



Paul J. Sierra Construction, Inc.
Sierra Construction & Restoration, Inc.
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727.442.6040-Pinellas
800.409.5897-Toll-free
813.223.5328-Fax
www.sierraconstruction.com

State Certified General Contractor License #CGC002980

Dear Potential Subcontractor/Vendor:

We thank you for your interest in wanting to build a positive, mutually beneficial relationship with Paul J. Sierra Construction, Inc. In order to begin working with you, we do have certain requirements we need to verify that you meet as listed below:

- Completed and signed Subcontractor set-up sheet.
- W-9 Form.
- Current general liability insurance. **listing Certificate Holders** as additional insured FOR EACH PAUL J. SIERRA CONSTRUCTION, INC. & SIERRA CONSTRUCTION & RESTORATION, INC. (2 Certificates)**
- Current workers compensation insurance... **listing Certificate Holders FOR EACH PAUL J. SIERRA CONSTRUCTION, INC. & SIERRA CONSTRUCTION & RESTORATION, INC. (2 Certificates)**
- Copy of current Occupational and / or contractor's license. **2022-2023**
- Current automobile insurance.
- Current professional liability insurance.

You will find our **required insurance minimums** listed on the Subcontractor set-up sheet.

Please request a certificate from your insurance agent **for each Paul J. Sierra Construction, Inc. **and** Sierra Construction & Restoration, Inc. The Certificate holder **must be for each** Paul J. Sierra Construction, Inc. **and** Sierra Construction & Restoration, Inc. **Please see samples attached.**

Please return all the above complete information to our office at your earliest convenience. We look forward to doing business with you. If you have any questions, feel free to call.

Thank you,

Accounting Department

**PAUL J. SIERRA CONSTRUCTION, INC. AND SIERRA CONSTRUCTION & RESTORATION, INC.
SUBCONTRACTOR/VENDOR INFORMATION AND REQUIREMENTS**

****Please return this information to: _____****

Date: _____	Type of service(s) performed: _____	
Name of Subcontractor: _____		
DBA name: _____		
*Contractor license #: _____	Occupational license #: _____	
*****COPY OF LICENSES MUST BE ATTACHED*****		
Name of owner: _____	Contact name: _____	
Mailing address: _____ _____		
Street address: _____		
Telephone #: () _____	Fax #	() _____
E-mail address: _____	Website: _____	
Incorporated: Yes <input type="checkbox"/> No <input type="checkbox"/>	Corporation: S <input type="checkbox"/> C <input type="checkbox"/> LC <input type="checkbox"/> LCC <input type="checkbox"/>	
W-9 form attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	Federal ID #: _____	

REQUIRED INSURANCE INFORMATION:

CERTIFICATE OF INSURANCE MUST BE MAILED, EMAILED, OR FAXED DIRECTLY FROM YOUR INSURANCE COMPANY TO OUR OFFICE SHOWING THE FOLLOWING TYPES OF COVERAGES AND SPECIAL PROVISIONS, BEFORE ANY PAYMENTS WILL BE PROCESSED:

*Mandatory Items if checked

- *GENERAL LIABILITY:** **Certificate holders* must be named as additional insured.** Minimum coverage for general aggregate and products/comp op of **\$1,000,000.00**. Minimum coverage for General personal and adv injury, each occurrence **\$1,000,000.00**.
- *WORKERS COMPENSATION:** **NO EXEMPTIONS ALLOWED!** Minimum coverage for each accident and each employee is **\$100,000.00**. Minimum coverage for disease policy limit is **\$500,000.00**.
- *AUTOMOBILE:** Minimum coverage **\$1,000,000.00**.
- *PROFESSIONAL LIABILITY:** Errors and omissions. Must show proof of coverage.
- EXCESSIVE LIABILITY/UMBRELLA:** Minimum coverage \$ 1m
- HAZARD WASTE/ CONTRACTORS POLLUTION:** Minimum coverage (when applicable) \$ 1m

*Certificate holders must be BOTH Paul J. Sierra Construction, Inc. AND Sierra Construction & Restoration, Inc.

PAYMENT INFORMATION:

- Subcontractor will be required to sign the standard state Release of Lien issued by Paul J. Sierra Construction, Inc. / Sierra Construction & Restoration, Inc.
- If all required information is current and complete, all Invoices will be paid on the 15th and 30th/31st of every month, 30 days from invoice date, unless contract states "Pay when Paid". Pay when Paid will be paid within 15 days of GC Draw payment on the next scheduled check run.
- Due to overwhelming traffic in our main office, **we will mail** all checks no later than the 15th and 30th/31st. The exception will be if that date falls on a holiday or weekend. Vendors picking up checks will be limited to those needing to deliver needed paperwork such as lien releases. **Pickups will be between 2:30pm and 4:30pm only.**

GENERAL INFORMATION:

- To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless Contractor and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, in any way arising out of or resulting in whole or in part from performance or nonperformance of the Subcontractor's Work under this Agreement, or from the performance or nonperformance of Subcontractor's agents, subcontractors, or employees, regardless of whether such claims, damages, losses, or expenses are the result of the negligence of Subcontractor or its contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier

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Subcontractor/Vendor Information and Requirements
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or their respective employees. This indemnity and hold harmless shall also extend to any such claims, damages, losses, or expenses caused in part by any act, omission, or default of Contractor, excepting only claims of, or damages resulting from, the gross negligence, or willful, wanton or intentional misconduct of Contractor or its officers, directors, agents or employees, or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Subcontractor or any of Subcontractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

- The Subcontractor is an independent contractor and is not an employee, servant, agent, partner or joint venture of Contractor. Contractor is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Subcontractor. Neither the Subcontractor nor its employees shall be entitled to receive any benefits which employees of Contractor are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work.
- The Subcontractor shall perform the work at its own risk, and assumes all responsibility for the condition of tools, equipment, material, and job site.

I have read and understand the conditions outlined above. Default on my part in the above conditions may result in backcharges for insurance coverage through Paul J. Sierra Construction, Inc. / Sierra Construction & Restoration, Inc. or loss of subcontract.

Signature: _____

Date: _____

Printed Name: _____

OFFICE USE ONLY:

Submitted by: _____	Cost Code Division (1-16): _____
Subcontract package completed and processed by: _____	Date: _____

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, 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 no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

-SAMPLE-

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE
PRODUCER YOUR INSURANCE AGENT'S INFORMATION (NAME, ADDRESS, PHONE & FAX NUMBERS)	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED YOUR COMPANY'S INFORMATION (NAME, ADDRESS, PHONE & FAX NUMBERS)	INSURERS AFFORDING COVERAGE INSURER A: <i>YOUR INSURANCE COMPANY</i> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (MINIMUM)		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ALL POLICY NUMBERS, DATES OF COVERAGE AND COVERAGE AMOUNTS MUST BE LISTED.			EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ALL POLICY NUMBERS, DATES OF COVERAGE AND COVERAGE AMOUNTS MUST BE LISTED.			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			ALL POLICY NUMBERS, DATES OF COVERAGE AND COVERAGE AMOUNTS MUST BE LISTED.			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				ALL POLICY NUMBERS, DATES OF COVERAGE AND COVERAGE AMOUNTS MUST BE LISTED.		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below			ALL POLICY NUMBERS, DATES OF COVERAGE AND COVERAGE AMOUNTS MUST BE LISTED.			
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE #1 PAUL J. SIERRA CONSTRUCTION, INC. IS NAMED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY.
 CERTIFICATE #2 SIERRA CONSTRUCTION & RESTORATION, INC. IS NAMED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY.

CERTIFICATE HOLDER CERTIFICATE #1 PAUL J. SIERRA CONSTRUCTION, INC. 912 WEST DR. MARTIN LUTHER KING JR. BOULEVARD TAMPA, FL 33603 CERTIFICATE #2 SIERRA CONSTRUCTION & RESTORATION, INC. 912 WEST DR. MARTIN LUTHER KING JR. BOULEVARD TAMPA, FL 33603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE YOUR INSURANCE AGENT'S SIGNATURE
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