



FIELD AGREEMENT FOR SERVICES

DISTRICT OFFICE USE ONLY

This Field Agreement for Services is made and entered into on _____ by and between Rancho Santiago Community College District (“District”) and _____ (“Contractor”). In consideration of the mutual covenants set forth herein, the District and Contractor agree as follow:

1. Project Scope of Work* (Please describe)

**The Contractor shall provide all work, labor, materials, equipment and services necessary to perform and complete the Project scope of Work in accordance with the requirements of this Contract.*

- 2. Contract Price.** District agrees to pay Contractor a lump sum, fixed price for completion of the Project and other Contractor obligations hereunder, sum of _____ (\$_____).
- 3. Contract Time and Liquidated Damages.** Contractor shall commence Project work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work within _____ calendar days after the commencement date for the Work (“Contract Time”). Failure to complete the Project within the Contract Time will subject the Contractor to Liquidated Damages at the per diem rate of **\$250** until the Project is completed.
- 4. Insurance.** The Rancho Santiago Community College District shall be named as an additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies and documented by a written endorsement. Contractor grants to the District a waiver of any right to subrogation which any insurer of Contractor may acquire against District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation. The minimum Coverage Limits for policies of insurance the Contractor is required to maintain during the Project are as follows:

Policy of Insurance	Minimum Coverage Limit
Workers’ Compensation Insurance	In accordance with Laws
Employer’s Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance.	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
Contractor Pollution Liability Insurance/Builder’s Risk “All-Risk” Insurance, if required by the District	

- 5. District Representative** for the Work: _____.
- 6. Architect/Design Professional** for the Work: _____.
- 7. Contract Documents** consists of this Contract, the accompanying Contract Terms and Conditions, and the documents identified below.
 - 7.1 Solicitation of Quotes, including addenda, if any
 - 7.4 Completed & Signed Non-Collusion Affidavit
 - a) Attachment A- Scope of Work, if applicable
 - 7.5 Completed & Signed Workers’ Compensation Certificate
 - b) Attachment B-Specifications, if applicable
 - 7.6 Completed & Signed Drug-Free Worker’s Certificate
 - c) Attachment C-Plans/Drawings, if applicable

- d) Attachment D-Report(s), if applicable
- e) Attachment E-Photo(s), if applicable
- f) Attachment F-Other document(s), if applicable
- 7.2 Completed & Signed Bidder's Quote
- 7.3 Completed & Signed Designated Subcontractors List, if any

- 7.7 Completed & Signed Submittal of Certified Payroll Records to Labor Commissioner
- 7.8 Insurance Certificates & Endorsements, if required
- 7.9 Company's W-9
- 7.10 Purchase Order
- 7.11 Notice of Project Closeout (to be issued at the final completion of the project)
- 7.12 Warranty Guarantee Form (to be issued at the final completion of the project)

8. Terms and Conditions. Contractor agrees to comply with the attached Terms and Conditions, which are incorporated in this Contract as if set forth in full.

9. Notices of the District and Contractor to the other shall be transmitted via e-mail or U.S. Mail, postage pre-paid, as set forth below. The effective date of notices transmitted in accordance with this Contract shall be the day after the date of the e-mail transmission or the postmark, whichever is later. Notices under this Contract shall be addressed as follows:

Send the notice Rancho Santiago Community College District to:
 Linda Melendez, Director, Purchasing Service
 2323 North Broadway, Suite 109
 Santa Ana, CA 92706
 Email: Melendez_Linda@rsccd.edu

Entire Send a copy of the notice to Site/Campus (must be completed by the District Representative).

District Representative Full Name: _____
 Title: _____
 Campus/Site: _____
 Mailing Address: _____
 City, State, and Zip Code: _____
 Email Address: _____

Send a notice to the Contractor (to be completed by the Contractor, if the notice is to be sent to a different location than Section 10 below).

Authorized Representative: _____
 Mailing Address: _____
 City, State, and Zip Code: _____
 Email Address: _____

10. Electronic and Digital. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act ("UETA") (Cal. Civic Code Â§ 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

11. Entire Agreement. This Contract, including the Scope of Work, Terms and Conditions, and the Contract Documents, constitutes the sole and entire contract and understanding between District and Contractor relating to the subject matter hereof. This Contract and the Contract Documents replace and supersede all prior contracts or negotiations, whether written or oral relating to the subject matter hereof. The Contract Documents shall not be modified except in a writing signed by the District and Contractor.

Signatures are on the next page.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826.

The Contractor and District have executed this Contract as of the date set forth above.

Contractor's Legal Entity Name:

Rancho Santiago Community College District

X

Signature (above) _____ Date _____
Print Name: _____

Title: _____

Mailing Address: _____

City, State, and Zip Code: _____

Telephone No.: _____

Email: _____

Contractor's License(s)/Certificate(s) No.: _____

Contractor's Dept. of Industrial Relations Registration No. _____

X

By: Linda Melendez _____ Date _____

Title: Director, Purchasing Services
District Operations Center

Purchasing Services
2323 North Broadway, Suite 109
Santa Ana, CA 92706-1640

Telephone: (714) 480-7370

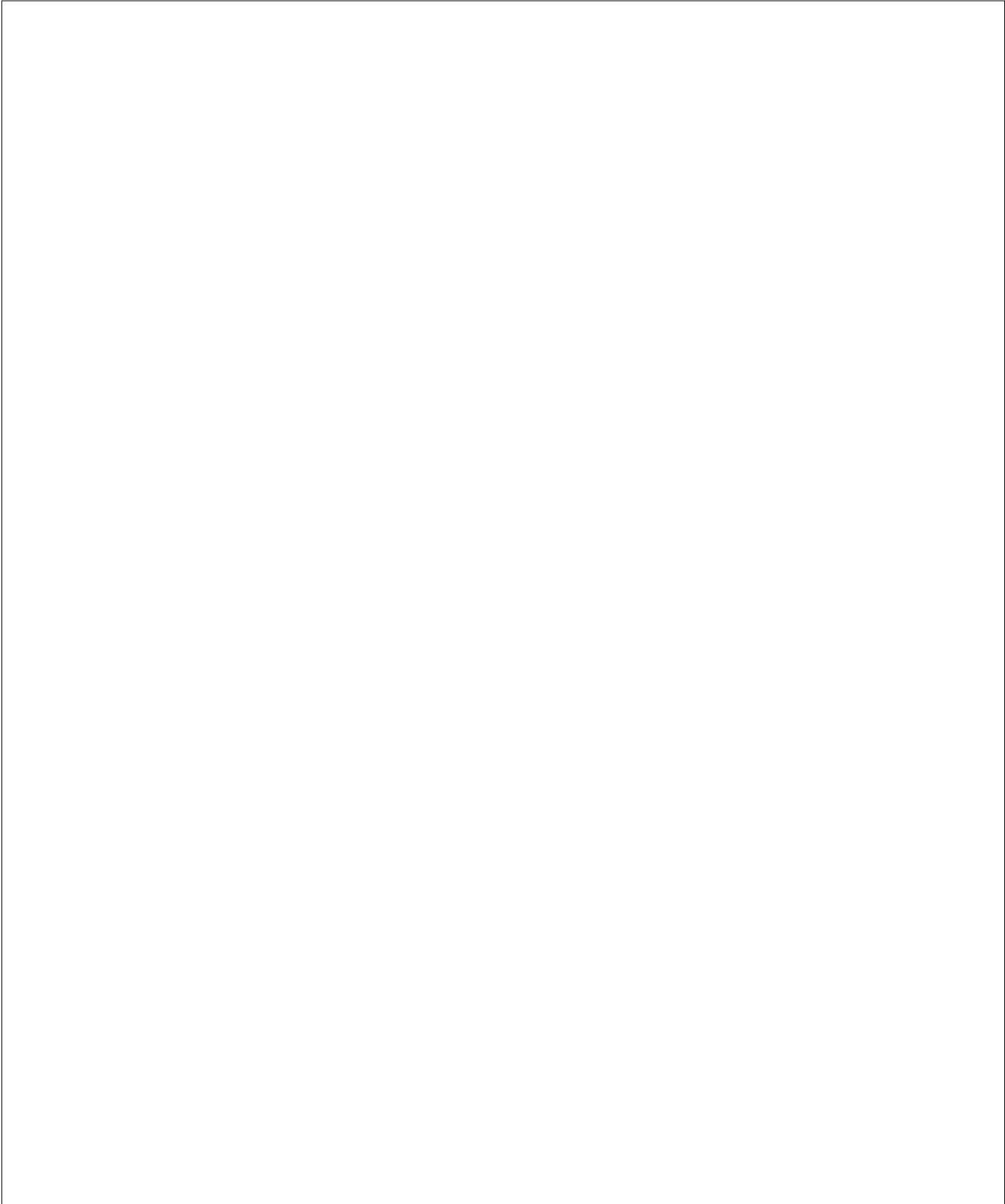
Fax: (714) 796-3907

Email: Melendez_Linda@rscdd.edu

Purchase Order No: _____

DIR Project ID No: _20260640755

ATTACHMENT A-SCOPE OF WORK



Rancho Santiago Community College District Rev201230

Form:

Project Name:

TERMS AND CONDITIONS

1. Contractor Responsibilities

1.1. Labor, Materials, Equipment and Services. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and materials necessary to complete the Project in accordance with the Contract Documents. Except for existing utility services at the Site made available to the Contractor by the District, the Contractor shall furnish all utilities necessary to complete the Project, including temporary utility distributions. The Work shall be completed in a high quality, workmanlike manner at such times and places as directed by and subject to the approval of the District Representative. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations ("the Laws"). If there are conflicts between any portions of the Contract Documents, the Contractor shall furnish and install the more stringent or higher quality requirements.

1.2. Contractor Supervision.

1.2.1. Contractor Superintendent. The Contractor shall employ a Superintendent fluent in verbal and written English who shall be at the Site at all times during performance of Work at the Site. The Superintendent is the Contractor's Representative for the Project; directions, instructions or other communications to and with the Contractor's Superintendent are directions, instructions or communications to or with the Contractor.

1.2.2. Employee Competency and Discipline. The Contractor shall enforce strict discipline and good order among employees of the Contractor and Subcontractors at the Site. Personnel of the Contractor or any Subcontractor are subject to removal from the Site for violations of the Laws or District Policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform assigned tasks.

1.2.3. District Policies; Noise, Drugs, Tobacco, and Alcohol. Use, possession, consumption or work under the influence of alcohol or illegal drugs at the Site is prohibited. District Board Policies prohibit the use of any form of tobacco products at the Site. Use of music/audio devices, including radios or wearing any headphone devices for entertainment while performing Work at the Site is prohibited. The Contractor shall implement measures to: (i) notify all personnel at the Site of such prohibitions; and (ii) prevent violations of such prohibited conduct. The District expressly reserves the right to remove construction personnel violating the foregoing.

1.3. Labor Code Requirements.

1.3.1. Prevailing Wage Rates; Hours of Work. The Contractor and all Subcontractors shall: (i) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject

to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate requirements or hours of work limits.

1.3.2. Apprentices. Apprentices, if any, engaged in performing the Work shall be in strict conformity with applicable Laws, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

1.3.3. DIR Registration. The Contractor and all Subcontractors must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

1.4. Subcontractors. The Contractor is responsible for the acts, omissions and other conduct of Subcontractors and their employees, agents and representatives. Subcontracts between the Contractor and Subcontractors shall incorporate the Contract as far as such terms are applicable to the Subcontractor's work, including, without limitation, all indemnification, insurance, and warranty requirements. Subcontracts shall be made available to the District for review upon request of the District. Contractor shall submit a Subcontractors List for the Project on the form included in the Contract Documents. Subcontractors identified in the Subcontractors List shall not be replaced except in strict conformity with requirements of Public Contract Code §4107. The Contractor is responsible for all fees, costs or expenses (including attorneys' fees) incurred by the District to review, evaluate and respond to the Contractor's request to replace a listed Subcontractor. Subcontractors must be a California licensed contractor in the classification(s) required for the portions of the Project completed by the Subcontractor.

1.5. Property Damage. The Contractor is responsible for costs to repair, replace or correct damage or destruction to property arising during the Contractor's completion of Project Work, including without limitation, damage/destruction of other facilities/improvements, landscape materials and irrigation systems.

2. Project Site

2.1. Site Examination and Site Conditions. The Contractor has examined the Site and accepts conditions at the Site affecting the completion of the Project. By submitting a Quote for the Project, the Contractor warrants and represents to the District that the Contractor has made all Site examinations that it deems necessary and that the pricing proposed in the Quote is not subject to adjustment for conditions at the Site.

2.2. Safety and Security; Protection of Work and Property. The Contractor is solely responsible for safety at the Site, including compliance with Laws pertaining to safety at the Site. Contractor shall comply with all District rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including all personal property items

situated at the Site) to prevent theft, loss or damage. The District and District employees, officers, agents or representatives are not liable for loss, theft, damage or destruction of personal property items. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

2.3. Contractor Environmental and Hazardous Materials Responsibilities. The Contractor shall comply with Laws relating to construction waste management, materials re-use and/or recycling and the maintenance of records relating thereto. All activities of the Contractor relating to removal, transportation and/or disposal of any hazardous material shall be in strict compliance with the Laws, including compliance with requirements of manifests for the transportation and disposal of hazardous materials. The Contractor's failure to strictly comply with its obligations hereunder shall be a basis for the District's withholding of Contract Price disbursements until the Contractor has complied and performed its obligations hereunder.

2.4. Clean-Up. The Contractor shall remove and legally dispose of all waste materials and other debris from the Site. The Site shall be in maintained in a neat, orderly and "broom clean" condition. At completion of the Project, the Contractor shall: (i) remove all temporary facilities and installations; and (ii) clean all surfaces, fixtures, and equipment at the Site. If the Contractor fails to complete clean up responsibilities, the District may do so, and all costs shall be charged to the Contractor; the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

2.5. Occupancy. The District reserves the right to occupy existing facilities and improvements in, at or about the Site at any time before completion of the Project. The District's occupancy does not constitute acceptance or approval of any part of the Project and will not extend the Contract Time nor relieve the Contractor of any duties or responsibilities under this Contract.

2.6. Emergencies. In an emergency affecting life, life safety, property damage, the Work or adjoining property, Contractor, without special instruction or authorization from District, shall take such actions reasonably necessary to prevent such threatened loss or injury. Contractor shall immediately report in writing to the District Representative if such action is taken.

3. Project Requirements

3.1. District Site Access. The District and the District's employees, agents or representatives shall at all times have access to the Site and the Project. The Contractor shall provide safe and proper facilities for such access.

3.2. Construction Schedule. If the Contract Time is more than thirty (30) calendar days, the Contractor shall prepare a Construction Schedule in such form and format required by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of Project progress. The Contractor's Construction Schedule shall be submitted to the District for review and acceptance. The Contractor

shall complete Project Work in accordance with the District accepted Construction Schedule.

3.3. Substitutions. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than seven (7) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution is final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution is less than the Specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District is deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

3.4. District Inspection. The Project is subject to inspection by the District, District Representative and/or Architect, if any, for conformity to requirements of the Contract Documents. If any portion of the Project, whether completed or in progress, is determined to vary from requirements of the Contract Documents, upon notice to the Contractor, the Contractor shall promptly, at the Contractor's cost and expense, correct, replace or repair any such portion of the Project to conform to Contract Documents requirements.

3.5. Contractor Warranty. If within one (1) year, or such other period set forth in the Contract Documents, any part of the Project or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall promptly correct, repair or replace such part of the Project or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor.

3.6. Manufacturer Warranties. The Contractor shall, prior to the release of retention, provide the District Representative with hard copies of all manufacturer warranties for all equipment and materials furnished, installed and incorporated into the Project.

4. Contract Price.

4.1. Contract Time Less Than Sixty (60) Days. If the Contract Time is sixty (60) days or less, the District will make payment of the Contract Price upon completion of the Project, the Contractor's full performance of all other obligations under the Contract Documents. Upon receipt of thereof, the District Representative will promptly verify that the Project has been completed and that the Contractor has performed all other obligations hereunder. Upon Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the Contractor may invoice for payment of the Contract Price. The

District will make payment of the Contract Price within thirty (30) days of such invoice.

4.2. Contract Time More Than Sixty (60) Days. If the Contract Time is sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Project Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by the District and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Within sixty (60) days of completion of all Project Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors.

4.3. District Deducts and Withholds from Contract Price. The District may deduct from the Contract Price and withhold disbursement of the Contract Price for any of the following: (i) Liquidated Damages; (ii) sums expended by the District to perform the Contractor's obligations under the Contract Documents; (iii) defective or non-conforming Project Work not remedied; (iv) stop payment notice claims; (v) reasonable doubt that the Project can be completed for the unpaid balance of the Contract Price or within the Contract Time; (vi) unsatisfactory prosecution of the Project Work; (vii) unauthorized deviations from requirements of the Contract Documents; (viii) losses, damages or costs arising out of the Contractor's default or breach of obligations; and (ix) any other sums which the District is entitled or required to withhold from the Contractor, the Contract Documents or the Laws. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

4.4. Certified Payroll Records. The Contractor and Subcontractors shall maintain Certified Payroll Records in the form and format established by the Labor Commissioner. Pursuant to Labor Code §1771.4, the Contractor and Subcontractors shall retain Certified Payroll Records for at least three (3) years after completion of the Project. The District may, in the sole discretion of the District, condition disbursement of any portion of the Contract Price on the Contractor's delivery of Certified Payroll Records of the Contractor and Subcontractors for the period of time covered by a request for payment of the Contract Price.

4.5. Certified Payroll Records Submittal To Labor Commissioner. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall maintain Certified Payroll Records for labor employed by them to complete Project Work. The Contractor and Subcontractors shall furnish copies of Certified Payroll Records to the District and others in accordance the Laws.

Certified Payroll Records of the Contractor and Subcontractors, in the form, format and within the times established by the Labor Commissioner, shall be submitted to the Labor Commissioner as required by the Laws. The District's disbursement of any portion of the Contract Price is expressly conditioned on the Contractor's completion and execution of the form of Verification of Certified Payroll Records Submittal to Labor Commissioner for the payment requested.

4.6. District Deducts and Withholds from Contract Price. The District may deduct from the Contract Price and withhold disbursement of the Contract Price for any of the following: (i) Liquidated Damages; (ii) sums expended by the District to perform the Contractor's obligations under the Contract Documents; (iii) defective or non-conforming Project Work not remedied; (iv) stop payment notice claims; (v) reasonable doubt that the Project can be completed for the unpaid balance of the Contract Price or within the Contract Time; (vi) unsatisfactory prosecution of the Project Work; (vii) unauthorized deviations from requirements of the Contract Documents; (viii) losses, damages or costs arising out of the Contractor's default or breach of obligations; and (ix) any other sums which the District is entitled or required to withhold from the Contractor, the Contract Documents or the Laws. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

5. Changes

5.1. District Authority. The District may direct Changes within the general scope of Project Work. Changes authorized or directed by the District shall be reduced to a written Change Order in the form and content prepared by or on behalf of the District. Adjustments to the Contract Price for District authorized Changes shall be limited to the actual costs of labor, materials, equipment or services necessary to complete the Change. All other costs associated with a Change, including without limitation profit, overhead/administrative costs and impacts are fully compensated by the mark-up established in the Contract Documents on direct costs of a Change. The Contractor shall provide the District with all information requested to substantiate the cost of a Change. The Contractor shall submit, prior to approval of a Change Order, its request for adjustment of the Contract Time (if any) along with data substantiating the Contractor's right to adjustment of the Contract Time and the extent of such adjustment. If Contractor fails to strictly comply with the preceding the Contractor shall be deemed to have waived any right to adjustment of the Contract Time.

5.2. Construction Change Directive ("CCD"). The District may direct a Change prior to and without issuance of a Change Order by a Construction Change Directive ("CCD"). The Contractor shall: (i) promptly commence and complete changes incorporated into a CCD; and (ii) maintain detailed contemporaneous records of labor, materials and equipment incorporated into or consumed in completing a CCD. Adjustment of the Contract Price or Contract Time on account of a CCD shall be determined in accordance with the Contract Documents and incorporated into a Change Order.

5.3. Mark-Ups on Changes. The mark-up on direct costs for a Change directed or authorized by the District for all overhead (including home and field office overhead), general conditions costs, impacts of the Change and profit, shall not exceed the percentage of

allowable direct actual costs for performance of the Change as set forth below.

5.3.1. Subcontractor Performed Changes. For the portion of a Change performed by Subcontractors, the mark-up on actual direct labor and materials costs incurred the Subcontractors is Ten Percent (10%). In addition, the Contractor may add an amount equal to Five Percent (5%) of the Subcontractors' actual direct labor and materials costs; the Contractor's mark-up shall not be applied to the Subcontractors' mark-up.

5.3.2. Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change is Fifteen Percent (15%).

5.3.3. Exclusions from Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

6. Insurance and Indemnity

6.1. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and its governing board, officers, employees, agents, and volunteers ("Indemnified Parties") from and against any and all liabilities, demands, claims, actions, causes of action (including cost of defense, settlement, and reasonable attorneys' fees) (collectively "Claims") which arise out of the negligent, grossly negligent or willful conduct of the Contractor, Subcontractors or the employees, agents or representatives of the Contractor or Subcontractors, including without limitation, Claims for bodily injuries (including death) to any person, damage (including theft or loss of use) to any property, Stop Payment Notice claims and other economic losses, damages or injuries. The Contractor's obligations hereunder shall survive completion of the Work or termination of the Contract until barred by the applicable statute of limitations.

6.2. Insurance. The Contractor and Subcontractors shall maintain in force during performance of the Work the following policies of insurance:

6.2.1. Workers' Compensation. The Workers' Compensation insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work.

6.2.2. Employer's Liability. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

6.2.3. Commercial General Liability Insurance. The General Liability insurance policies shall cover personal injury, bodily injury, death, other injury and property damage losses.

6.2.4. Contractor Pollution Liability. If required, the Contractor Pollution Liability policy shall cover losses for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from

contracting operations performed by or on behalf of the Contractor, except for fungus/spore coverage.

6.2.5. Automobile Liability. The Automobile Liability insurance shall cover losses for bodily injury, death or property damage arising out of use or operation of owned, non-owned and hired vehicles.

6.2.6. Builder's Risk. If required by the Contract Documents, the Builder's Risk insurance shall cover all risks of direct physical loss basis, or an amount equal to the full completed value of the Project Work.

6.2.7. Minimum Coverage Limits. Each required policy of insurance shall be in at least the minimum coverage limit set forth in the Contract.

6.2.8. Certificates of Insurance. Before commencing the Work, the Contractor and its Subcontractors shall provide to the District Representative certificate(s) of insurance and endorsements establishing conformity to insurance coverage requirements. No Work is permitted at the Site until the Contractor delivers Certificates of Insurance to the District Representative evidencing insurance policies/coverages required by the Contract. The Contract Time is not subject to extension for the Contractor's delayed delivery of Certificates of Insurance to the District Representative.

6.3. Policy Requirements. The policies of insurance obtained by the Contractor and Subcontractors shall not be amended or modified and the coverage amounts shall not be reduced without at least thirty (30) days advance written notice to the District. Except for workers compensation insurance, the District must be named as an additional insured on all policies. The Contractor's policies are primary; any insurance carried by the District are only secondary and supplemental. All insurance policies shall include endorsements waiving any right to subrogation against any person or organization, including the District, and any of the named additional insureds. All policies must be written on an occurrence form.

7. Termination and Suspension

7.1. Termination for Contractor Default. The Contractor's failure to fully and timely perform its obligations under the Contract Documents or to strictly comply with terms and conditions of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor commences, and diligently thereafter prosecutes to completion, all required actions to cure such default(s), the Contract is deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety are liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Project Work which exceeds the remaining Contract Price at the time of termination.

7.2. District Termination for Convenience. The District may terminate the Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the

termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Project Work.

7.3. Suspension. The District may by written directive to the Contractor, suspend the Project Work, in whole or in part, for such time as determined by the District. Upon issuance of such directive, the Contractor shall take action as directed to protect work in place, materials/equipment at the Site and other actions relating to Project Work in place, in progress, in storage, in transit or in fabrication ("Contractor Suspension Activities"). The Contractor shall resume Project Work as directed by the District. The District's suspension of Project Work shall not result in adjustment of the Contract Price, except for the direct costs of Contractor Suspension Activities. The Contract Time will be equitably adjusted for District directed suspension of Project Work.

8. Miscellaneous

8.1. Claims Resolution.

8.1.1. Contractor Continuation of Work.

Notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the Contractor relating to the Contract Documents or the Project Work, the Contractor shall continue to diligently prosecute and perform the Work, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.

8.1.2. Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

8.1.2.1. Contractor Claims. Contractor Claims are subject to the Section 9204 Procedures provided, however, that the Section 9204 Procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

8.1.2.2. Subcontractor Claims. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a Certification that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq.).

8.1.3. Contractor Compliance with Government Code Claims Procedures. Disputed Claims and other matters in controversy asserted by the Contractor against the District are a "suit for money or damages" and subject to Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of Section 20104.4 Dispute Resolution Procedures or Small Claims Court

proceedings is the Contractor's compliance with the Government Code Claims Process.

8.1.4. Disputed Claims. Claims not resolved by the Section 9204 Procedures are subject to Small Claims Court proceedings or binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

8.1.4.1. Section 20104.4 Dispute Resolution Procedures; Claims Less Than \$375,000. Disputed Claims of \$375,000 or less and more than the then current Small Claims Court jurisdictional limits shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

8.1.4.2. Limitation on Special and Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor are limited to general damages directly caused by the breach or default and shall exclude any and all special or consequential damages, if any. The Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

8.1.4.3. Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

8.2. Audit. The District shall have the right to review, audit, and to copy records and supporting documentation of the Contractor and Subcontractors relating to performance of the Contract. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or required by the Laws. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any Subcontract.

8.3. Governing Law; Interpretation; Venue. This Contract is governed by the laws of the state of California and shall be interpreted as a whole and not in favor of the District or the Contractor. Venue for any legal proceeding shall be the Superior Court for the County in which the Site is situated at the Superior Court branch situated closest to the Site.

8.4. Force Majeure. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the

non-performance is not due to the fault or neglect of the party not performing.

8.5. Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign by this Contract, any right or obligation hereunder or any portion thereof.

8.6. Days. Unless otherwise stated in the Contract, all references to "days" shall be deemed references to calendar days.

8.7. Complete means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project, including all Punch List work. This may also be referred to as Final Completion.

8.8. Completion Date is the date assigned at the end of the Contract Time for the Project.

8.9. Time. Time is of the essence in performance and completion of obligations under the Contract.

8.10. No Oral Modifications. The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. No term or condition of the Contract shall be modified or amended except by a subsequent writing executed by the District and Contractor and approved or ratified by the District's Board. Verbal or oral modifications to the Contract are not enforceable.

8.11. No District Waiver. District's waiver or delayed enforcement of any term, condition, covenant or obligation of the Contractor under the Contract Documents shall not: (i) constitute the District's waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the District's enforcement of such term, condition, covenant or obligation.

8.12. Provisions Required by the Laws Deemed Inserted. Provisions required by the Laws to be incorporated into the Contract Documents are deemed incorporated herein and the Contract Documents shall be read and enforced as though such provisions are incorporated herein.

8.13. Conflicts/Inconsistencies. In the event of conflict or inconsistency between the Contract and these Terms and Conditions ("Contract") and the terms of Contractor's Quote, the terms of the Contract shall prevail over the Contractor's Quote. It is further agreed that District's attachment of the Contractor's Quote shall not constitute a modification, amendment or limitation of any term or condition of the Contract unless such term or condition is expressly set forth in writing in this Contract.

8.14. Severability. If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

8.15. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

8.16. Non-Discriminatory Employment Practices. The Contractor and Subcontractors shall comply with District Policies prohibiting discriminatory practices against employees or prospective employees based on race, color, ancestry, national origin, religious creed, sex, age, sexual preference, marital status or other classification protected by the Laws. Contractor agrees to abide by this policy and to comply with Laws prohibiting discriminatory employment practices, including the California Fair Employment Practice Act.

8.17. Entire Contract. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.

8.18. District Representative is the person designated by the District to represent the District during the Construction for the Project. This District representative may be an employee of the District, and may also include Construction Managers who shall have the authorities. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District's Construction Manager who will advise the District.

8.19. Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Trustees on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

END OF SECTION

Supplemental Conditions

COVID-19 Related Provisions Applicable to Contractor's Work

1.1 Contractor shall provide to the District, no later than ten (10) days after issuance of NTP, all protocols and procedures that will be in place during construction to ensure prevention of the spread of coronavirus (SARS-CoV-2). Measures implemented shall at a minimum follow Cal OSHA's Safety and Health Guidance, COVID-19 Infection Prevention in Construction as well as implement the following:

a) At any time the Contractor receives notice that one of their employees test positive for COVID 19 and/or an employee's family member tests positive, Contractor must immediately notify the District Representative.

b) Maintain a daily attendance log of all workers and visitors on site.

1.2 Contractor shall be responsible for obtaining and complying with any all COVID-19 construction protocols from federal, state, or local entities applicable to the Project.

1.3 Contractor's obligations to provide materials and equipment for the Project and the Project site shall include obtaining and providing personal protective equipment ("PPE") to its employees and that subcontractors to prevent the spread of COVID-19 or any other similar virus or derivative strain, as well providing adequate site sanitation facilities. The Contract Price includes all such costs.

1.4 Contractor's site safety obligations require Contractor to comply with all applicable federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and or any similar virus or derivative strain. The Contract Price shall include all such costs of compliance.

1.5 Contractor shall ensure that all its employees and its Subcontractor employees comply with all applicable construction site safety requirements, including, without limitation, those related to COVID-19 or any other similar virus or derivative strain.

End of Section

SUBMITTAL OF CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

The person who will be submitting the certified payroll to Department of Industrial Relations is:

Name Printed or Typed:

Telephone Number:

Email Address:

1. The Contractor will submit Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
2. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application will submit their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
3. I shall review the Contractor's CPRs to be submitted to the Labor Commissioner and the CPRs will be as complete and accurate for the period of time covered by the Pay Application.
4. I shall review the Subcontractors' CPRs to be submitted to the Labor Commissioner and the CPRs will be as complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Representative Name:

Name Printed or Typed (above):

X

Signature (above)

Date

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

1. I am aware that California Labor Code §3700(a) and (b) provides:
 "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
 - (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
 - (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.
3. The following information pertains to the Workers' Compensation Insurance policy:

BELOW INFORMATION IS REQUIRED.

Name of Insurer		
Policy No.		
Expiration Date		
Name		
Mailing Address		
City, State, and Zip Code		
Telephone #		Fax #
Email Address of contact for Insurer or Broker:		

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Representative Name:

 Name Printed or Typed (above):

X

 Signature (above) Date

DRUG-FREE WORKPLACE CERTIFICATION

1. I am aware of the provisions and requirements of California Government Code §8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Representative Name:

Name Printed or Typed (above):

X

Signature (above)

Date

NOTICE OF PROJECT CLOSEOUT

(To be issued to the Contractor by the District Representative)

Date:

Contractor: _____
 Authorized Representative: _____
 Mailing Address: _____
 City, State, and Zip Code: _____
 Telephone Number: _____
 Email Address: _____

This shall serve as formal notification that Rancho Santiago Community College District is closing out the project and it is completed as of _____, in accordance with the terms and conditions of the Field Agreement for Services contract.

Project, _____.

Summary of Cost for the Purchase Order No: _____.
 1. Original Purchase Order Amount: \$ _____.
 2. Change Order, if applicable *: \$ _____.
 3. Final Contract Amount: \$ _____.

** Inclusive of allowances, contingencies, change orders and/or other related contracting pricing changes.*

Please complete and sign the attached warranty form and email/mail to my attention.

District Representative Full Name: _____
 Campus/Site: _____
 Mailing Address: _____
 City, State, and Zip Code: _____
 Email Address: _____

Sincerely,

District Representative Name: _____
 Title: _____

cc: Purchasing Services Department
 Senior Accountant
 Facility Planning Specialist

WARRANTY GUARANTEE FORM

(To be issued to the Contractor by the District Representative)

The following is a warranty and guarantee by the undersigned for the work which has been completed or installed for the project,

Capitalized terms not defined herein shall have the meanings assigned to them in the Contract Documents applicable to the Warranted Work at the time it was furnished and installed at the Project.

The undersigned hereby warrants and guarantees that (1) the Warranted Work (including, without limitation, all pieces and parts thereof that are incorporated into the Warranted Work), unless otherwise expressly permitted or required by the Contract Documents, is of first-class quality and new; and (2) the Warranted Work conforms with the requirements of the Contract Documents and Applicable Laws; and (3) the Warranted Work is and will remain free of defects appearing within a period of 1 year from FINAL COMPLETION () as defined in the Contract; ordinary wear and tear and unusual abuse or neglect excepted.

SYSTEM OR ITEM	WARRANTY DURATION (YEARS)

In the event of the Warranted Work is found not in compliance with the terms of this warranty, then the District shall have the right, after expiration of a reasonable period of time (not later than seven (7) calendar days) following mailing by regular mail of notification by the District to the undersigned as its last known or reputed address, to proceed to have the Warranted Work repair, replace or otherwise made good, to whatever extent necessary, to make the Warranted Work comply with its terms of this warranty.

Warranties shall provide by written endorsement that if warranted Work fails and is replaced, removed or substantially rebuilt, that the original warranty on such Work shall be renewed, whereas the full warranty periods starts over again, commencing from when Work covered by warranty was corrected.

The responsibility of the undersigned under this warranty includes, without limitation, replacement, removal and repair not only of the Warranted Work, but also of related or adjoining portions of work, equipment, materials or property as necessary to provide access for correction of the Warranted Work, as well as any other loss or damage (including, without limitation, economic loss) resulting directly or indirectly to District from the failure of the Warranted Work to comply with the terms of this warranty. All costs, expenses, damages and other losses to District due to the failure of the Warranted Work to comply with the terms of this warranty shall be deemed to be expenses of undersigned and shall be paid by the undersigned to the District upon demand.

Print-Subcontractor or Supplier (Company Name)	X	Date
	Signature of Subcontractor or Supplier	
Print-General Contractor (Company Name)	X	Date
	Signature of General Contractor	

Representative(s) to be contacted for service:

Representative First and Last Name:	
Mailing Address:	
Email Address:	Contact Number:

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

Caution: A disregarded domestic 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, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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