



**CASITAS MUNICIPAL  
WATER DISTRICT**

**REQUEST FOR PROPOSAL FOR  
DESIGN BUILD SERVICES FOR  
ROBLES-CASITAS CANAL  
DE LA GARRIGUE BRIDGE REPLACEMENT PROJECT**

**(Specification No. 18-398)**

*Proposals will be received at the office of the  
Casitas Municipal Water District,  
1055 Ventura Avenue, Oak View, California 93022  
until Tuesday, July 17, 2018 @ 4:00 p.m.*

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**CASITAS MUNICIPAL WATER DISTRICT  
REQUEST FOR PROPOSAL FOR DESIGN BUILD SERVICES  
ROBLES-CASITAS CANAL DE LA GARRIGUE BRIDGE REPLACEMENT  
Specification No. 18-398**

**1. INTRODUCTION**

The Casitas Municipal Water District (District) is requesting proposals seeking a Design-Build Contractor (DBC) to design and construct a single span, pre-engineered steel truss vehicular bridge, approximately 38.5 feet in length and 20 feet in width, over the Robles-Casitas Canal. Attachment A shows the location of the project.

**2. PROPOSAL SUBMITTAL**

The proposal should be submitted to Casitas Municipal Water District, 1055 Ventura Avenue, Oak View California 93022, attention: Lindsay Cao, P.E. Proposals will be accepted until **July 17, 2018 @ 4:00 p.m.** No proposals will be accepted after that time and date. The DBC shall submit one electronic version of the proposal to [lcao@casitaswater.com](mailto:lcao@casitaswater.com) in Adobe (PDF) format or two written proposals to the address above.

**3. PREVAILING WAGE RATE**

The construction part of the project has been determined to be a Public Works Project as it pertains to prevailing wages. In accordance with the provisions of Section 1770 of the California Labor Code, it shall be mandatory upon the DBC to whom the contract is awarded, and upon all subcontractors under them, to pay not less than the appropriate prevailing rates to all personnel employed by them in the execution of the contract. The wage scale is on the internet at [www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html) from where it may be obtained. **Final payment for services provided shall not be distributed until receipt of proof of prevailing wage payments.**

All DBCs and their subcontractors shall be registered with the California Department of Industrial Relations (DIR) in accordance with Labor Code Sections 1725.5, 1771, 1773.3 and 1776. Failure of the DBC or subcontractors to be registered with the DIR shall render their proposal as non-responsive and will be rejected except where State code provides for exceptions to the registration requirements. DBCs and their subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner, also known as Division of Labor Standards Enforcement.

**4. PROPOSAL CONTENT**

It is the intent of this Request for Proposal to seek only those proposals that will directly address the particular project of Casitas Municipal Water District. The DBCs submitting proposals need not provide any general information about the firm, but only that particular information that specifically addresses the needs of this proposal. The proposal should not contain any information on the people involved in the project other than those who are actually going to be performing the work and are considered a primary human resource for the project. The scope provided by the proposal should address not only the details in the Request for Proposal, but should also address those issues and relative points that may not have been described in the Request for Proposal, which the firm believes to be pertinent to this particular project. The proposal should contain all required documents in Attachment B.

## 5. PRE PROPOSAL CONFERENCE

A **mandatory pre-proposal tour** will be conducted at **9:00 a.m. on July 10, 2018**. The meeting will begin at the District headquarters at 1055 Ventura Avenue, Oak View, CA 93022. Questions regarding the project may be directed to Lindsay Cao, P.E., Civil Engineer, at (805)-649-2251 x144 or lcao@casitaswater.com.

## 6. SELECTION

The selection of the firm to complete the work will be based upon the following criteria:

- (a) Qualifications and experience of the firm.
- (b) The thoroughness and thought put into the proposal and the detail of the scope of work provided by the firm and the proposal's ability to meet the needs of Casitas.
- (c) The cost to provide the services.
- (d) The proposed time to complete the project.

Casitas reserves the right to reject any and all proposals that are considered unacceptable by Casitas or to waive any minor irregularities if so deemed by Casitas for any reason. If Casitas is unable to enter into an agreement with the selected firm for any reason, it reserves the right to award the contract to the next lowest responsible DBC that submitted a proposal. The same selection process would be used to select the alternate firm. Casitas reserves the right to retain all proposals for a period of sixty (60) days and to reject any and all proposals for any reason at the sole discretion of Casitas, with or without cause.

## 7. AGREEMENT/CONTRACT

See Attachment C

### 8.0 PROJECT

#### 8.1 Background

The De La Garrigue Bridge is a timber bridge over the Robles-Casitas Canal. The bridge provides access to several parcels that would otherwise be isolated by the canal. The bridge was originally constructed by the Bureau as part of Ventura River Project. The bridge was partially rebuilt in 1990, and the damaged deck boards were replaced in 2011 and 2014. Several others show signs of termite/dry rot damages. This project will replace the bridge with steel or other materials. Attachment E includes record drawings for reference.

#### 8.2 Scope of Work

In accordance with the terms and conditions of the Contract, the Design-Build Contractor (DBC) shall perform the work of this Request for Proposal (RFP) for Casitas Municipal Water District as described below. All Engineering Services required in this RFP shall be performed by **licensed Engineer(s) registered in the State of California**. The DBC's Contractor's license requirement for this project is: **Class A-General. Scope of Work and Project Summary/Requirements**.

The project consists of the design and construction of replacement of De La Garrigue Bridge over the Robles-Casitas Canal.

Station	Design Loading (Lanes)	W (ft)	L (ft)
235+37	H20S16(2)	20	39.8

The project will include, but not be limited to, the following:

- Review site data
- Provide survey if needed
- Upon award, determine and provide design schedule of work
- Perform geotechnical analysis as needed
- Perform design services as described in 9.1
- Submit Design Construction Documents for review and approval, as required
- Provide schedule of construction work.
- Secure work area and provide for continued access to the facility
- Construct project
- Provide as-constructed drawings

### 8.3 Funding Limitations

The DBC is responsible for providing all design and construction services required for the final total lump-sum firm-fixed amount negotiated with the DBC. The total contract amount for all design and construction services is estimated to be between \$75,000 and \$110,000.

### 8.4 Schedule

The following schedule identifies the estimated design and construction phases for this project and estimated duration. The project shall be **completed by October 25, 2018**, or liquidated damages will apply as specified in Agreement Article V.

	Project Phase	Estimated Duration	Calendar Days
1.	Design Development Phase	100%	30
2.	Construction Phase	100%	60

### 8.5 Data and Materials to be provided by the District

The following data and materials are provided to the DBC and are included in Attachments A, D and E of this RFP:

- A. Location Map
- D. Pictures of the Existing Bridge
- E. As-built Drawings

## 9.0 PROJECT REQUIREMENTS

### 9.1 Definition of Design Services and Construction Services

Design services include all items necessary for construction and operation of the completed facility. Design services are anticipated to include, but are not limited to: surveying, bridge design, traffic plans,

bypass road design, geotechnical investigation and analysis, materials analysis, hydraulic and hydrology analysis, etc.

Construction services include temporary bypass road setup, the demolition and removal of the existing bridge/structures, and installation of new bridge and structure. The District will provide construction engineering inspection and management. The DBC will provide quality assurance and quality control, including site inspection and testing. Environmental services include obtaining all necessary environmental clearances, permits, and approvals required to accomplish the work. The DBC shall be responsible for compliance with the environmental commitments and permit conditions. The DBC shall assume all obligations and costs incurred by complying with the terms and conditions of the permits and certifications. The District will provide cultural resources monitoring service.

## 9.2 Progress Payments

**Design Phase** - Progress payments during the design phase of the work will be based on submission, review, and acceptance of design deliverables.

**Construction Phase** - Progress payments during construction will be based on the percentage of work completed on items listed on the approved schedule of values. Actual construction completed and in place will form the basis for payment. Verification of the % complete shall be initiated by the DBC under the direction of a representative of the District, unless the District Project Manager waives this requirement in a specific instance. The DBC shall make the computations for payment based on the District verification of work completed and in place for any periods for which progress payments are requested.

The DBC shall furnish the originals of all field notes and all other records relating to the basis for payment, to the District, who shall use them as necessary to determine the final amount of progress payments. The DBC shall retain copies of all such material furnished to the District Project Manager.

### Complete Stamped and Signed Construction Documents

<b>COMPLETE STAMPED AND SIGNED CONSTRUCTION DOCUMENTS</b>	<b>ELECTRONIC FORMAT</b>	<b>HARDCOPY FORMAT</b>
Design Build-Construction Drawings	AutoCAD 2018	Full-Size Paper (ANSI D)
Construction Specifications	PDF/Word	N/A

## 9.3 Project Meetings

The DBC manager and construction superintendent shall attend all meetings.

### 9.3.1 Design Meeting

After the award of the contract and acceptance of the Performance and Payment bonds, the District will arrange a design meeting with the DBC. The meeting agenda shall include the following as a minimum:

- District needs and design objectives
- Environmental and sustainability requirements

- Design schedule. **Note:** No portion of the work can begin construction until 100% Complete Design-Build Construction Documents are approved for that portion and any other portion of the work that may be affected by it
- Submittals during design
- Areas available for use by the DBC
- Access requirements of the District
- Payments to the DBC

A Conference Call will be held to review the District comments on the Draft design submittal.

### 9.3.2 Preconstruction Meeting

A pre-construction meeting will be held with the DBC at least one week prior to construction.

The following shall be submitted a minimum of one week prior to the Preconstruction Meeting.

- Roles and responsibilities
- Construction Schedule
- Safety/Staging area
- Public notification/neighbor/Temporary pass/Traffic Control
- Submittal Process
- Progress Payments
- A list of subcontractors for this project (must be same as in DBC proposal)

### 9.3.3 Progress Meetings

- Progress meetings will be held as needed.

## 9.4 Construction Requirements

### 9.4.1 Environmental and Sustainability Requirements

Specific sustainability requirements generated in design will dictate more stringent environmental requirements for this project. The following are general requirements:

The DBC shall designate an on-site party (or parties) responsible for instructing workers and overseeing the environmental and sustainability requirements of this project. Distribute copies of the environmental and sustainability requirements to the Job Site Foreman and each Subcontractor.

**Waste Management Plan:** Prior to the scheduled Preconstruction meeting, the DBC shall submit a draft Waste Management Plan to the District for review and approval. Develop and implement in accordance with ASTM E1609 and as required in the contract documents. The plan shall include (but not be limited to) the following:

- List of the recycling facilities, reuse facilities, municipal solid waste landfills, and other disposal area(s) to be used. Include name, location, and phone number.
- List of proposed materials to be reused or recycled.

- Storage and collection methods of waste and recyclables, handling procedures, and means of keeping recyclables free of contamination.

#### 9.4.2 Minimize Construction Impacts

- Protect against erosion and topsoil depletion.
- Air quality impacts are expected to be temporary and localized. To reduce tailpipe emissions, construction equipment shall not be left idling any longer than is necessary for safety and mechanical reasons; to reduce construction dust, water shall be applied to problem areas. Equipment shall be limited to the designated project area to minimize soil disturbance and dust generation.

#### 9.4.3 Schedule of Values

After award of contract and before the Design Meeting, submit a schedule of dollar values based on the Contract Price Schedule. Breakdown each lump-sum item into component parts of design deliverables or construction work for which progress payments may be requested. The total costs for the component parts of work shall equal the contract line item amount for that lump-sum item. The District Project Manager may request data to verify accuracy of dollar values. Include mobilization, general condition costs, overhead and profit in the total dollar value of unit price items and in the component parts of work for each lump-sum item.

The total cost of all items shall equal the contract sum. The Schedule of Values will form the basis for progress payments.

#### 9.4.4 Construction

##### **Staging Areas**

Construction sites will be limited to the smallest feasible area. Ground disturbance and site management will be carefully controlled to prevent undue damage to vegetation, soils, and archeological resources and to minimize air, water, soil, and noise pollution.

Staging is limited in or near the construction area. All staging areas shall be returned to pre-construction conditions once construction is complete. DBC and the District Project manager shall visit the site prior to construction and take photos to document pre-construction condition.

If used, all temporary water, sewer, sanitary facilities and electric utilities, shall be completely removed upon project completion. Remove temporary utility connections.

##### **Submittal Review**

Any work done or orders for materials or services placed before approval shall be at the DBC's own risk.

After reviewing submittals, the District will return one copy of marked up submittal sheets to the DBC. All submitted items will be retained. The DBC is responsible for producing additional copies for his/her own use.

The returned submittal will be marked in one of three ways as defined below:

**APPROVED:** Acceptable with no corrections.

**APPROVED WITH NOTATIONS:** Minor corrections or clarifications are required. All comments are clear and no further review is required. The DBC shall address all review comments when proceeding with the work.

**DISAPPROVED - RESUBMIT:** Rejected as not in accordance with the contract or as requiring major corrections or clarifications. The District Project Manager will identify the reasons for disapproval. The DBC shall revise and resubmit with changes clearly identified.

**Quality Control Staff:** The DBC designated foreman shall be on the project site whenever contract work is in progress.

**Enforcement:** The DBC shall stop work on any item or feature pending satisfactory correction of any deficiency noted by the District inspector or the District Project Manager.

**Working Hour Restrictions:** All work and deliveries shall be limited to the weekday hours of 8:00 am to 4:30 pm unless otherwise approved by the District. No work shall occur on the District holidays or weekends without prior approval.

**Fire Protection Equipment:** Observe and enforce standards of fire prevention. No open fires shall be allowed.

**Vehicles and Equipment:** Provide one fire extinguisher on each vehicle or piece of equipment. A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.

**Hazard Control:** Take all necessary precautions to prevent fire during construction. Do not store flammable or combustible liquids in existing structures. Provide adequate ventilation during use of volatile or noxious substances.

**Welding:** Cutting by torch or welding shall be performed only when adequate fire protection is provided.

**Electricity and Lighting:** Make arrangements with utility company for metered connection to existing utility and pay all costs.

**Water:** Coordinate with the District for temporary use. The DBC will not be charged for reasonable use of water.

**Sanitary Facilities:** Provide and maintain temporary toilet facilities in accordance with State Health Department. Provide separate handicap accessible facilities for men and women with privacy locks. Enclosures shall be weatherproof, sight proof and of sturdy construction. Completely remove sanitary facilities on completion of work.

**Access:** Coordinate construction efforts with the District Project Manager such that there is minimal impact to the Robles Canal and District operations.

The DBC shall make an investigation of the condition of the available public or private roads or other access, and of clearances, restrictions, bridge load limits, bond requirements and other limitations that affect or may affect transportation and ingress and egress at the job site. The unavailability of

transportation facilities or limitation thereon shall not become a basis for claims for damages or extension of time for completion of work. It shall be the DBC's responsibility to construct and maintain, at DBC's own expense and at DBC's own risk, any haul roads, access roads, bridges, or drainage structures required by construction operations.

The use of existing roads shall be at the DBC's own expense and risk. It shall be the DBC's responsibility to anticipate and meet all conditions properly imposed upon the use of existing roads by those having jurisdiction there over, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by contract-generated traffic. It shall be the DBC's responsibility to satisfy all lawful demands for repair of damage to existing roads caused by contract-generated traffic and barricade public access to project sites.

De La Garrigue Road is a private road shared by several homeowners and ranchers. De La Garrigue Road is the only entrance and exit to these properties. Contractor shall install District- approved temporary bypass road and signs notifying residents of the bypass. One sign shall be posted in each travel direction and shall include as a minimum, "Bridge Repair, use temporary bypass road, expect delays, from "Date" to "Date"." DBC shall also provide traffic control in accordance with the California Manual of Temporary Traffic Controls for construction and Maintenance Work Zones.

The DBC shall provide worker training and follow-up reminders about traffic safety issues and restrictions to all employees and representatives from firms that will be traveling to the work site. DBC shall promptly take corrective action, including forbidding the offending party from the work site, against parties found to be speeding on Canal Road.

The cost of all work described in this section shall be included in the prices in this proposal in the item: Temporary Bypass Road.

During construction of the scheduled facilities, the DBC shall have continuous access to the site.

**Hauling Restrictions:** Comply with all legal and local load restrictions in the hauling of materials. The hauling of sand, gravel, earth materials or other intra-job hauling over public highways, roads or bridges shall be in compliance with the applicable local regulations and shall be such as to minimize interference with or congestion of local traffic.

**Accident Prevention Program:** Prior to the Preconstruction Meeting, the DBC shall submit an accident prevention program. The program shall include the following:

- First aid facilities.
- Personnel protective equipment.
- Emergency instructions, including telephone numbers and reporting instruction for ambulance, physician, hospital and fire department. Place in conspicuous locations at the worksite.

**Temporary Controls:** House keeping: Keep project site neat, orderly, and in a safe condition at all times.

**Field Engineering:** The DBC shall set initial construction stakes establishing lines, slopes, grades, reference points, base lines and bench marks as required. The DBC shall execute the work in accordance with these stakes, and perform all additional staking necessary to execute the work.

All existing survey control utilized for this project shall be preserved. Controls destroyed by the DBC shall be replaced by the DBC at their expense.

**Project Record Drawings:** Maintain one complete full-size set of contract drawings and one full-size set of vendor-supplied drawings. Clearly mark changes, deletions, and additions to show actual constructed conditions. Keep record drawings current. Certification of accuracy and completeness will be required for monthly payment requisitions. On completion of the total project, submit complete record drawings. The record drawings shall be signed by a Licensed Professional Engineer.

Provide record drawings in the following formats:

- 4 half-size paper copies
- 2 CD-ROMS, each with drawing files in both PDF and AutoCAD formats

**Cleaning:** Before scheduling the final inspection, remove all tools, equipment, surplus materials, and rubbish. Restore or refinish surfaces that are damaged due to work of this contract to original condition. Remove grease, dirt, stains, foreign materials, and labels from finished surfaces. Pick up and remove all construction debris from the site. At time of final inspection, project shall be thoroughly clean and ready for use.

**Substantial Completion and Final Inspection:**

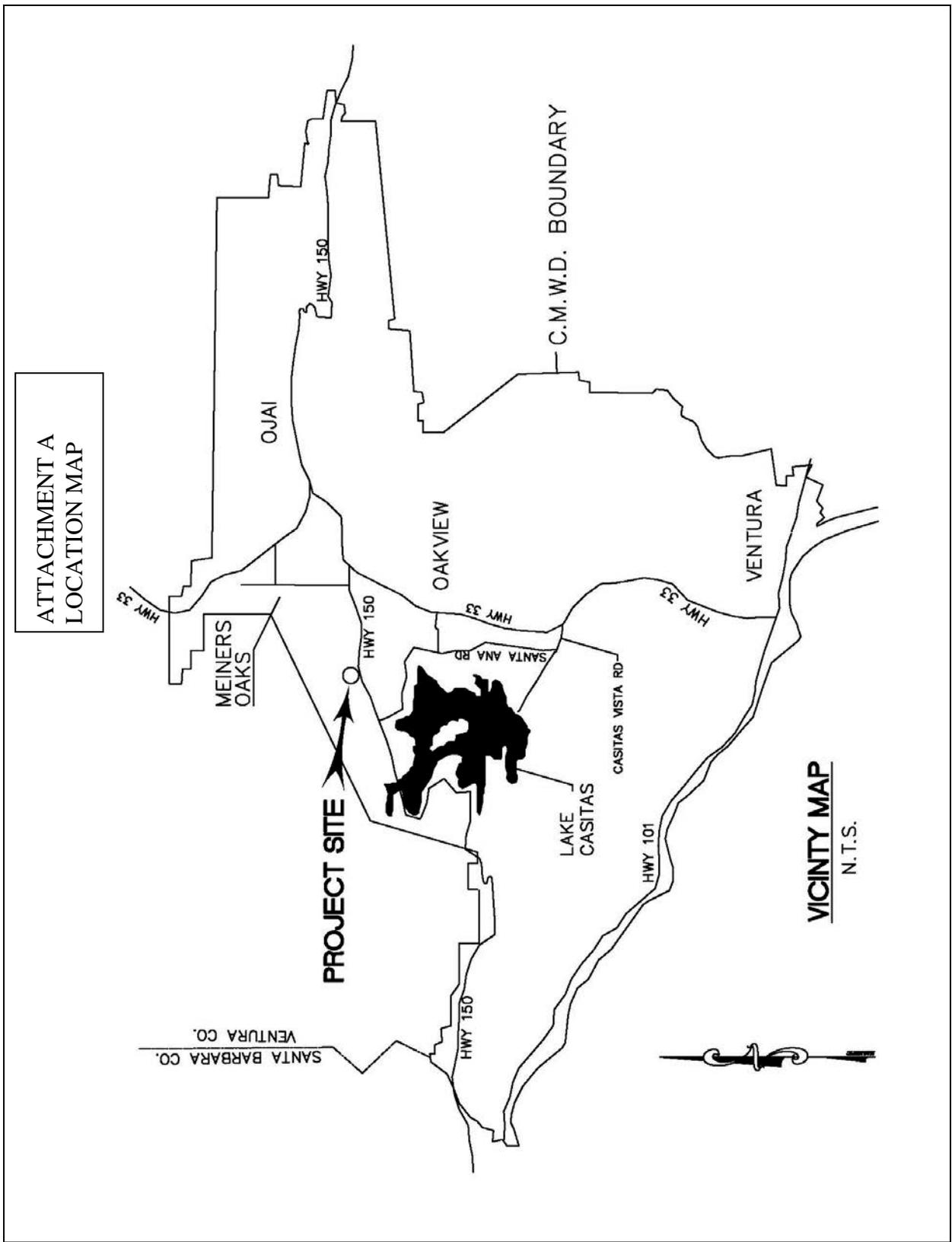
Submit written certification that project, or designated portion of project, is substantially complete, and request in writing a final inspection. Upon receipt of written request that project is substantially complete, the District Project Manager will proceed with inspection within 5 days of receipt of request or will advise the DBC of items that prevent the project from being designated as substantially complete.

When work is determined to be substantially complete, the District Project Manager will prepare a list of deficiencies ("Punch List") to be corrected before final acceptance. The District Project Manager will issue a Letter of Substantial Completion. If work is not determined to be substantially complete, the District Project Manager will notify the DBC in writing. After completing work, the DBC shall resubmit certification and request a new final inspection.

If, following final inspection, the work is determined to be substantially complete, the District Project Manager will prepare a list of deficiencies to be corrected before final acceptance. DBC shall complete the work described on the list of deficiencies within 7 calendar days. If the DBC fails to complete the work within this time frame, the District Project Manager may either replace or correct the work with an appropriate reduction in the contract price or charge for re-inspection costs in accordance with the Inspection of Construction clause of the contract.

**Acceptance of the work:** After all deficiencies have been corrected, the District Project Manager will issue a Notice of Completion.

# **ATTACHMENT A**



# **ATTACHMENT B**

**Attachment B  
PROPOSAL FORM**

**PROJECT: DESIGN BUILD SERVICES FOR ROBLES-CASITAS CANAL DE LA GARRIGUE  
BRIDGE REPLACEMENT PROJECT**

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

Design Build Contractor: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Estimated duration of the design and construction: \_\_\_\_\_ Calendar Days

ITEM	UNIT	SUBTOTAL
Design Services	Lump Sum	\$
Temporary Bypass Road	Lump Sum	\$
Replacement of De La Garrigue Timber Bridge with Metal Bridge	Lump Sum	\$
Record Drawings	Lump Sum	\$
	<b>TOTAL</b>	<b>\$</b>

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

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

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

Contractor License No: \_\_\_\_\_

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

Responsible Engineer: \_\_\_\_\_

License No.: \_\_\_\_\_

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

**DBC'S PLAN FOR CONSTRUCTION**

1. The location for the proposed work was examined on \_\_\_\_\_(date) by  
\_\_\_\_\_ on behalf of the bidder.  
(name and title)

2. Explain briefly your plan (including bypass road) and tentative schedule for performing the proposed work

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3. Qualifying Projects – List minimum of two Reference Projects to meet the requirements  
The firm has experience with projects similar to that proposed by the District. Provide a list of references with names and phone numbers of its clients for each similar project the firm has performed over the past five (5) years. The proposal shall also contain the experience of the key staff assigned to the project.

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**DBC'S STATEMENT OF SUBCONTRACTORS**

The DBC is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half (2) of one percent (1%) of the total bid price and the portion of the work which each subcontractor will do.

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each and a statement of the work or proposal item which will be done by each subcontractor.

Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )
Subcontractor		Portion of Work
Location and Place of Business		
License No.	Expiration Date: / /	Phone ( )

# **ATTACHMENT C**

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between the Casitas Municipal Water District, hereinafter designated as the District, and \_\_\_\_\_ hereinafter designated as the Design Build Contractor (DBC).

WITNESSETH: That the parties hereto do mutually agree as follows with respect to the project known as **Robles-Casitas Canal De La Garrigue Bridge Replacement Project**.

ARTICLE I. For and in consideration of the payment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in conformance with the proposal hereinafter mentioned, the DBC agrees with the District to construct the aforementioned project and to perform and complete in a good and workmanlike manner all the work pertaining thereto described in the Proposal therefor, to furnish at its own cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials as in the said proposal are stipulated to be furnished by the District, and to do everything required by this Agreement and the said scope in the Proposal.

ARTICLE II. For the same consideration set forth in Article I above, Contractor agrees to furnish all said materials and labor, furnishing and removing all plants, temporary work or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement, also to be responsible at its own expense for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District, and for all risks of every description connected with the works, and also for all expenses incurred by or in consequence of the suspension or discontinuance of works, except such as in the said Specifications are expressly stipulated to be borne by the District, and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said proposal and in accordance with the requirements of the Engineer under them, the District will pay and the Contractor shall receive in full compensation thereof the prices for the several items named in the Proposal Form.

ARTICLE III. The District hereby promises and agrees with the said DBC to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the proposal; and the said parties for themselves, their heirs, executors, administrators, successors and assignees do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. Request for Proposal with attachments, the Proposal, and all addenda issued by the District with respect to the foregoing prior to the opening of proposals, are hereby incorporated in and made part of this Agreement.

ARTICLE V. Failure of the DBC to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted by change order), the Contractor shall pay the District, or have withheld from monies due it, the sum of \$1,000, except as otherwise specified in the Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this contract to be executed the day and year first above written.

CASITAS MUNICIPAL WATER DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Attorney

Dated: \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Dated: \_\_\_\_\_

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS,

That we \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as Contractor, as principal, and \_\_\_\_\_

\_\_\_\_\_, as surety,

are held and firmly bound unto the Casitas Municipal Water District, OAK VIEW, California, in

the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

whereas, said Design-Build Contractor has been awarded and is about to enter into a contract with the Casitas Municipal Water District, for construction of the project known as **Robles-Casitas Canal De La Garrigue Bridge Replacement Project**, and is required by said District to give this bond in connection with the execution of the contract.

NOW, THEREFORE, if the said Design-Build Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release the Design-Build Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Design-Build Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we \_\_\_\_\_  
as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the Casitas Municipal Water District, Oak View, California, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

**WHEREAS, SAID PRINCIPAL HAS BEEN AWARDED AND IS ABOUT TO ENTER INTO A CONTRACT WITH THE CASITAS MUNICIPAL WATER DISTRICT, FOR CONSTRUCTION OF THE PROJECT KNOWN AS ROBLES-CASITAS CANAL DE LA GARRIGUE BRIDGE REPLACEMENT PROJECT AND IS REQUIRED BY SAID DISTRICT TO GIVE THIS BOND IN CONNECTION WITH THE EXECUTION OF THE CONTRACT.**

NOW, THEREFORE, if said principal as Design Build Contractor in said contract, or subcontractors, fails to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall insure to the benefit of any and all persons entitled to file claims under Section 11929 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Design-Build Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Approved as to form and execution:

\_\_\_\_\_  
Attorney

CASITAS MUNICIPAL WATER DISTRICT

SUMMARY OF INSURANCE, BOND & PAYMENT REQUIREMENTS  
FOR VARIOUS CONSTRUCTION CONTRACTS

	<b>Informal Under \$35,000</b>	<b>Formal \$35,000 &amp; Over</b>
<u>Certificates of Insurance</u> (CG 2010 Endorsement required)	Yes	Yes
1. Workmen's Compensation	Yes	Yes
2. Commercial, General & Auto Liability	\$1,000,000	\$1,000,000
a. For one person per accident	\$1,000,000	\$1,000,000
b. More than one person per accident	\$1,000,000	\$1,000,000
3. Property damage per accident	Yes	Yes
4. Thirty days written notice prior to cancellation		
<u>Bonds</u>		
Payment Bonds (Material and Labor)* (Projects bid by CMWD only)	None	100%
Performance Bonds* (Projects bid by CMWD only)	None	100%
Maintenance and Guarantee Provisions	Yes	Yes
<u>Contracts</u>		
Period for Final payment upon acceptance	15 Days	35 Days
Amount of Retention	-0-	15%
Progress Payment (if required, retain 5%)**	None	If Required
Final Cost Statement	None	Yes
Notice of Completion	None	Yes
Labor and Material Releases	Yes	Yes

\* At the option of the District and depending upon the type of construction activity, payment bonds and/or performance bonds may be placed as a requirement on the job.

\*\* If progress payments are required for a Purchase Order Contract, provisions therefor must be added.

**NOTE:** The above listed are the minimum requirements for all construction contracts. Provisions are included within the Terms and Conditions for Purchase Order Contracts which will be issued for all jobs under \$35,000. Provisions should be included within the Specifications for all contracts \$35,000 and over. **The United States (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees or authorized volunteers,** shall be named as additional insured as respects to all coverages listed above when the named insured is Lessee or Licensee of the Casitas Municipal Water District or when work is performed by the named insured for the Casitas Municipal Water District, and in both instances this coverage shall be primary. Casitas, in addition to Certificates of Insurance, shall be provided with the ISO CG 2510 Endorsement or insurer's equivalent.

In accordance with the provisions of Section 1770 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all laborers and mechanics employed by him in the execution of the contract. The wage scale is on the internet at [www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html).

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>			Date (mm/dd/yy)
Producer  NAME OF INSURANCE BROKER ADDRESS TELEPHONE #		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.  <b>INSURERS AFFORDING COVERAGE</b> INSURER A National Union Fire Insurance Company of Pittsburgh, PA INSURER B SeaBright Insurance Company  INSURER C INSURER D INSURER E			
Insured  NAME OF INSURED ADDRESS TELEPHONE #					
<b>COVERAGES</b>					
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.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$
A	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				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				STATUTORY LIMIT OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  Additional Insureds: Insurance coverage is primary as respects the United States of America (USBR), Casitas Municipal Water District, its directors, officers, employees, agents and volunteers.					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
Casitas Municipal Water District  The United States of America (USBR) C/o Lake Casitas Recreation Area 11311 Santa Ana road Ventura, CA 93001			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium  AUTHORIZED REPRESENTATIVE		
ACORD 25-S (7/97)			© ACORD CORPORATION 1988		



**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

## **DBC'S QUESTIONNAIRE**

### **INSTRUCTIONS**

Pending award of a contract to the lowest responsive DBC, Casitas may require DBC to submit a statement of their current financial condition, technical ability and experience.

Each DBC shall be required to complete the attached DBC's Questionnaire. Each subcontractor for a DBC whose work has a monetary value of 15 percent or more of the total price bid shall also be required to complete the DBC's Questionnaire and submit said DBC's Questionnaire(s) with the proposal package.

**PART I - DBC'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE**

A. History of DBC

1. Total years organization doing business. \_\_\_\_\_.

2. Has your organization done business under another name? Yes \_\_\_\_\_ No \_\_\_\_\_.

If yes, state name and address of organization(s) and/or names and addresses of owners or principals.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. List all principals, owners, partners and stockholders owning more than 10 percent of a corporation.

Name

Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. State the name of your organization's Responsible Managing Employee or Officer.

Name	State Contractor's License No.	Classification

DBC's Questionnaire (Continued)

B. Experience

List all of the jobs in which your organization has been involved during the last five years where the predominant type of construction is similar to this job.

1. Project Completion Date<sup>(1)</sup> \_\_\_\_\_  
Value of Contract<sup>(2)</sup> \_\_\_\_\_  
General Description of Work<sup>(3)</sup> \_\_\_\_\_  
Name and Address of Owner \_\_\_\_\_

Party to Contact \_\_\_\_\_  
Phone Number \_\_\_\_\_  
State whether organization was prime, joint venture, sub or other:

2. Project Completion Date \_\_\_\_\_  
Value of Contract \_\_\_\_\_  
General Description of Work \_\_\_\_\_  
Name and Address of Owner \_\_\_\_\_

Party to Contact \_\_\_\_\_  
Phone Number \_\_\_\_\_  
State whether organization was prime, joint venture, sub or other:

---

**PART II - DBC'S STATE LICENSE**

1. List all DBC's State Licenses issued to your organization or to any of your principals.

Name of License Holder	Position in Organization	License No.	Classification	Date of Expiration

2. Has your organization or any of the license holders in your organization been refused the issuance of a State Contractor's License or been disciplined by the State Contractor's Board? Yes ( ) No ( )

If yes, please explain.

\_\_\_\_\_

\_\_\_\_\_

**PART III – FINANCIAL CONDITION (This portion only needs to be completed if requested by the District after receipt of the proposals)**

1. Submit your firm’s most recent audited financial statement or financial data or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition.

2. Submit your firm’s most recent balance sheet and profit and loss statement.

I certify under penalty of perjury that the foregoing is true and correct.

Name of Organization: \_\_\_\_\_

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

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

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

**NONCOLLUSION DECLARATION  
(MUST BE SUBMITTED WITH BID)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Company)

the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The DBC has not directly or indirectly induced or solicited any other DBC to put in a false or sham bid. The DBC has not directly or indirectly colluded, conspired, connived, or agreed with any DBC or anyone else to put in a sham bid, or to refrain from bidding. The DBC has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the DBC or any other DBC, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other DBC. All statements contained in the proposal are true. The DBC has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a DBC that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,  
(Date)

at \_\_\_\_\_,  
(City) (State)

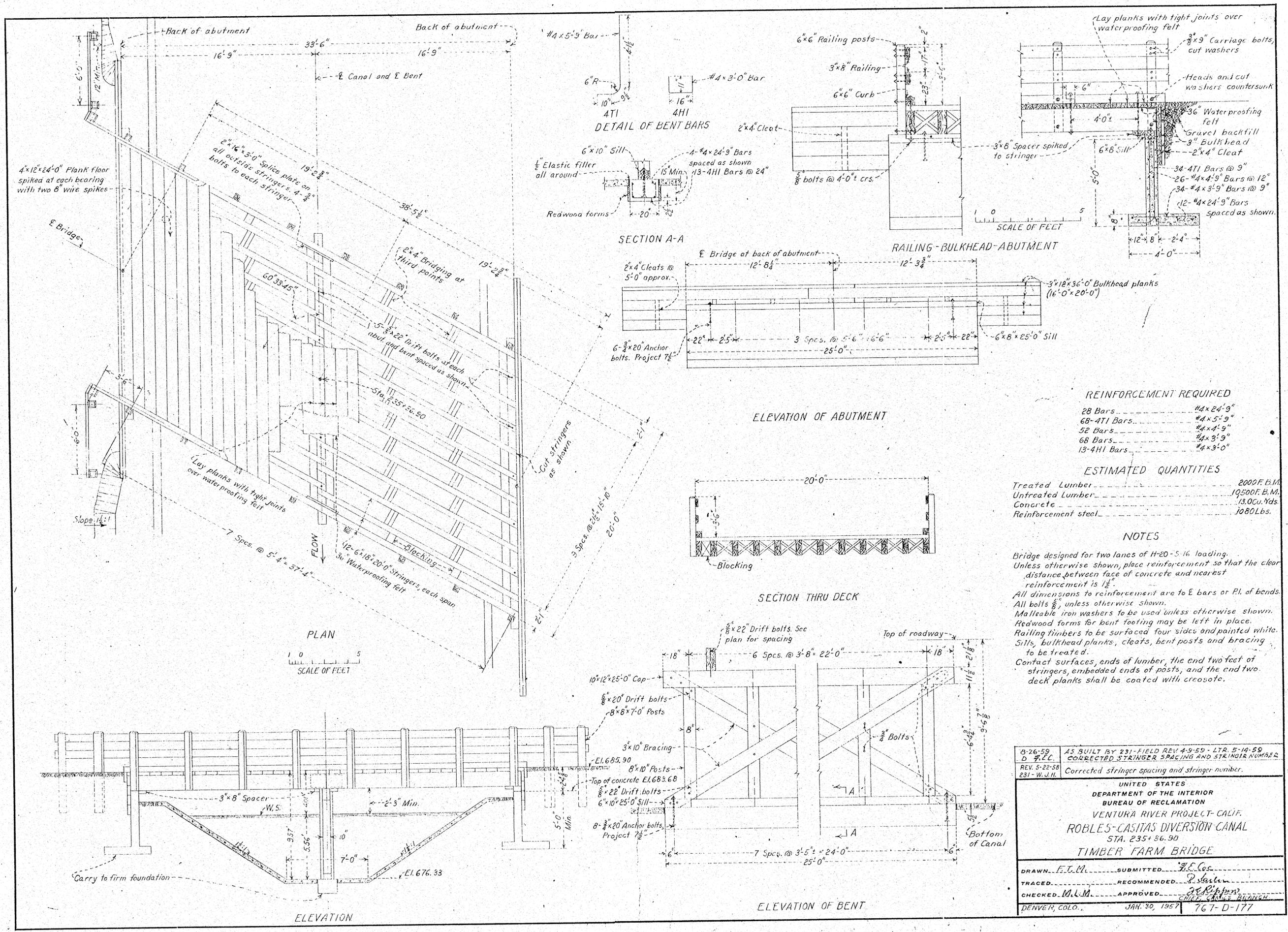
\_\_\_\_\_

**ATTACHMENT D**  
**PICTURES OF EXSITING BRIDGE**

**Attachment D**  
Pictures of De La Garrigue Bridge



**ATTACHMENT E**  
**AS-BUILT DRAWINGS**



AS BUILT BY 231-FIELD REV 4-9-59 - LTR 5-14-59  
CORRECTED STRINGER SPACING AND STRINGER NUMBER

REV. 5-22-58  
231-W.J.H. Corrected stringer spacing and stringer number.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
VENTURA RIVER PROJECT-CALIF.  
ROBLES-CASITAS DIVERSION CANAL  
STA. 235+36.90  
TIMBER FARM BRIDGE

DRAWN: E.L.M. SUBMITTED: F.E.Cos.  
TRACED: RECOMMENDED: P. Searles  
CHECKED: M.L.M. APPROVED: J.C. Rippon  
DENVER, COLO., JAN. 30, 1957 767-D-177

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## 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 28% 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.

## 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” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business 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” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### 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, 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 chart below 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 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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](http://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](http://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 [www.irs.gov](http://www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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

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

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

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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

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

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

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

**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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal 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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.