



## **SUBCONTRACTOR AGREEMENT**

This Agreement entered into by \_\_\_\_\_, herein referred to as "Subcontractor" whose certified delivery address is \_\_\_\_\_ in \_\_\_\_\_, Arizona, \_\_\_\_\_ and PLATINUM COMPANIES, INC., of P.O. Box 25157, Scottsdale, AZ 85255.

In consideration of goods, services and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subcontractor and PLATINUM COMPANIES, INC covenant and agree that all work, herein referred to as the "Work", performed by the Subcontractor at the request of PLATINUM COMPANIES, INC shall be governed by and performed in strict compliance with the following terms and conditions:

1. Platinum Companies, Inc shall issue from time to time instruction, in writing, ("Purchase Order"), covering Work to be performed at each specific site ("Job Location"). Subcontractor shall have no authority to commence Work at any Job Location until it has received the Purchase Order for that specific Job Location. If the Work at the Job Location is not started within a reasonable time from the date specified In the Purchase Order, the Purchase Order concerned shall become null and void and Subcontractor must obtain a replacement Purchase Order before commencing the Work. All Purchase Orders under this Agreement are non-transferable, non-assignable, and Subcontractor shall not subcontract all or part of the Work contemplated by this Agreement without the prior consent of Platinum Companies, Inc.
2. All labor and materials furnished by Subcontractor shall be in accordance with the plans and specifications furnished by Platinum, and Subcontractor shall keep a copy of such plans on each Job Location while the Work is in progress. Subcontractor stipulates to being thoroughly familiar with the plans and specifications as such plans and specifications affect the work and materials contracted for prior to beginning Work. Subcontractor shall supervise and direct the Work to the best of its ability and give it all the attention necessary for proper supervision and direction.
3. Subcontractor shall furnish all equipment, machinery, tools, and labor, and shall furnish and deliver all materials required to be furnished and delivered under the Purchase Order to complete the required Work.
4. Platinum Companies, Inc shall pay to Subcontractor for the Work set forth in the Purchase Order per the "payment Schedule and Procedures" attached hereto as Exhibit B.
5. No claim for payment for extra labor or materials (more than the amount contained in the Purchase Order) of any kind shall be made by the Subcontractor or shall be payable by

Platinum Companies, Inc. unless the same be performed or furnished pursuant to an agreement executed by both Platinum Companies, Inc. and the Subcontractor.

6. No payments shall be due under this Agreement until the following conditions are met: (i) Platinum Companies, Inc certifies specifically that all Work performed under a particular Purchase Order has been completed satisfactorily, (ii) Subcontractor delivers a full and complete release of all liens for materials and labor furnished in connection with the Work that is the subject of the particular Purchase Order, and (iii) Subcontractor furnishes current insurance certificates for Workers' Compensation, General Liability, Auto, and Umbrella Liability coverage (see attached Exhibit A). At least two weeks prior to the expiration, cancellation or termination of any policy required by this agreement, Subcontractor must give to Contractor new and replacement certificates of insurance and additional insured endorsements.
7. Subcontractor shall comply fully with all rules, regulations and restrictive covenants governing the subdivision in which the Work is performed, including, but not limited to, rules, regulations and restrictions pertaining to (i) established hours and/or days that Work may be performed, (ii) governing storage of materials on the Job Location, and (iii) regulating trash pick-up and waste collection at the Job Location. Any fines levied by municipality or association for non-compliance to applicable standards shall be paid by Subcontractor or deducted from payment by Platinum Companies, Inc.
8. Subcontractor shall continually perform in a professional manner the Work prescribed under this Agreement and any Purchase Order, and at a pace consistent with Platinum Companies, Inc. completion schedule. In the event Subcontractor shall not substantially so perform in a continuous manner and if Subcontractor shall fail to do so for three (3) days after written notice from Platinum Companies, Inc, then Platinum Companies, Inc. shall have the right to terminate the service of the Subcontractor and replace the Subcontractor on the Job Location.
9. Subcontractor shall clean the Job Location daily. Upon completion of each stage covered by a Purchase Order, Subcontractor must remove all of Subcontractor's materials, and if materials are furnished by Platinum Companies, Inc., Subcontractor shall move all usable materials designated by Platinum Companies, Inc. to a location designated by Platinum Companies, Inc. All clean-up refuse shall be placed in receptacles or locations provided or designated by Platinum Companies, Inc. In the event the Subcontractor does not perform this clean-up operation to Platinum Companies, Inc. satisfaction, Platinum Companies, Inc. may, after seventy-two (72) hours written notice to the Subcontractor, perform the clean-up operations and charge the Subcontractor with the costs thereof, plus ten (10%) percent and deduct the same from the payments due the Subcontractor.
10. Subcontractor, in performance of the Work covered hereby, is an independent contractor and shall have the sole discretion in the control and performance of the Work, save and except that the Work must be performed in accordance with the plans and specifications as provided by Platinum Companies, Inc. This Agreement is a lump sum contract. Subcontractor shall be solely responsible for withholding taxes, social security taxes, and state unemployment taxes of Subcontractor's employees.
11. Subcontractor shall provide a Certificate of Insurance prior to starting work. Platinum Companies, Inc. shall be added as Additional Insured on each subcontractor GL Policy, verified by a Certificate of Insurance and receipt of the Additional Insured form. Limits on the Subcontractor's General Liability for premise/operation and products/completed operations as well as proof of Workers' Compensation Insurance liability limits and specific requirements are

as specified under Exhibit "A" attached hereto and will always have a current certificate of insurance on file with Platinum. The Subcontractor shall bear the cost of the insurance.

12. Subcontractor agrees to defend, indemnify, and hold Platinum Companies, Inc. harmless and, if requested by Platinum Companies, Inc., the Owner, their consultants, agents and employees of any of them, from and against any and all claims, suits, losses and liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons, including Subcontractor's employees, Subcontractor's subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, but only to the extent caused, in whole or in part, by any negligent act or omission of Subcontractor, its employees or agents, whether, but not to the extent, caused in part by a party indemnified hereunder.

Subcontractor's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force and shall continue until it is finally passed on judicially that all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

13. Subcontractor warrants all labor performed and materials furnished shall be free of defect for a period of two (2) years from the date Platinum Companies, Inc. conveys title to Purchaser. If the Subcontractor fails to make timely repairs, Platinum may elect to have the repair work performed by its employees or another contractor and the Subcontractor will reimburse Platinum Companies, Inc. for all costs and expenses incurred for such repairs. To that end, when an inadequate or defective substrate, surface, or underlying basis for your work and workmanship is present prior to installation of material or work to be performed, Platinum Companies should be notified in writing that a specific condition exists that is unacceptable for your work to continue
14. Subcontractor shall furnish all warranties and/or guaranties by manufacturers on appliances and equipment.
15. Subcontractor acknowledges that Platinum Companies, Inc. reserves the right to employ other contractors to perform its work at each Job Location and that this Agreement does not provide the Subcontractor an exclusive right to perform similar work for Platinum Companies, Inc.
16. Subcontractor acknowledges and represents that he has made or will make an on-site inspection of the premises and the work area to be familiar with all conditions which may affect the safety and health of its employees as well as those of its subcontractors. Subcontractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by Platinum Companies, Inc. Contractor reserves the right, but not the obligation, to inspect the safety work performance of Subcontractors to ascertain their compliance with these applicable safety provisions. Notwithstanding the foregoing, Subcontractor, as an independent contractor, is solely responsible for controlling the manner and means by which it performs the work pursuant to this agreement. Unless otherwise agreed to by the parties in writing, Subcontractor shall provide all safety equipment, materials, tools, and personal protection equipment necessary to perform the Work in a safe, healthful, and workmanlike manner. Subcontractor shall immediately report to Platinum Companies, Inc. all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work or which cause any injury to a third party or which causes damage to the property of the Owner, Platinum Companies, Inc. or a third party. Subcontractor shall promptly furnish to Platinum Companies, Inc. copies of any worker's compensation report of injury or illness forms filed by

any of its employees or those of its subcontractors, and when requested, assist Platinum Companies, Inc. in any investigation it may conduct of any such accident, injury, or illness.

17. Platinum Companies, Inc. and Subcontractor hereby agree that any controversy or claim or matters in question arising out of or relating to (i) this Agreement or any Purchase Orders, (ii) any breach thereof, (iii) the transactions reflected in this Agreement, (iv) the performance of the Work which is the subject of this Agreement, or (v) any representations or warranties, express or implied, relating to the Work, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction.

18. Platinum Companies, Inc. or Subcontractor shall pay all reasonable attorneys' fees and costs incurred by the prevailing party: in enforcing the terms and provisions of this Agreement or any Purchase Orders, or in defending any proceeding to which Platinum Companies, Inc. or Subcontractor is made a party because of the acts or omissions of the other party.

19. All notices, if any, required to be furnished hereunder shall be by personal delivery or, if mailed, by certified mail, return receipt requested, to the addresses of the parties specified herein, and shall be deemed served and effective when deposited into the United States mail postage paid.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of

\_\_\_\_\_.

PLATINUM COMPANIES, INC.

\_\_\_\_\_

(Subcontractor)

By: Stephanie Fox

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

Its: President

Its: \_\_\_\_\_

## Subcontractor Insurance Questionnaire

Subcontractor General and Excess Liability Insurance Coverage Supplemental Checklist and Certification.

Subcontractor Name \_\_\_\_\_

Date Certificate Issued \_\_\_\_\_

Please have your insurance representative mark this form as a supplement to the Acord certificated as to coverage for the exposure listed.

### General Liability Insurance

Insurance carrier is an admitted carrier? Yes  No

<b>Coverage does include:</b>	<b>Yes</b>	<b>No</b>
1. A Per Project Aggregate	<input type="checkbox"/>	<input type="checkbox"/>
2. The General Contractor and its Owner/Client as Additional Insured (CG 2010 & CG 2037 04/13)	<input type="checkbox"/>	<input type="checkbox"/>
3. The General Contractor and its Owner/Client as Additional Insured for Completed Operations (CG 2037 04/13)	<input type="checkbox"/>	<input type="checkbox"/>
4. Primary and Non-Contributory wording	<input type="checkbox"/>	<input type="checkbox"/>
5. A Subrogation Waiver	<input type="checkbox"/>	<input type="checkbox"/>
6. Defense Costs outside of policy limits	<input type="checkbox"/>	<input type="checkbox"/>
7. Mold	<input type="checkbox"/>	<input type="checkbox"/>
8. EIFS	<input type="checkbox"/>	<input type="checkbox"/>
9. Subsidence	<input type="checkbox"/>	<input type="checkbox"/>
10. Punitive Damages	<input type="checkbox"/>	<input type="checkbox"/>
11. Water Intrusion	<input type="checkbox"/>	<input type="checkbox"/>
12. Blanket Contractual Liability	<input type="checkbox"/>	<input type="checkbox"/>
13. Multi-Residential Exclusion:		
Single Family / Tract Homes	<input type="checkbox"/>	<input type="checkbox"/>
Apartments	<input type="checkbox"/>	<input type="checkbox"/>
Condos	<input type="checkbox"/>	<input type="checkbox"/>
Townhouses	<input type="checkbox"/>	<input type="checkbox"/>
Dormitories	<input type="checkbox"/>	<input type="checkbox"/>
Assisted Living	<input type="checkbox"/>	<input type="checkbox"/>
Nursing Homes	<input type="checkbox"/>	<input type="checkbox"/>
Hotels	<input type="checkbox"/>	<input type="checkbox"/>
14. Prior Work Exclusion	<input type="checkbox"/>	<input type="checkbox"/>
15. Construction Defect Exclusion	<input type="checkbox"/>	<input type="checkbox"/>
16. Montrose/ Know and Continuous Loss Exclusion	<input type="checkbox"/>	<input type="checkbox"/>
17. Action Over Exclusion	<input type="checkbox"/>	<input type="checkbox"/>

### Umbrella (Excess) Liability Insurance

<b>Coverage Does Include:</b>	<b>Yes</b>	<b>No</b>
Your policy is "Following Form" to the insured General Liability Policy (meaning no additional exclusions that aren't on the CGL policy).	<input type="checkbox"/>	<input type="checkbox"/>

Insurance Company \_\_\_\_\_ Phone Number \_\_\_\_\_

Insurance Company Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

Subcontractor Company Officer \_\_\_\_\_ Phone Number \_\_\_\_\_

## EXHIBIT "A"

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE AND LIMITES OF INSURANCE

Subcontractor shall provide coverage with limits of liability not less than those stated below.  
Insurance carrier must maintain an A.M. Best rating of "A-" or better.

#### Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Blanket Contractual Liability-written or oral	\$1,000,000

The policy shall be endorsed to include the following additional insured language:

**"Platinum Companies, Inc. shall be named as an additional Insured with respect to General Liability (form(s) must be a blanket endorsement(s) equivalent of CG2010 AND CG2037 0413) arising out of the activities performed by, or on behalf of the subcontractor. All rights of subrogation against Platinum Companies, Inc. its directors, officers, employees, and agents is waived where permitted by law for the General Liability and Workers Compensation. Coverage shall be primary and non-contributory. No exclusionary language or limitations relating to new residential or commercial construction."**

The Policy/Certificate shall provide a **waiver of subrogation** in favor of Platinum Companies, Inc. for losses arising from work performed by the subcontractor.

#### Automobile Liability

Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this contract.

• Combined Single Limit	\$1,000,000
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Policy shall contain a waiver of subrogation in favor of **Platinum Companies, Inc.** for losses arising from work performed by the subcontractor AND **Platinum Companies, Inc.** named as additional insured.

#### Umbrella Liability

Bodily Injury and Property Damage and personal and advertising injury with, the same terms and conditions as the policies previously mentioned.

• Combined Single Limit	\$1,000,000
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#### Workers' Compensation and Employers' Liability

• Workers Compensation	Statutory
• Employers Liability	\$1,000,000
• Each Accident	\$1,000,000
• Disease-each employee	\$1,000,000
• Disease-Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation in favor of **Platinum Companies, Inc.** for losses arising from work performed by the subcontractor.

Please have your insurance representative mark the attached SUBCONTRACTOR INSURANCE QUESTIONNAIRE as a supplement to the Acord certificated as to coverage for the exposure listed

**All certificates of Insurance must be updated annually on renewal of policy.**



## Insurance Requirements for Platinum Companies

### Certificate Holder

Platinum Companies Inc, 7400 E Pinnacle Peak Rd, Ste 106, Scottsdale, AZ 85255

### Required Wording for Additional Insured Endorsement for General Liability & Auto Liability

- Platinum Companies is an Additional Insured with respect to the General Liability per attached (forms must be a blanket endorsement equivalent of CG2010 AND CG2037 0413). All rights of subrogation against Platinum Companies, its directors, officers, employees and agents is waived where permitted by law for the General Liability and Workers Compensation. Coverage shall be primary and non-contributory.

### General Liability

- \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products & Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury
- Blanket Additional Insured per CG 2010 (07/04) or equivalent – form number must be listed on certificate
- Blanket Additional Insured per CG 2037 (07/04) or equivalent – form number must be listed on certificate
- Must state insurance is Primary and Non-Contributory and include form where coverage is provided
- Waiver of Subrogation in favor of Platinum Companies

### Automobile Liability

- \$1,000,000 Combined Single Limit
- Coverage must apply to Any Auto OR Owned, Hired and Non-Owned Autos
- Must name Platinum Companies as Additional Insured (or blanket form)
- Waiver of Subrogation in favor of Platinum Companies

### Workers Compensation

- Employers Liability \$1,000,000 Each Accident; \$1,000,000 Disease Policy Limit; \$1,000,000 Disease Each Employee
- Waiver of Subrogation in favor of Platinum Companies

### Umbrella Liability – If Required by Project/Contract

- \$1,000,000 Per Occurrence

### Other Items

- General Liability Schedule of Forms

## EXHIBIT "B"

### PAYMENT SCHEDULE AND PROCEDURES

Platinum Companies, Inc. payment schedule and procedures are as follows:

- **Subcontractor must submit invoices for payment to Platinum Companies by fax, US mail, hand delivery, or email. Invoices submitted by email MUST be sent to the accounts payable department (accounting@platinumcompanies.com).**
- ALL invoices MUST reference a purchase order number to be processed for payment  
*Any invoice received without a purchase order cannot be processed.  
Platinum Companies does not authorize any work performed without a purchase order.*
- **Invoices will be accepted only after work is completed.**
- **All invoices must be accepted and approved prior to Issuing payment**  
*"Accepted and approved" includes having all current insurance certificates (with limits per subcontractor agreement) and signed contracts, and other required documentation in our office prior to any release of payment.*

#### **Payments are made on the 10<sup>th</sup> and 25<sup>th</sup> of the month**

*The payment of vendor invoices is determined by the date the invoice has been received. Invoices received by the 10<sup>th</sup> of a month are paid on the 10<sup>th</sup> of the following month. Invoices received after the 10<sup>th</sup> of a month but by the 25<sup>th</sup>, are paid on the 25<sup>th</sup> of the following month.*

*Invoices received after the 25<sup>th</sup> of a month will be paid the 10<sup>th</sup> of the second month following.*

#### **Example – Invoices Received for Payment**

<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>
1 <sup>st</sup> through 10 <sup>th</sup>	Paid on 10 <sup>th</sup> of month	
11 <sup>th</sup> through 25 <sup>th</sup>	Paid on 25 <sup>th</sup> of month	
26 <sup>th</sup> through End		Paid on 10 <sup>th</sup> of month

- **Proposed work more than approved purchase must be submitted as a revised purchase order or change order, and must be approved prior to work being done and submitted to Platinum Companies for payment**
- **When checks are ready to be released, an email will be sent from the accounting office with a lien waiver attached.**  
*Checks will be mailed/released upon receipt of the signed lien waiver.*



Please complete, sign and return this questionnaire to the Platinum Companies, Inc. Subcontractor Administrator with a copy of your insurance certificate & W9. All information submitted is confidential.

### Subcontractor Questionnaire

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Safety Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Is your Company:  MBE  WBE  SBE

Certified by: \_\_\_\_\_

**EIN/Federal Tax ID# (or social security no.)** \_\_\_\_\_

**AZ (State) Sales Tax No.** \_\_\_\_\_

**State Contractor's License No.** \_\_\_\_\_ **Expires:** \_\_\_\_\_

**MCAQD SC #** \_\_\_\_\_ **Expires:** \_\_\_\_\_

#### Personnel Contacts:

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Safety Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Sales Rep: Name \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

**Insurance Details:**

Workman's Compensation: (min limits 1M/1M/1M) Limits: \_\_\_\_\_

Provider:(SCF-State Comp. Fund)\_\_\_\_\_Other\_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
(Please submit insurance certificates for the above by email to sue@platinumcompanies.com.)

General Liability Insurance: (min limits 1M / 2M ) Limits: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
(Please submit insurance certificates for the above by email to sue@platinumcompanies.com)

**Affiliations with any Other Company: (Please provide name)**

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

Address: \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Year Company Started: \_\_\_\_\_

Annual Revenue for the last three years: \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Contractor's License Number(s):

Number	State	Expiration
_____	_____	_____
_____	_____	_____
_____	_____	_____

Surety/Bonding Co: \_\_\_\_\_ Contact Name/Phone: \_\_\_\_\_

Bonding Capacity: \_\_\_\_\_ (single) \_\_\_\_\_ (aggregate) Bonding Rate: \_\_\_\_\_

Have you ever failed to complete a project?  Yes  No

Any litigation in the last five (5) years?  Yes  No

Please list your firm's workers' compensation experience modification rate for the past three (3) years in all states in which your firm has been rated. If the EMR rating is above 1.0 please provide a letter stating why.

Year	State	Average
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list your firms Total Recordable Incident Rate for the last three years.

Year	TRIR
_____	_____
_____	_____
_____	_____

What is the type of work performed? \_\_\_\_\_

Number of employees: \_\_\_\_\_

Do you have a training program for newly hired or promoted supervisors? Yes \_\_\_ No \_\_\_

If yes, does this include instruction on the following?

	Yes	No	NA
Safe work practices	___	___	___
Safety supervision	___	___	___
Toolbox/tailgate meetings	___	___	___
Emergency procedures	___	___	___
First aid/CPR Procedures	___	___	___
Accident investigation	___	___	___
Fire protection and prevention	___	___	___
New work orientation	___	___	___

How frequently do your supervisors hold toolbox/tailgate meetings (circle one)?

Daily  
Weekly  
Biweekly  
Monthly  
Less often, as needed

Has your company been inspected/cited by OSHA for a safety or health violation within the last three years?

Yes \_\_\_ No \_\_\_

If yes, please explain: \_\_\_\_\_

How often do you hold safety meetings for field supervisors (circle one)?

Daily  
Weekly  
Biweekly  
Monthly  
Quarterly  
Semi-annually  
Never

Does your firm conduct jobsite safety inspections? Yes \_\_\_ No \_\_\_

If yes, who conducts this inspection? \_\_\_\_\_

How often? \_\_\_\_\_

Does your firm have a safety policies/procedures manual? Yes \_\_\_ No \_\_\_

Does your firm have a safety orientation program for new hires? Yes \_\_\_ No \_\_\_

If yes, does this include instruction on the following?

	Yes	No	NA
Head protection	___	___	___
Eye protection	___	___	___
Hearing protection	___	___	___
Respiratory protection	___	___	___
Fall protection	___	___	___
Scaffolding	___	___	___
Perimeter guarding	___	___	___
Housekeeping	___	___	___
Fire protection	___	___	___
First aid facilities	___	___	___
Overall code of safe work practices	___	___	___
Injury reporting	___	___	___
Emergency procedures	___	___	___
Signs, barricades, and flagging	___	___	___

Electrical safety \_\_\_\_\_  
Rigging and crane safety \_\_\_\_\_

**Please list three Supplier References:**

Name	Company	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Please list three Contractor References:**

Name	Company	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

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

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

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

**Platinum Companies, Inc. Subcontractor Administrator:**

Sue Pille  
sue@platinumcompanies.com  
(480) 585-5080

# Request for Taxpayer Identification Number and Certification

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

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

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

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions) _____	Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	<b>3b</b> 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 <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See Instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> 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.

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

**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.

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

## 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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its Instructions.

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) 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](http://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](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or 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 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.

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
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

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

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

<sup>3</sup> You must show your individual name 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and 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.



# Arizona Department of Revenue

## Arizona Form 5005

## Contractor's Certificate Prime Contracting and MRRA

The purpose of this Certificate is to provide a subcontractor with the validation required for prime contracting transaction privilege tax (TPT) exemption, and for exemption from liability for an amount equal to retail TPT on materials incorporated or fabricated into maintenance, repair, replacement or alteration (MRRA) projects. The Certificate can be provided for a particular project, for a period of time, or until revoked. This Certificate establishes liability of the contractor issuing it for the prime contracting TPT and/or the amount equal to the retail TPT; therefore, it must be completed by the contractor assuming the liability. The asterisked (\*) items must be completed; otherwise, the Certificate is not valid. The Department may disregard this Certificate pursuant to A.R.S. § 42-5008.01 or A.R.S. § 42-5075.E if the Certificate is incomplete or erroneous. If disregarded, the subcontractor accepting the Certificate will have the burden of proving (pursuant to A.R.S. § 42-5008.01 or A.R.S. § 42-5075.D), that it is not liable for the prime contracting TPT and/or the amount equal to the retail TPT.

**Prime contractor should provide this Certificate to the subcontractor(s) and retain a copy for their records.**

### A. Contractor

* Name Platinum Companies, Inc.		* <input checked="" type="checkbox"/> TPT License # (if none, write "N/A - MRRA only") <u>07581373</u>	
		* <input type="checkbox"/> Tribal Business License _____	
		* <input type="checkbox"/> Tribal Number _____	
* Address 7400 E Pinnacle Peak Rd, Ste #106	* City, Town or Post Office Scottsdale	* State AZ	* ZIP Code 85255
AZ Contractor License Number ROC #311769	* Phone Number (480) 585-5080		
<input type="checkbox"/> I am a Native American Contractor working on the reservation established for my tribe. (Provide your Tribal Business License or Tribal Number above.)			
I am performing contracting work for a <input type="checkbox"/> Native American member or <input type="checkbox"/> the Tribe for which the reservation is established named below. Name of Tribe _____			

### B. Subcontractor

* Name	* TPT License # (if none, write "N/A - MRRA only")		
* Address	* City, Town or Post Office	* State	* ZIP Code
AZ Contractor License Number	* Phone Number		

### C\*. Type of Certificate (check one and provide requested information)

<input type="checkbox"/> Single Project Certificate *PROJECT DESCRIPTION * (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description)  Project Designation (see instructions for definitions) <input type="checkbox"/> MRRA <input type="checkbox"/> Modification	OR	<input checked="" type="checkbox"/> Blanket Certificate (check applicable box and fill in requested information). <input checked="" type="checkbox"/> Period From: <u>01/01/2026</u> Through: <u>12/31/2026</u> <input type="checkbox"/> Until revoked * NOTE: Blanket Certificate indicates the prime contractor is responsible for every contract during the period regardless of contract designation. <input type="checkbox"/> Specific Project Exclusion:  <input type="checkbox"/> Description: _____ Designation: <input type="checkbox"/> MRRA <input type="checkbox"/> Modification
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I hereby certify that I am the contractor issuing this form or I have authority to sign this Certificate on behalf of Contractor. I understand that by executing this Certificate, Contractor is licensed for TPT purposes and is assuming the prime contracting TPT liability and/or the amount equal to retail TPT liability applicable to the above referenced project(s).

Kevin Michael  
SIGNATURE  
  
Chief Financial Officer  
TITLE

Kevin Michael  
PRINT NAME  
  
12/18/2025  
DATE SIGNED

# Contractor's Certificate Instructions

## GENERAL INSTRUCTIONS

In order to ensure the effectiveness of the Certificate, all required fields must be completed.

- A. The "NAME", "ADDRESS", and "TPT LICENSE NUMBER" fields of the Contractor section must be completed. The contractor is the entity responsible for the tax.

A contractor who is Native American, working on the reservation established for their tribe will mark the box indicating this.

A contractor working for the Native American or the Tribe on the reservation established for the Tribe will mark the box indicating this. The name of the Tribe must also be included.

- B. The "NAME", "ADDRESS", and "TPT LICENSE" fields of the Subcontractor section must be complete.

- C. Either the "Single Project Certificate" box or the "Blanket Certificate" box of the Type of Certificate section must be checked.

- If the "Single Project Certificate" box is checked, the "PROJECT DESCRIPTION" must be supplied. The project description must be sufficient to identify the location of the single project or the Certificate will be deemed incomplete by the Department.

- Additionally, if the "Single Project Certificate" box is checked, a project designation description must be provided. See below for definitions.

- If the "Blanket Certificate" box is checked, either the "From: Through:" box or the "Until revoked" box must be checked. If the "From: Through:" box is checked, the "From: Through:" dates must be provided. The "Specific Project Exclusion" box is optional and allows the "Prime Contractor" to exclude specific projects or time periods from the Blanket Certificate. If the "Specific Project Exclusion" box is checked, details including the project's description and designation or the excluded time periods must be provided.

- The "SIGNATURE", "TITLE", "PRINT NAME" and "DATE SIGNED" FIELDS of the Signature section must be completed.

**Failure to complete these fields as specified may result in the Department disregarding the incomplete Certificate.**

## MRRA AND MODIFICATION DEFINITIONS

**Maintenance:** The upkeep of property or equipment.

**Repair:** Returning existing property to a usable state from a partial or total state of inoperability or non-functionality.

**Replacement:** Removal from service of existing property of a: (i) *component*; or (ii) *system*; or (iii) *type of tangible personal property*, and replacement with another one that provides the: (i) same; or (ii) similar; or (iii) upgraded design or functionality; regardless of whether the existing component or system or existing tangible personal property is physically removed from the existing property.

**Component:** One of the parts of a compound or complex whole; helping to make up the whole of something. A component may be part of a system.

**System:** A regularly interacting or interdependent group of items (or components) forming a unified whole.

**Tangible personal property installed in existing property:** Property installed into existing real property that can still be identified after installation, that does not lose its character and can be removed in essentially the same form.

**Alteration:** An activity or action that causes a direct physical change (e.g., adding or expanding square footage) to existing property that cannot be classified as maintenance, repair or replacement and that is under the following thresholds. For *residential* property (see explanation below) the alteration amount is less than 25% of the property's value as determined by the county assessor. For *commercial* property (see explanation below), the alteration amount is for less than \$750,000. If the above thresholds are exceeded, then the project is a modification project (see below).

**Modification:** Activities encompassing "ground up" construction, grading and leveling ground, and wreckage or demolition, or other new contracting activity where none previously existed to the extent such activity cannot otherwise be characterized as maintenance, repair, replacement or alteration ("MRRA").

**Residential:** Existing property classified as class two property and that is used for residential purposes (see A.R.S. § 42-12002(1)(c)); class three property (see A.R.S. § 42-12003), or class four property (see A.R.S. § 42-12004).

**Commercial:** All other existing property not classified as residential (classes one, five, six, seven, eight, and nine). See A.R.S. §§ 42-12001, 42-12005, 42-12006, 42-12007, 42-12008, and 42-12009.

## RETROACTIVE EFFECT

If a Certificate is not signed contemporaneously with the commencement of a contracting project intended to be within the scope of the Certificate, the Department will accept the Certificate as evidence of the alleged facts. However, the person receiving the Certificate may not receive the benefit of the Certificate if the Department determines that any of the facts set forth in the Certificate are inaccurate.

## ASSUMPTION OF TPT LIABILITY

In most instances, the entity assuming the transaction privilege tax liability for the contracting project(s) referenced in the Certificate will legally be the prime contractor for such project(s). However, in some instances such entity may not legally be the prime contractor for such project(s). If an entity is not the prime contractor for such project(s), the Certificate will nevertheless be effective and will subject such entity to the transaction privilege tax liability of the entity receiving the Certificate.