BID FORM

BIDDER: LaPorta Contracting

PROJECT: **Evergreen House Restoration & Preservation:** **ITB #116-2026**

DATE: 6/26/26

THIS BID IS SUBMITTED TO: Town of Lake Park
Town Clerk
535 Park Avenue
Lake Park, Florida, 33403

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) Days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

a. BIDDER has examined copies of the Invitation to Bid, Instructions to Bidders, all the Contract Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
5/28/26	1
6/8/26	2
6/12/26	3

b. BIDDER has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

c. BIDDER has contacted local governments and agencies where the Work is to take place and determined all required permits, licenses and fees.

d. BIDDER has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

e. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.

f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to BIDDER.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. a. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum BIDDER provided on the Price Schedule attached hereto as Schedule A.

b. If the Work is to be performed on a "unit price" basis, BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease; that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; that should the quantities be decreased, final payment shall be made on actual quantities completed at the unit prices; that it will make no claims for anticipated profits for any decrease in the quantities; that final quantities installed shall be determined by the ARCHTIECT upon completion of the Work; and that OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

5. a. BIDDER agrees that the Work will be substantially complete within 100 calendar days from the date when the Contract Time commences, and will reach final completion and ready for final payment within 145 calendar days from the date when the Contract Time commences to run. 100 subst + 45 final = 145 calendar days total.

b. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

Required Forms are included in Exhibit H ------ Important

a. **Bid Form**
b. **Schedule of Bid Items**
c. **Bid Bond,**
d. **Questionnaire,**
e. **List of Subcontractors,**
f. **Debarred Firms**
g. **Conflict of Interest Disclosure Form**
h. **Drug Free Workplace Form**
i. **Non-Collusion Affidavit**
j. **Truth-In Negotiations Form**
h. Licenses / Insurance / W-9

7. The terms used in this Bid which are defined in the General Conditions included as part of the Contract Documents have the meanings ascribed to them in the General Conditions.

8. BIDDER's Florida Contractor's License Number is

CCC1331235 & CGC1529763

9. BIDDER covenants that it is qualified to do business in the State of Florida.

10. The prices contained in the Bid Proposal shall include **all** costs necessary to provide the Work described in the Contract Documents, including, but not limited to, labor, materials, equipment, overhead, profit and insurance.

BIDDER understands that the OWNER reserves the right to reject any or all Bids in whole or in part, with or without cause, to waive any irregularities, variances, deviations, technical errors and informalities to the extent permitted by law or to accept the Bid which in its judgment best serves the public interest.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of Notice of Intent to Award, BIDDER will execute the formal contract attached and deliver it with a Public Construction Bond and a Certificate of Insurance evidencing conformance with the contract requirements as required by Article 5 of the General Conditions within fifteen (15) days. OWNER may draw upon the Bid Security to the full extent of its damages in the event the executed Contract, Public Construction Bond and Certificate of Insurance are not delivered within the time above set forth.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competition.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID and Bidder's qualifications. Where the extended price differs from the unit price times the quantity, the unit price times the quantity will be accepted as the amount bid. The OWNER reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans at any time during or before construction. Furthermore, the OWNER reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of the remainder of the Contract and without suffering claims for loss of anticipated profits or any other claims by the Contractor at any time during or before construction, which claims are hereby waived.

Bidder is warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract and work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

If BIDDER is:

AN INDIVIDUAL

By (sign here): _____

(Print Individual's Name): _____

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

_____
(Partnership Name)

By (sign here): _____

(Print General Partner's Name): _____

Business address: _____

Phone No. _____

A CORPORATION

_____
(Corporation Name)

_____
(State of Incorporation)

By (sign here): _____

(Print Name of Person Authorized to Sign): _____

Its: _____
(Print Title of Person Signing if other than the president or vice president, attach evidence of individual's authority to sign)

Business address: _____

Phone No. _____

A LIMITED LIABILITY COMPANY

LaPorta Contracting
(LLC Name)

By (Sign here): Thomas LaPorta

(Print Name of Person Signing): Thomas LaPorta

Its: Owner
(If other than manager, attach evidence of individual's authority to sign)

2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308
(Address)

Phone No. (954) 604-4602

A JOINT VENTURE

(Joint Venture Name)

By (sign here): _____

(Print Name of Person Signing): _____

(Address)

Phone No. _____

By (sign here): _____

(Print Name of Person Signing) _____

(Address)

Phone No. _____

(Each joint-venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above as to that type of entity).

SCHEDULE OF BID ITEMS

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Thomas LaPorta

Signature of Contractor's Authorized Official

Thomas LaPorta - Owner

Name and Title of Contractor's Authorized Official

6/12/26

Date

The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

Thomas LaPorta

Signature of Contractor's Authorized Official

6/12/26

Date

ARTICLE 9

INDEMNIFICATION

9.1 The CONTRACTOR indemnifies and holds harmless OWNER, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf,

OWNER:

TOWN OF LAKE PARK

By: _____

Roger Michaud, Mayor
Authorized Representative / Agent

(SEAL)

Attest: _____

Vivian Mendez, MMC
Town Clerk

Address for giving notices:

Town Clerk
535 Park Avenue
Lake Park, Florida, 33403

CONTRACTOR:

LaPorta Contracting
Business Name

By: _____

Title Owner

(SEAL)

Attest: _____
Kirstin Heinrich
Florida Notary Public

KIRSTIN HEINRICH
Notary Public - State of Florida
Commission # HH 806866
My Comm. Expires May 26, 2030
Bonded through National Notary Assn.

THOMAS LAPORTA
Agent for service in process

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

LICENSE NO: CGC1529763

TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:

Evergreen House Restoration & Preservation

ITB#: 116-2026

ADDENDUM #1:

May 28, 2026

Question 1: *"There appears to be a bid item numbering issue on the SCHEDULE OF BID ITEMS" that have been included in the Exhibit H – Required bid form package.*

Response: **Numbering issue acknowledged. Attached with the Addendum #1 are revised SCHEDULE OF BID ITEMS, (pages 6 & 7)**
Phase 1: Exterior Building Hardening and Phase 2: Interior Building Modifications.

The revised SCHEDULE OF BID ITEMS sheets are to be included in your bid package submittal; they are issued to replace the sheets previously included in the bid document package

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Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk Date: 6/12/26

Signed By: Laura Weidgans

Laura Weidgans
Deputy Town Clerk

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: LaPorta Contracting

Authorized Signature: Thomas LaPorta

Print Name: Thomas LaPorta

Title: Owner

Date: 6/12/26

End of Addendum No. 1

REVISED

SCHEDULE OF BID ITEMS

Evergreen House Restoration & Preservation
ITB # 116-2026

BID AMOUNT EXTENDED COSTS

PHASE 1: EXTERIOR BUILDING HARDENING

1	INDEMIFICATION: **(Phase 1)**	1	L.S.	$ 10.00
2	GENERAL CONDITIONS: **(Phase 1)** Project Management, Mobilization, Engineering Documents for Permitting, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	$
3	PERFORMANCE AND PAYMENT BONDS: **(Phase 1)** (only applicable if proposed BASE BID price exceeds $100,000.00)	1	L.S.	$
4	EXTERIOR BUILDING HARDENING **(Phase 1)**			
	Roof Replacement	1	L.S.	$
	Gutters & Downspouts	1	L.S.	$
	Exterior Doors & Windows Replacement	1	L.S.	$
	Repair / Replace Exterior Wood Framing	1	L.S.	$
	Exterior Pressure Cleaning / Patching / Waterproofing & Painting	1	L.S.	$
	Site Sidewalks for ADA Access to Building	1	L.S.	$
5	CONSTRUCTION CONTINGENCY: **(Phase 1)** (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	**$ 12,500.00**
6	BUILDING PERMIT (Town of Lake Park) **(Phase 1)** (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	**$ 10,000.00**

PHASE 1: TOTAL BASE BID ITEMS 1 THRU 6

$ _____

Numeric Amount

Written Amount $ _____

Written Amount

WARRANTY: **Labor & Workmanship Warranty** _____ **years** **Materials Warranty:** _____ **years**

PHASE 2: INTERIOR BUILDING MODIFICATIONS

1	INDEMIFICATION: **(Phase 2)**	1	L.S.	$ 10.00
2	GENERAL CONDITIONS: **(Phase 2)** Project Management, Mobilization, Engineering Documents for Permitting, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	$
3	PERFORMANCE AND PAYMENT BONDS: **(Phase 2)** (only applicable if proposed BASE BID price exceeds $100,000.00)	1	L.S.	$
4	INTERIOR BUILDING MODIFICATIONS **(Phase 2)**			
	Plumbing Improvements	1	L.S.	$
	Mechanical (HVAC) Improvements	1	L.S.	$
	Electrical Improvements	1	L.S.	$
	Interior Modifications	1	L.S.	$
5	CONSTRUCTION CONTINGENCY: **(Phase 2)** (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	**$ 12,500.00**
6	BUILDING PERMIT (Town of Lake Park) **(Phase 2)** (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	**$ 10,000.00**

PHASE 2: TOTAL BASE BID ITEMS 1 THRU 6 $ _____

Numeric Amount

Written Amount $ _____

Written Amount

WARRANTY: **Labor & Workmanship Warranty _____years** **Materials Warranty:_____years**

Submitted By:_____ Title: _____
Signature of Firm Representative

Name of Firm:_____

Firm Address:_____

_____

Date: _____ E-mail Address: _____

Firm Telephone No.: _____

TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:

Evergreen House Restoration & Preservation

ITB#: 116-2026

ADDENDUM #2:

June 08, 2026

Information Statement:

During the Evergreen Design phase, the Architect had contacted a local vendor for information and budget pricing on the window and door replacement work.
We are providing the company name and contact information should you want to contact them for information and or pricing related to this project.

Coastal Windows and Doors, LLC
8300 Resource Drive
West Palm Beach, Florida 33404

Ken Griffiths
(561) 727-4427
Ken@CoastalWindows.biz

Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk Date: 6/12/26

Signed By: Vivian Mendez, MMC Digitally signed by Vivian Mendez, MMC DN: cn=Vivian Mendez, MMC, o=Town of Lake Park, ou=Town Clerk, email=vmendez@lakeparkflorida.gov, c=US Date: 2026.06.08 10:40:42 -04'00'

Vivian Mendez, MMC
Town Clerk

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: LaPorta Contracting

Authorized Signature: Thomas LaPorta

Print Name: Thomas LaPorta

Title: Owner

Date: 6/12/26

TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:

Evergreen House Restoration & Preservation

ITB#: 116-2026

ADDENDUM #3:

June 12, 2026

BID RESPONSE DUE DATE TIME EXTENSION:

Addendum #3 provides for a TIME EXTENSION to the Bid Response Due Date for project ITB #116-2026; the revised (new) Bid Response Due Date is as follows.

NEW BID RESPONSE DUE DATE FRIDAY, June 26, 2026 at 2:00 pm

Responses for this project shall be submitted and received digitally via DemandStar at www.demandstar.com

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Proposers must acknowledge receipt of this Addendum No. 3 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk Date: 6/17/26

Signed By: Laura Weidgans

Laura Weidgans
Deputy Town Clerk

Bidder Acknowledgement of Receipt of Addendum #3:

Company Name: LaPorta Contracting

Authorized Signature: Thomas LaPorta

Print Name: Thomas LaPorta

Title: Owner

Date: 6/17/26

REVISED

SCHEDULE OF BID ITEMS

Evergreen House Restoration & Preservation
ITB # 116-2026

BID AMOUNT EXTENDED COSTS

PHASE 1: EXTERIOR BUILDING HARDENING

1	INDEMIFICATION: **(Phase 1)**	1	L.S.	$ 10.00
2	GENERAL CONDITIONS: **(Phase 1)** Project Management, Mobilization, Engineering Documents for Permitting, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	$ 41,542.82
3	PERFORMANCE AND PAYMENT BONDS: **(Phase 1)** (only applicable if proposed BASE BID price exceeds $100,000.00)	1	L.S.	$ 5,115.97
4	EXTERIOR BUILDING HARDENING **(Phase 1)**			
	Roof Replacement	1	L.S.	$ 27,223.69
	Gutters & Downspouts	1	L.S.	$ 602.50
	Exterior Doors & Windows Replacement	1	L.S.	$ 44,909.34
	Repair / Replace Exterior Wood Framing	1	L.S.	$ 6,627.50
	Exterior Pressure Cleaning / Patching / Waterproofing & Painting	1	L.S.	$ 32,027.70
	Site Sidewalks for ADA Access to Building	1	L.S.	$ 93,656.22
5	CONSTRUCTION CONTINGENCY: **(Phase 1)** (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	**$ 12,500.00**
6	BUILDING PERMIT (Town of Lake Park) **(Phase 1)** (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	**$ 10,000.00**

PHASE 1: TOTAL BASE BID ITEMS 1 THRU 6

$ 274,215.72

Numeric Amount

Written Amount $ Two hundred seventy-four thousand two hundred-fifteen dollars and seventy-two cents

Written Amount

WARRANTY: **Labor & Workmanship Warranty** One (1) **years** **Materials Warranty:** Per manufacturer specifications **years**

PHASE 2: INTERIOR BUILDING MODIFICATIONS

1	INDEMIFICATION: **(Phase 2)**	1	L.S.	$ 10.00
2	GENERAL CONDITIONS: **(Phase 2)** Project Management, Mobilization, Engineering Documents for Permitting, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	$41,542.82
3	PERFORMANCE AND PAYMENT BONDS: **(Phase 2)** (only applicable if proposed BASE BID price exceeds $100,000.00)	1	L.S.	$ 3,405.71
4	INTERIOR BUILDING MODIFICATIONS **(Phase 2)**			
	Plumbing Improvements	1	L.S.	$ 26,510.00
	Mechanical (HVAC) Improvements	1	L.S.	$ 34,888.37
	Electrical Improvements	1	L.S.	$ 37,114.00
	Interior Modifications	1	L.S.	$24,100.00
5	CONSTRUCTION CONTINGENCY: **(Phase 2)** (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	**$ 12,500.00**
6	BUILDING PERMIT (Town of Lake Park) **(Phase 2)** (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	**$ 10,000.00**

PHASE 2: TOTAL BASE BID ITEMS 1 THRU 6 $ 190,070.90

Numeric Amount

Written Amount $ One hundred ninety thousand seventy dollars and ninety cents

Written Amount

WARRANTY: **Labor & Workmanship Warranty _____years** **Materials Warranty:_____years**

Submitted By: Thomas LaPorta Title: Owner

Signature of Firm Representative

Name of Firm: LaPorta Contracting

Firm Address: 2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308

Date: 6/26/26 E-mail Address: thomas@laportacontracting.com

Firm Telephone No.: (954) 604-4602

BOND NO. Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS, we, LaPorta Contracting a Florida corporation with a principal business address of 2821 E Commercial Blvd., Ste 219, Fort Lauderdale, FL 33308 as Principal, and Merchants National Bonding, Inc. a Iowa corporation with a principal business address of P.O. BOX 14498, DES MOINES, IA 50306, as Surety, are bound to **Town of Lake Park**, as Obligee, whose address is 535 Park Avenue, Lake Park, Florida, 33403, in the sum of $ Five Percent of Amount Bid (5% of Amount Bid), payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

WHEREAS, the Principal is herewith submitting its bid for ITB 116-2026 - Evergreen House Restoration & Preservation

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract with the Obligee in accordance with the terms and conditions of the bid and Contract Documents and shall give a good and sufficient Public Construction Bond and proper evidence of insurance to secure the performance of the contract, or in the event of the failure of the Principal to enter into such contract and give such bond and evidence of insurance, the Principal and Surety shall pay to the Obligee the damages which the Obligee may suffer by reason of such failure, including but not limited to, (1) the difference between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, whether by accepting a different bid or by rebidding the Work and accepting a bid from the rebid process, or (2) the administrative, legal, accounting and independent consultant expenses incurred by the Obligee in the bid process, in the event that the Obligee in good faith elects not to contract with another party to perform the Work, all of which damages shall not exceed the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed and sealed this 26th day of June, 2026.

PRINCIPAL:

LaPorta Contracting

By: _____
Signature

Thomas LaPorta, Owner/President
Name President

SURETY:

Merchants National Bonding, Inc.

By: _____
Signature

Jarrett Merlucci, Attorney-In-Fact
Name Attorney-in-Fact

Surety Phone No.: 515-243-8171

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles D Nielson; Christian Collins; David R Hoover; Eduardo Menendez; Jarrett Merlucci; Michael Megahan; Michael Moyer; Taylor Rosenhaus

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March 2025

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss

On this 28th day of March 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of June 2026

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

QUESTIONNAIRE

The BIDDER's responses to the following questions/requests will assist the OWNER in evaluating whether the bidder is qualified, responsive and responsible. Incomplete, inadequate or false responses may, at the OWNER'S sole discretion and consistent with Florida law, be cause for Bid rejection. The undersigned, under penalty of perjury, attests to the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?

   10 years

2. Provide information for at least three projects that your firm has completed that are of similar nature to this project.

   Provide for each project include the project name, the name of the client for whom that work was completed, the date of the project and a name and contact number for Owner or Owner's representative.

   Diocese of Pensacola Tallahassee - Roofing & structural - Little Flowers School, St Joes, St Anne, Cathedral of Sacred Heart. Tom Martin 850-435-3535

   Town of Lake Park - Roofing & structural - Town Hall, Library & Pro Shop. John Wille 561-881-3345 ext 647

   Bridgeview Condo Association - Roofing & structural - Joe Kessler 561-577-3927

3. Have you ever failed to complete work awarded to you; if so, where and why?

   No

4. Have an agent or employee of the company personally inspected the Evergreen House in connection to the proposed work? Yes

5. State the true, exact, correct and complete name of the partnership, corporation, limited liability company or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

   a. The correct name of BIDDER is Thomas LaPorta - LaPorta Contracting

   b. The address or principal place of business is:

      2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308

   c. The names of the corporate officers, or managers, or partners, or individuals doing business under a trade name are as follows:

Thomas LaPorta	Owner
Name	Title
Name	Title

I hereby attest, under penalty of perjury, the truth and accuracy of the foregoing information.

(Sign here) Thomas LaPorta

Name: 6/12/26

LIST OF SUBCONTRACTORS

N/A

List proposed major trade subcontractor to be used on the Project (i.e. roofing / plumbing / air conditioning / electrical).

1. Name of Firm _____

   Address _____

   Work to be performed: _____

2. Name of Firm _____

   Address _____

   Work to be performed: _____

3. Name of Firm _____

   Address _____

   Work to be performed: _____

4. Name of Firm _____

   Address _____

   Work to be performed: _____

5. Name of Firm _____

   Address _____

   Work to be performed: _____

6. Name of Firm _____

   Address _____

   Work to be performed: _____

DEBARRED FIRMS

The undersigned hereby certifies that the firm of LaPorta Contracting has not and will not award a subcontract, in connection with any contract awarded to it as the result of this bid, to any firm that has been debarred for non-compliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal Law.

LaPorta Contracting
Name of Firm Submitting Bid

Signature of Authorized Official

Owner
Title

6/17/26
Date

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

X To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

_____ The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

LaPorta Contracting
Firm Name

Thomas LaPorta
Signature

Thomas LaPorta
Name and title (Print or Type)

6/12/26
Date

DRUG-FREE WORKPLACE

LaPorta Contracting is a drug-free workplace and has a
(Company Name)
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

LaPorta Contracting
Firm Name

Thomas LaPorta
Signature

Thomas LaPorta - Owner
Name and title (Print or Type)

6/12/26
Date

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared Thomas LaPorta, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Owner of LaPorta Contracting, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: (ITB) # 116-2026 Title: Evergreen House Restoration & Preservation

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation. Such

Proposal is genuine and is not a collusive or sham Proposal.

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 18 day of June, 2026, by Thomas LaPorta, who is personally known to me or who has produced —, as identification.

SEAL

KIRSTIN HEINRICH
Notary Public - State of Florida
Commission # HH 806866
My Comm. Expires May 26, 2030
Bonded through National Notary Assn.

Notary Signature
Notary Name: Kirstin Heinrich
Notary Public (State): Florida
My Commission No.: HH 806866
Expires on: May 26, 2030

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Thomas LaPorta

Title: Owner

Date: 6/12/26

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD 12G
FORT LAUDERDALE FL 33308

LICENSE NUMBER: CCC1331235

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD 12G
FORT LAUDERDALE FL 33308

LICENSE NUMBER: CGC1529763

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 07/22/2024

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3015 N OCEAN BLVD 12G
FORT LAUDERDALE FL 33308

LICENSE NUMBER: CGC1529763

EXPIRATION DATE: AUGUST 31, 2028

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ISSUED: 06/03/2026

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
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FORT LAUDERDALE FL 33308

LICENSE NUMBER: CCC1331235

EXPIRATION DATE: AUGUST 31, 2028

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ISSUED: 06/03/2026

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 180-323009

Business Name: LAPORTA CONTRACTING LLC

Business Type: GENERAL CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Owner Name: LAPORTA THOMAS J

Business Location: 3015 N OCEAN BLVD APT 12G FT LAUDERDALE

Business Phone: 954-604-4602

Business Opened: 04/01/2016

State/County/Cert/Reg: CGC1529763

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

Receipt Fee 27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD APT 12G
FORT LAUDERDALE, FL
33308-7305

Receipt #WWW-25-00000065
Paid 10/01/2025 29.70

2025 - 2026

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Signature

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Paid 10/01/2025 29.70

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115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 185-290716

Business Name: LAPORTA CONTRACTING LLC

Business Type: ROOFING/SHEET METAL CONTRACTOR (CERTIFIED ROOFING CONTRACTOR)

Owner Name: LAPORTA, THOMAS J

Business Location: 3015 N OCEAN BLVD APT 12G FT LAUDERDALE

Business Phone: 9546044602

Business Opened: 04/01/2016

State/County/Cert/Reg: CCC1331235

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	2.70	0.00	0.00	29.70

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FORT LAUDERDALE, FL
33308-7305

Receipt #WWW-25-00000063
Paid 10/01/2025 29.70

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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Business Phone: 9546044602

Business Opened: 04/01/2016

State/County/Cert/Reg: CCC1331235

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

Signature	For Vending Business Only					
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Receipt #WWW-25-00000063
Paid 10/01/2025 29.70

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 189-280386

Business Name: LAPORTA CONTRACTING LLC

Business Type: ALL OTHER TYPES CONTRACTOR (CERTIFIED BUILDING CONTRACTOR)

Owner Name: LAPORTA, THOMAS J

Business Location: 3015 N OCEAN BLVD APT 12G FT LAUDERDALE

Business Phone: 9546044602

Business Opened: 04/01/2016

State/County/Cert/Reg: CCC1331235

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
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Receipt #WWW-25-00000063
Paid 10/01/2025 29.70

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2026

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

PRODUCER

FrankCrum Insurance Agency, Inc.
100 South Missouri Avenue
Clearwater, FL 33756

CONTACT NAME: FrankCrum Certificate Department
PHONE: (727) 799-1229 FAX:
E-MAIL ADDRESS: certs@frankcrum.com

INSURERS(S) AFFORDING COVERAGE	NAIC#
INSURER A: Frank Winston Crum Insurance Company	11600
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

FrankCrum L/C/F Laporta Contracting LLC
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES **CERTIFICATE NUMBER:** 1593919 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	$
	CLAIMS MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS-COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC202600000	01/01/2026	01/01/2027	X PER STATUE OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 03/06/2023, coverage is for 100% of the employees of FrankCrum leased to Laporta Contracting LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

TOWN OF LAKE PARK
535 Park Ave.
Lake Park, FL 33403-

CANCELLATION

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2026

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INSURERS(S) AFFORDING COVERAGE	NAIC#
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INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

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INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS-COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC202600000	01/01/2026	01/01/2027	X PER STATUE OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 03/06/2023, coverage is for 100% of the employees of FrankCrum leased to Laporta Contracting LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

TOWN OF LAKE PARK
535 Park Ave.
Lake Park, FL 33403-

CANCELLATION

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

LaPorta Contracting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

3015 N Ocean Blvd Unit 12G

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Lauderdale, FL 33308

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

[redacted]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Thomas L Porta **Date** 1/9/26

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on 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 territory, 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 territory.

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 as defined under section 581.

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[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] 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) entered 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 territory, or any of their political subdivisions or instrumentalities.

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 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/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 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*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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