from date of bid opening.

Bidder: \_\_\_\_\_  
(Name of Corporation or Firm)

By: \_\_\_\_\_  
(Signature of Bidder or Bidder's Authorized Agent)

Title \_\_\_\_\_  
(Title of Bidder or Bidder's Authorized Agent)

Date \_\_\_\_\_

**DETAILED BID FORM ITEMS**

See Instructions to Bidders for additional information.

**Local Bridge ID 3024 BID "A" PAY ITEMS—MATERIAL ONLY, NO LABOR**

Description	Unit	Quantity	Bid Price for Mat'l Over Planned Qty.
25' 10 Gauge Galv. Sheet Piling	EA	94.0	\$
1.3C26 Galv. Deck Forms	SF	2,176.0	\$
6'-0" W6x20 Posts	EA	42.0	\$
4 3/4" x 1/2" x 8 7/8" Stiffener Plates	EA	40.0	\$
5/8" Dia. x 6" Studs	EA	192.0	\$
27'-0" C10x20 Headers	EA	2.0	\$
C8x11.5 Bracing and Headers	LF	480.0	\$
C15x33.9 Wing Caps	LF	100.0	\$
3"x3"x1/4" Angle	LF	888.0	\$
4"x3"x1/4" Angle	LF	60.0	\$
Reinforcing Steel	LB	7,945.0	\$
HP 10x42 Piles	LF	1,211.0	\$
W-Beam Guard Rail	LF	500.0	\$
25' W-Beam Ends Twisted 90°	EA	4.0	\$

**Local Bridge ID 3024 BID "B" PAY ITEMS—MATERIAL AND LABOR**

Description	Unit	Quantity	Bid Price for Mat'l Over Planned Qty.
Class AA Concrete	CY	50.0	\$
HP 10x42 Piles, Driven*	LF	1,140.0	\$
Type 1-A Plain Riprap	TON	1,427.0	\$
Type 1-A Filter Blanket	TON	391.0	\$
Temporary Silt Fence	LF	500.0	\$
Temporary Silt Dike	LF	250.0	\$
Solid Slab Sodding	SY	11,730.0	\$
Vegetative Mulching	AC	5.30	\$
Stabilized Subgrade	SY	3,842.0	\$
Superpave, Type S3 (PG 64-22 OK)	TON	768.0	\$
Superpave, Type S4 (PG 64-22 OK)	TON	388.0	\$
Class C Concrete	CY	10.0	\$
Type I Plain Riprap	TON	538.0	\$
Fence-Style SWF (4 Barbed Wire)	LF	3,988.0	\$
Fence-Style SWF (5 Barbed Wire)	LF	1,770.0	\$

\*Price bid per foot for *labor only* to drive additional H-piles if estimated plan quantity is insufficient.

**Bid A: Material**                    \$ \_\_\_\_\_

**Bid B: Labor**                         \$ \_\_\_\_\_



**CONTRACT**

**THIS CONTRACT AND AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CARTER COUNTY, party of the first part, hereinafter termed "Owner" and \_\_\_\_\_, party of the second part, hereinafter termed "Contractor".

**WITNESSETH:**

**WHEREAS**, the Owner has caused to be prepared in accordance with law, certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

**Carter County Local Bridge ID 3024 and Approaches**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

**WHEREAS**, Contractor, in response to said Solicitation for Bids, published in The Journal Record, \_\_\_\_\_, has submitted to the Owner in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and

**WHEREAS**, the Owner in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit:

\_\_\_\_\_ Dollars(\$\_\_\_\_\_).

**NOW, THEREFORE**, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the contract documents, including the bidding documents, any special provisions, schedules and the plans adopted and approved by the Owner, all of which documents are on file in the Office of the Owner and are made a part of this contract as fully as if the same were herein set out at length, with the following

additions and/or exceptions: (if none, so state) None.

2. The Owner shall make payments to the Contractor in the following manner: On or about the first day of each month, the Engineer, or other appropriate person, will review estimates of the value, based on contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer, or other appropriate person, such detailed information as he may request, to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22 and 74 O.S. § 3109.

3. On completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the Owner. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

4. The sworn and notarized statement below must be signed and notarized before this contract will become effective.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in four (4) duplicate originals, the day and year first above written.

**ATTEST:**

Contractor (name of company)

\_\_\_\_\_  
(Witness - Secretary)

\_\_\_\_\_  
(Individual - President)

**CARTER COUNTY**

**ATTEST:**

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

**REVIEWED** for form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**STATE OF OKLAHOMA)**

)§

**COUNTY OF CARTER)**

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by Contractor to submit the above contract to CARTER COUNTY. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of CARTER COUNTY, any money or other thing of value, either directly or indirectly, in the procuring of this contract.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto CARTER COUNTY, hereinafter called "Owner", in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Contractor is the lowest and best bidder for the making of the following County work and improvement:

**Carter County Local Bridge ID 3024 and Approaches**

has entered into a certain written contract with the CARTER COUNTY on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the Owner, and said contract is hereby made a part and parcel of this bond as if literally written herein.

**NOW, THEREFORE**, if the said \_\_\_\_\_, as Contractor, shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Contractor, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the Owner, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the said Owner and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees, and shall protect and save the Owner harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

**IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD** by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the Contractor.

**ATTEST:**

Contractor

\_\_\_\_\_  
Secretary/Witness

By: \_\_\_\_\_  
Authorized Officer

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Surety.

\_\_\_\_\_  
Surety

**REVIEWED** and **APPROVED** by the CARTER COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

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

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

**STATUTORY BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, \_\_\_\_\_ as Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto the CARTER COUNTY, in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, the above Bonded Contractor, \_\_\_\_\_, is the lowest and best bidder for the making of the following Owner work and improvement:

**Carter County Local Bridge ID 3024 and Approaches**

and has entered into a certain written contract with the CARTER COUNTY on the day of \_\_\_\_\_, 20\_\_\_\_\_, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the Owner.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with this Owner, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of this bond. **IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Contractor.

**ATTEST:**

Contractor

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Authorized Officer

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Surety.

\_\_\_\_\_  
Surety

**REVIEWED** and **APPROVED** by CARTER COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

**ATTEST:**

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

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That We, \_\_\_\_\_, as Contractor, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CARTER COUNTY, in the full and just sum of:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_), such sum being equal to the contract price for a period of one (1) year, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Contractor has by a certain contract between \_\_\_\_\_ and CARTER COUNTY, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, agreed to construct:

**Carter County Local Bridge ID 3024 and Approaches**

all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the Owner; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of one (1) year(s) from the date of acceptance of the Project by the CARTER COUNTY.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the Owner, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of one(1) year(s) from and after acceptance of said project by the Owner, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of one (1) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by CARTER COUNTY, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And



that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Contractor.

**ATTEST:**

Contractor

\_\_\_\_\_  
Secretary/Witness

By \_\_\_\_\_  
Authorized Officer

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the Surety.

\_\_\_\_\_  
Surety

**REVIEWED** and **APPROVED** by CARTER COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

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

# 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.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> 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) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):          Exempt payee code (if any) _____          Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.)</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/> <hr/> <hr/>

## 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.

Social security number									

**or**

Employer identification number									

**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 ▶
------------------	----------------------------	--------

## General Instructions

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

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

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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