

# **BID PACKAGE**

**CUYAHOGA COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**HIGHWAY CONSTRUCTION**

**ONTARIO STREET FROM  
900 FEET NORTH OF CARNEGIE AVENUE TO LAKESIDE AVENUE  
AND  
EAST 9<sup>TH</sup> STREET FROM  
CARNEGIE AVENUE TO NORTH MARGINAL ROAD  
IN THE CITY OF CLEVELAND, OHIO**

## **CONTENTS:**

- 1) PROPOSAL PACKAGE**
- 2) CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET**
- 3) PLANS**
- 4) STANDARD CONSTRUCTION DRAWINGS**

**PROPOSAL PACKAGE**

**DEPARTMENT OF PUBLIC WORKS**

**HIGHWAY CONSTRUCTION**

**ONTARIO STREET FROM  
900 FEET NORTH OF CARNEGIE AVENUE TO LAKESIDE AVENUE  
AND  
EAST 9<sup>TH</sup> STREET FROM  
CARNEGIE AVENUE TO NORTH MARGINAL ROAD  
IN THE CITY OF CLEVELAND, OHIO**

COUNTY REQUISITION NUMBER RQ-25869

BID DUE DATE: January 8, 2013  
(BIDS DUE AT 2:00 PM LOCAL TIME)

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

CUYAHOGA COUNTY  
OFFICE OF PROCUREMENT AND DIVERSITY  
COUNTY ADMINISTRATION BUILDING  
1219 ONTARIO STREET  
ROOM 110  
CLEVELAND, OHIO 44113

PLANS AND SPECIFICATIONS PREPARED BY:

CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS

**LENORA M. LOCKETT**  
**DIRECTOR OF PROCUREMENT AND DIVERSITY**

**JEANNE SCHMOTZER**  
**CLERK OF COUNCIL**

## TABLE OF CONTENTS

SECTION	DESCRIPTION
1	LEGAL NOTICE TO BIDDERS
2	INSTRUCTIONS TO BIDDERS
3	REQUIRED BID DOCUMENTS
4	SAMPLE CONTRACT FORMS
5	WAGE DETERMINATION SCHEDULE
6	BIDDERS' MANUAL (SMALL BUSINESS ENTERPRISE GOAL)

**COUNTY OF CUYAHOGA, OHIO FORM OF AGREEMENT  
UNIT PRICE CONTRACT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Cuyahoga, Ohio on behalf of the Department of Public Works/County Engineer, hereinafter

called the County of Cuyahoga, Ohio, and Perk Company, Inc. an Ohio Corporation, with offices located at 8100 Grand Avenue, Cleveland, Ohio 44104.

and \_\_\_\_\_ successors, executors, administrators and assigns, hereinafter called the Contractor. WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be made by the County of Cuyahoga, Ohio, the Contractor agrees to furnish all materials, appliances, tools, and labor, and perform all the work required for:

**2013 Operations Resurfacing Program, Group 2: Ontario Street from 900' north of Carnegie Avenue to Lakeside Avenue and East 9th Street from Carnegie Avenue to North Marginal Road in the City of Cleveland**

The County of Cuyahoga, Ohio, according to the plans and specifications and estimates and to the satisfaction and acceptance of the party of the first part.

The Contractor further covenants and agrees that the following papers shall be bound with or accompany and be an essential part of this contract: Notices to bidders and proposals upon which this contract was awarded; Plans and special specifications for the improvement contemplated by this contract; The construction and material specifications together with the general clauses and covenants of the County of Cuyahoga, Ohio in effect at the time this contract is entered into; Contractor's Performance Bond and this Agreement.

It is expressly stipulated and agreed that the party of the Contractor hereby covenants and agrees that he has full knowledge of the site, plans, specifications, and conditions relative to the performance of the work contemplated by this contract and made an essential part thereof, and that the affixing of his/her signature hereto shall constitute complete acceptance of and compliance with aforesaid plans, specifications, and conditions.

In consideration of the premises the County of Cuyahoga, Ohio agrees to pay to the Contractor a certain sum of money which shall be determined by the work actually performed by the party of the second part calculated upon the basis of completed units for each item of the contract, and the unit price of each item as set forth in the proposal attached hereto and made a part hereof. This aforesaid sum for the purposes of agreement and appropriation, and until actually calculated as aforementioned upon completion of the work, shall be understood to be

Four Million Forty-nine Thousand Seven Hundred Eighteen Dollars and  
40/100

**\$4,049,718.40**

BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF THE COUNTY OF CUYAHOGA, OHIO.

IN WITNESS WHEREOF, the party of the County of Cuyahoga, Ohio and the Contractor through its duly authorized representatives have hereunto subscribed and affixed their respective signatures.

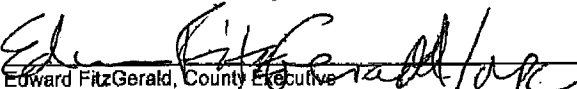
IF AN INDIVIDUAL, DOING BUSINESS UNDER A FIRM NAME, SO STATE, GIVING BOTH NAMES.

IF A PARTNERSHIP, SO STATE, GIVING NAMES AND POST OFFICE ADDRESSES OF ALL PARTNERS ON LINES OPPOSITE.

IF A CORPORATION, GIVE FULL CORPORATION NAME AND STATE UNDER THE LAWS OF WHAT STATE YOU ARE INCORPORATED; OFFICER MUST INCLUDE SIGNATURE, TITLE, AND FURNISH A COPY, CURRENTLY DATED AND CERTIFIED BY THE SECRETARY OF THE CORPORATION OF A RESOLUTION BY THE BOARD OF DIRECTORS AUTHORIZING THE PARTICULAR OFFICER TO SIGN THE CONTRACT ON BEHALF OF THE COMPANY AND FURTHER CERTIFY THAT THE RESOLUTION IS IN FULL FORCE AND EFFECT.

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

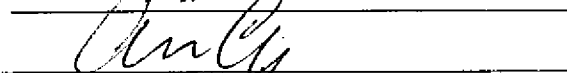
  
Edward FitzGerald, County Executive

2013-02-28 14:43:13

FIRM:

Perk Company, Inc.

SIGNATURE:



PRINTED NAME:

ANTHONY CIFANI

TITLE:

SECRETARY, TREASURER

## CERTIFICATE OF EXEMPTION


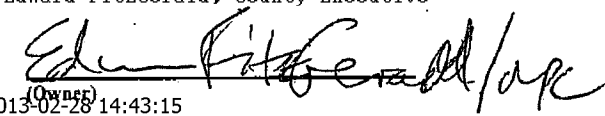
COUNTY OF CUYAHOGA, OHIO  
Political Subdivision #29  
of the  
State of Ohio

The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchased for incorporation into a structure or improvement to real property under a construction contract with the County of Cuyahoga, Ohio, Political Subdivision #29 of the State of Ohio.

**PROJECT TITLE/LOCATION:** 2013 Operations Resurfacing Program, Group 2:  
Ontario Street from 900' north of Carnegie Avenue to  
Lakeside Avenue and East 9th Street from Carnegie  
Avenue to North Marginal Road in the City of Cleveland

**DATE OF COMMENCEMENT:** \_\_\_\_\_

This certificate shall be considered a part of each order for the specific contract identified above and shall be retained by the vendor. This certificate must be signed by both the contractor/vendor and owner.

Signed	 (Contractor/Vendor)	Signed	Edward FitzGerald, County Executive  (Owner) 2013-02-28 14:43:15
By	<u>ANTHONY CIFANI</u>	By	_____
Title	<u>SECRETARY/TREASURER</u>	Title	_____
Address	<u>8100 GRAND AVE, STE. 300</u> <u>CLEVELAND, OH 44104-3110</u>	Address	_____ _____ _____
Date	<u>1/10/13</u>	Date	_____

**Prevailing Wages  
Public Improvement Agreement**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ between the County of Cuyahoga, Ohio and the Contractor, Perk Company, Inc.

I hereby agreed:

1. That the County of Cuyahoga, Ohio shall obtain the prevailing wage rate determination and attach it to the specifications for the work and during otherwise comply with Ohio Revised Code, Section 4155.04.
2. That the contract between the County of Cuyahoga, Ohio and the Contractor and the Contract between the Contractor and all subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by the Department of Industrial Relations, State of Ohio for the project.
3. That the Contractor shall post in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workers, and mechanics employed and shall cause the statement to remain posted the life of each contract pursuant to Ohio Revised Code, Section 4115.07.
4. That the County of Cuyahoga, Ohio shall give notice to the Contractor and the Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the County of Cuyahoga, Ohio shall appoint a Prevailing Wage Coordinator who shall exercise the duties imposed by the Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General. The duties of the Prevailing Wage Coordinator are incorporated herein:
  - a) Set up and maintain files containing all contractors' and subcontractors' payroll reports.
  - b) Maintain a list of pay dates.
  - c) Within two (2) weeks after the first payday, receive from each contractor a certified copy of its payroll report. Certified means that it must be sworn to and signed by the Contractor.
    - 1) If the project is to exceed four (4) months, all reports after the initial report (the initial report must be filed within two (2) weeks) can be filed once per month.
    - 2) If the project is to last less than four (4) months, all reports are to be filed weekly after the initial report.
  - d) Monitor compliance with the Prevailing Wage Law, which includes site visits to verify that the required postings and job classifications are being complied with.
  - e) At the completion of the project, the Wage Coordinator is to require an Affidavit of Compliance from each contractor. An affidavit must be sworn and notarized.
  - f) The Coordinator is to report any non-compliance to the Director of the Department of Industrial Relations, State of Ohio in writing.
6. The County of Cuyahoga, Ohio shall notify the Contractor and the Contractor shall notify each subcontractor of the identity of the Prevailing Wage Coordinator.
7. That upon notice of the Prevailing Wage Coordinator or the Department of Industrial Relations to the Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of the Ohio Revised Code, Section 4115.071 (C), the Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.
8. That, upon notice to the County of Cuyahoga, Ohio by the Department of Industrial of any apparent violation of the requirements of Chapter 1145 by any contractor or subcontractor, the County of Cuyahoga, Ohio shall withhold any further payments to the Contractor on this project.
9. The Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
10. The Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 with regard to its own work force and all subcontractors.
11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid itself of any procedure or remedy available to them in Ohio Revised Code, Chapter 1145.

**THE COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

**EDWARD FITZGERALD**  
**COUNTY EXECUTIVE:**

Ed FitzGerald DATE: \_\_\_\_\_  
2013-02-28 14:43:17

**CONTRACTOR**

**FIRM:** Perk Company, Inc.

**SIGNATURE:**

Anthony Cifani

**DATE:**

1/10/13

**PRINTED NAME:**

ANTHONY CIFANI

**TITLE:**

SECRETARY/TREASURER

## **Attachment "C"**

### ***CORPORATE RESOLUTION/SECRETARY'S STATEMENT***

Anthony Cifani, Secretary of **PERK COMPANY, INC.**, an Ohio Corporation hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of **PERK COMPANY, INC.**, on June 1, 2008, to wit:

"Resolved that Joseph Cifani of this Corporation, namely the President, or Anthony Cifani, namely the Secretary-Treasurer, be and hereby are authorized and directed to enter into any and all contracts, bid guaranty and performance bonds with any and all entities deemed fit, for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said Joseph Cifani or Anthony Cifani shall authorize, and they further are hereby authorized and directed to execute and deliver unto said entities any other instruments which in their discretion they shall deem necessary to carry out the foregoing resolution."


This Secretary's Statement is provided as an attachment to the following bid or contract documents:

Entity: Cuyahoga County, Department of Public Works

Date of Bid/Contract: January 8, 2013

Project Name/Description: CUY-Ontario Street & East 9<sup>th</sup> Street, RQ-25869

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Corporation at Cleveland, Ohio this 8th day of January, 2013, and I further certify that said Resolution is still in force and effect.

  
\_\_\_\_\_  
**ANTHONY CIFANI**  
**SECRETARY**

**Seal**

# Certified Search for Unresolved Findings for Recovery



**Dave Yost**  
Ohio Auditor of State

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370

## Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

### Contractor's Information:

**Organization:** Perk Company, Inc.

**Date:** 11/05/2012

This search produced the following list of possible matches:

9 Possible matches were found

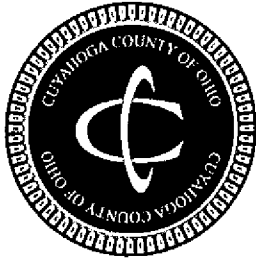
The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.



If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



**RQ - 25869**  
**Cuyahoga County**  
**Vendor Compliance Form**

**Sections 4.8 and 4.10 of the Cuyahoga County Contracting and Purchasing Procedures Ordinance (the "Contracting Ordinance") require that all successful vendors certify compliance with each and every requirement listed below prior to execution of a contract with the County. By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "vendor") will be in compliance with each requirement at the time of execution of a contract with the County resulting from the bid this form is attached to. Failure to initial next to each and every requirement below may result in dismissal of the bid this form is attached to. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.**

Please initial in the right hand column next to each criteria met		INITIAL
1	Vendor is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).	1 AC
2	Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2 AC
3	Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3 AC
4	Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4 AC
5	Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5 AC
6	Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors' entire time of doing business, if less than seven (7) years.	6 AC
7	Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7 AC
8	Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor's entire time of doing business, if less than five (5) years.	8 AC
9	Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9 AC
10	Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10 AC
11	Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place "N/A" and his/her initials in the box to the right.	11 AC
12	Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place "N/A" and his/her initials in the box to the right.	12 AC
13	Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.	13 AC
14	Vendor will require all of its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place "N/A" and his/her initials in the box to the right.	14 AC
15	Vendor has met and will comply with all provisions of state law relating to ethics. Vendor has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.	15 AC

Printed Name: Anthony Cifani

Company: Perk Company, Inc.

Signature: [Signature]

Date: January 8, 2013

**CUYAHOGA COUNTY BASED BUSINESS PREFERENCE PROGRAM MATCH OPTION  
RQ# 25869**

Cuyahoga County pursuant to Ordinance No. 02012-0020 dated November 27, 2012 approved the Cuyahoga County Based Business (CCBB) Preference Program.

The following standards will be used by the Cuyahoga County Business Based Preference Program to determine eligibility for certification as a Cuyahoga County Based Business.

A business applying for certification as a Cuyahoga County Based Business must meet the following standards:

a) The business must demonstrate that its principal place of business has been located in Cuyahoga County for at least three (3) years as registered in official documents filed with the Secretary of State of Ohio or the Cuyahoga County Fiscal Office. If one party to a joint venture has its principal place of business in Cuyahoga County, the joint venture shall be considered as having its principal place of business in Cuyahoga County; or

b) The business must be a business organization with a "significant economic presence" in Cuyahoga County. For purpose of this program,

"Significant economic presence" means a business organization that has for at least three years

- i. Had a sales office, division, sales outlet or manufacturing facility in Cuyahoga County; and
- ii. Pays required taxes to Cuyahoga County; and
- iii. Has an annual gross payroll in Cuyahoga County of at least \$100,000.00.

Per this ordinance, if a lowest price or lowest evaluated price is submitted by a non-Cuyahoga County business, a Cuyahoga County Based Business whose bid is within two percent (2%) of the lowest bid submitted by the non-Cuyahoga County Based Business Bidder shall be given the option to match the lowest bid.

Vendor is certified as a Cuyahoga County Based Business and agrees to match the lowest price or lowest evaluated price submitted by a non-Cuyahoga County Business if the bid is within two percent (2%) of my bid.

Yes ☒ No ☐

Peak Company Inc

Full Legal Name of Organization



Authorized Signature

1/8/13

Date

**United States of America  
State of Ohio  
Office of the Secretary of State**

*I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show PERK COMPANY, INC., an Ohio corporation, Charter No. 830893, having its principal location in Cleveland, County of Cuyahoga, was incorporated on November 05, 1992 and is currently in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 28th day of August, A.D. 2012*

A handwritten signature in black ink that reads "Jon Husted".

Ohio Secretary of State

# BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Perk Company, Inc.

8100 Grand Avenue Cleveland, OH 44104

as principal and Travelers Casualty and Surety Company of America

as sureties, are hereby held and firmly bound unto Cuyahoga County Commissioners

112 Hamilton Court Room 100 Cleveland, OH 44113

as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on January 8, 2013 to undertake the project known as Ontario Street and East 9th Street 2013 Operations Resurfacing

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_

( \$ \_\_\_\_\_ ) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the 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 for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee 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 void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten 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:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; 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 the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to 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 or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 8th day of January, 2013

PRINCIPAL

Perk Company, Inc.

BY: Anthony Cifani

ANTHONY CIFANI

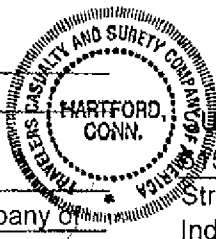
TITLE: SECRETARY / TREASURER

SURETY: Travelers Casualty and Surety Company of America

BY: Linda M. Cowin

Attorney-in-Fact

Linda M. Cowin



SURETY COMPANY ADDRESS:

50 Oak Tree Blvd. #500

Street

Independence, OH 44131

City

State

Zip

SURETY AGENT'S ADDRESS:

Dawson Insurance

1340 Depot Street

Cleveland, OH 44116



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 222224

Certificate No. 003724178

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Linda M. Cowin, David W. Myer, Frank P. Middelberg, Kyp L. Ross, Melissa M. Lear, Bruce W. Lockhart, Kathy Van Tassel, Louis A. Colagrossi, Robert W. Lampus, Robert R. Eirons, Sandy Kruger, Lori A. Proch, and Maggie Loeser

of the City of Rocky River, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of March, 2010.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

*George W. Thompson*  
 George W. Thompson, Senior Vice President

On this the 16th day of March, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

Office of Financial  
Regulation Services  
50 West Town Street  
Third Floor- Suite 300  
Columbus, Ohio 43215  
(614) 644-2658  
Fax (614) 644-3256  
www.ohioinsurance.gov

## Ohio Department of Insurance

John R. Kasich - Governor  
Mary Taylor - Lt. Governor/Director

### Certificate of Compliance



Issued	03/26/12
Effective	04/02/12
Expires	04/01/13

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### Section 3929.01 (A)

Accident & Health	Multiple Peril - Homeowners
Aircraft	Ocean Marine
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - No Fault
Burglary & Theft	Private Passenger Auto-Liability Other
Commercial Auto - Liability Other	Private Passenger-Phys Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Phys. Damage	Workers Compensation
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2011 that it has admitted assets in the amount of \$4,256,447,550, liabilities in the amount of \$2,604,372,282, and surplus of at least \$1,652,075,268.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

*Mary Taylor*

Mary Taylor

Lt. Governor/Director



## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2011

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 103,657,622	UNEARNED PREMIUMS	\$ 813,328,096
BONDS	3,525,992,354	LOSSES	937,681,730
INVESTMENT INCOME DUE AND ACCRUED	49,234,241	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,604,762
OTHER INVESTED ASSETS	249,171,807	LOSS ADJUSTMENT EXPENSES	526,055,953
PREMIUM BALANCES	239,276,662	COMMISSIONS	30,858,691
NET DEFERRED TAX ASSET	67,832,057	TAXES, LICENSES AND FEES	60,276,105
REINSURANCE RECOVERABLE	10,983,463	OTHER EXPENSES	29,866,613
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,344,088	FUNDS HELD UNDER REINSURANCE TREATIES	95,031,418
UNDISTRIBUTED PAYMENTS	2,593,967	CURRENT FEDERAL AND FOREIGN INCOME TAXES	49,088,527
OTHER ASSETS	361,280	REMITTANCES AND ITEMS NOT ALLOCATED	18,641,351
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,860,277
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,152,706
		POLICYHOLDER DIVIDENDS	8,117,549
		PROVISION FOR REINSURANCE	8,397,371
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	53,756,609
		PAYABLE FOR SECURITIES	1,249,903
		PAYABLE FOR SECURITIES LENDING	7,344,088
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(71,042,944)
		ESCHEAT LIABILITY	591,943
		OTHER ACCRUED EXPENSES AND LIABILITIES	501,836
		TOTAL LIABILITIES	\$ 2,604,372,282
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,211,791,508
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,652,075,268
TOTAL ASSETS	\$ 4,256,447,550	TOTAL LIABILITIES & SURPLUS	\$ 4,256,447,550

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

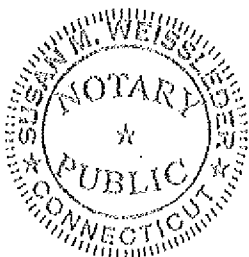
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2011.

*Michael J. Doody*  
SECOND VICE PRESIDENT

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSELEDER  
Notary Public  
My Commission Expires November 30, 2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
13TH DAY OF APRIL, 2012







# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BN

DATE (MM/DD/YYYY)

01/14/13

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

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

<b>PRODUCER</b> Dawson Insurance 1340 Depot Street Cleveland, OH 44116-1799 Bruce W. Lockhart		<b>440-333-9000</b> <b>440-356-2126</b>	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b> PERKC-1	<b>FAX</b> (A/C, No):
<b>INSURED</b>	Perk Company, Inc. 8100 Grand Ave., Suite 300 Cleveland, OH 44104		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Phoenix Insurance Company <b>INSURER B:</b> Charter Oak Fire Ins. Company <b>INSURER C:</b> Travelers Property Casualty <b>INSURER D:</b> Travelers Casualty & Surety Co <b>INSURER E:</b> <b>INSURER F:</b>	
			<b>NAIC #</b> 25674	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	DT-CO-291D778A	04/01/12	04/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT810-291D778A	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		DT-CUP291D778A	04/01/12	04/01/13	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	DT-CO-291D778A: OH E/L DTKUB-291D778A: WC	04/01/12 04/01/12	04/01/13 04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Fltr		QT660291D7361	04/01/12	04/01/13	Disaster 300,000 Ded. 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Cuyahoga County and its employees are included as Add'l Ins'd under the General Liability per form CG2010 10/01 & CGD373 11/05, as required by written contract. RE: 2013 Operations Resurfacing Program, Group 2 - Onatario St. and E. 9th Street (See attached). Project No. RQ-25869

**CERTIFICATE HOLDER****CANCELLATION**

CUYAH20

Cuyahoga County  
Attn: Julie Conway  
1219 Ontario Street  
Cleveland, OH 44113

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

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: DT-CO-291D778A

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 01/03/13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Cuyahoga County and its employees  
1219 Ontario Street  
Cleveland, OH 44113

**Location And Description of Completed Operations:**

RE: 2013 Operations Resurfacing Program, Group 2 - Ontario St. and E. 9th  
Street from 900' North of Carnegie Avenue to Lakeside Avenue and East 9th  
Street from Carnegie Avenue to North Marginal Road in the City of Cleveland.  
Project No. RQ-25869

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Cuyahoga County, 1219 Ontario Street., Cleveland, Ohio 44113

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## Attachment "E"



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Premium Payment**

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

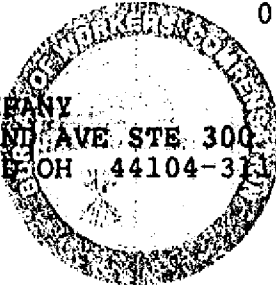
Policy No. and Employer

Period Specified Below

1075491

07/01/2012 THRU 02/28/2013

PERK COMPANY  
8100 GRAND AVE STE 300  
CLEVELAND OH 44104-3110



*Stephen Bucher*  
Administrator/CEO

ohiobwc.com

You can reproduce this certificate as needed.

### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the certificate of premium payment.

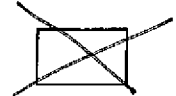
## DEPARTMENT OF PUBLIC WORKS

### ATTACHMENT

### TO SPECIFICATIONS FOR CONSTRUCTION CONTRACT

We consent to using the financial institution checked off below for the deposit in escrow of any funds retained by the County of Cuyahoga, Ohio in accordance with Section 153.63 Revised Code in accordance with escrow procedures as required by the County of Cuyahoga, Ohio.

Key Corporation



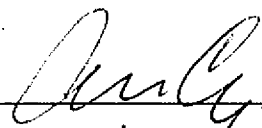
PNC Bank



First Merit Bank



Signature

  
ANTHONY CIFANI  
SECRETARY/TREASURER  
PERK COMPANY, INC.

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return)

**PERK COMPANY, INC**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership  
☐ Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**8100 GRAND AVE., STE. 300**

City, state, and ZIP code

**CLEVELAND, OH 44104-3110**

Requester's name and address (optional)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

**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).

**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 this Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

**1/10/13**

**General Instructions**

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

**Purpose of Form**

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

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

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.

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

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

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

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

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,