



THE TOWN OF SMITHFIELD, VIRGINIA

WINDSOR CASTLE OUTBUILDINGS STABILIZATION

May 14, 2015

IFB NO. 03-2015



BID DOCUMENT

WINDSOR CASTLE OUTBUILDINGS STABILIZATION

JERICHO STREET, SMITHFIELD, VIRGINIA

IFB NO. 03-2015

Owner: Town of Smithfield, Virginia
Mr. Peter M. Stephenson - Town Manager
Town of Smithfield Administrative Office
911 South Church St. P.O. Box 246, Smithfield, VA 23431
Telephone: 757.365.9505

Construction
Manager: Brian Camden
Alpha Corporation
295 Bendix Road, Suite 340
Virginia Beach, VA 23452
Telephone: (757) 533-9368 Ext 2411
E-mail: brian.camden@alphacorporation.com

Architect: Frazier Associates
213 North Augusta Street
Staunton, VA 24401
Telephone: (540) 886-6230
E-mail:

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INVITATION FOR BID
TOWN OF SMITHFIELD, VIRGINIA

WINDSOR CASTLE OUTBUILDINGS STABILIZATION

TOWN OF SMITHFIELD, VIRGINIA IFB No. 03-2015

Town of Smithfield, Virginia, **shall accept sealed bids until 10:00 a.m. local time, Wednesday, June 10th 2015** for the Outbuildings Stabilization, Windsor Castle, located at 301 Jericho Road, Smithfield Va.

Bids shall be publicly opened and read aloud at the specified opening time in the Town Manager's Office located at the Town of Smithfield Administrative Office, 911 South Church St. P.O. Box 246, Smithfield, VA 23431.

A non-mandatory pre-bid meeting will be held at the project site at 10:00am on Thursday, May 28th 2015. All bidders are encouraged to attend.

Inquiries of a technical nature concerning this Invitation for Bid shall be addressed to the Construction Manager, Mr. Brian Camden, Alpha Corporation, at (757) 419-2306, or by email to brian.camden@alphacorporation.com.

Copies of Bidding Documents are available electronically at the Smithfield Town web site: www.smithfieldva.gov or by contacting the Construction Manager.

The Town of Smithfield shall not be responsible for any cost incurred by the Bidder in responding to this Invitation for Bid or any costs associated with the bid award. All bids shall become the property of the Town of Smithfield, Virginia.

Public notice to award contract will be posted on the town website www.smithfieldva.gov and posted at Town Hall located at 310 Institute Street, Smithfield, Virginia

INSTRUCTIONS TO BIDDERS

**TOWN OF SMITHFIELD, VIRGINIA
WINDSOR CASTLE OUTBUILDINGS STABILIZATION
Windsor Castle, Smithfield, VIRGINIA**

TOWN OF SMITHFIELD IFB NO. 03-2015

INTENT: It is the intent of this specification to secure construction of the project entitled WINDSOR CASTLE OUTBUILDINGS STABILIZATION, based on the Drawings prepared by Frazier Associates dated January 23, 2015 entitled "WINDSOR CASTLE-OUTBUILDINGS" Sheets TS-1, TS-2 and TS-3 which are attached to this document, along with the other related Bid Documents. The extent of project construction will be subject to the availability of funds. The Town reserves the right to negotiate accordingly should the lowest responsive and responsible bid exceed budget limitations.

SUMMARY OF WORK: The work includes all material, equipment, labor, permits, insurance and temporary facilities for the stabilization and shoring of six (6) wooden historic outbuildings located on the grounds of Windsor Castle. These buildings include the 20th Century Crib, 18th Century Barn, East Peanut Barn, West Peanut Barn, Stables and Log Crib. Windsor Castle and the adjacent park will be open to the public during the execution of this project and the Contractor is required to erect and maintain adequate fencing, barriers, signs and other safety devices to protect the public during the construction period. Temporary water and electricity will be available on site and the Contractor is responsible for their safe and proper usage and connections. No work shall be performed on weekends, holidays or during special events.

CONSTRUCTION STANDARDS: The Contractor will be responsible for complying with all applicable building codes and standards and all construction materials and procedures shall comply with all generally accepted industry standards. Construction standards shall include, but are not limited to the latest edition and all revisions thereto, of the Basic Building Code - Building Officials and Code Administration; the Virginia Uniform Statewide Building Code, Isle of Wight County Building Code and Town of Smithfield Building Codes. Where conflicts occur with the Standards and the Specifications set forth herein, the Standards shall govern; where there is conflict with the Standards, the more restrictive shall apply; waiver of any requirements set forth by the Standards is at the discretion of the Town.

TOWN: The word "Town" is used to designate Town of Smithfield, Virginia acting through the properly authorized representative; "Town" shall be synonymous with "**Owner.**"

BID ACCEPTANCE: Pursuant to the Invitation to Bid, sealed bids for performing the Work shall be accepted by the Town Manager until 10:00 a.m. local time, of the specified acceptance date. The official time for the bid acceptance deadline shall be as provided via local Verizon time as monitored by the Town. Bidders are required to carefully examine the site and conditions surrounding the buildings, review and be thoroughly knowledgeable of the Plans and Bid Documents and fully inform themselves to all conditions and matters that could have an effect on the cost. Should a Bidder find discrepancies in, or omissions from the Plans, or Invitation for Bid, or should be in doubt as to their meaning, he shall notify Alpha Corporation.

By submitting their bid, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater was exchanged.

Town of Smithfield, Virginia reserves the right to reject any and all bids, to waive any informalities/technicalities in bids received, to negotiate should the lowest responsive and responsible bid exceed budget limitations, and to accept the bid(s) which may best serve the interest of the Town.

BID DOCUMENTS: Bid Documents shall include: Invitation to Bid, Instruction to Bidders, Bid Form, Hold Harmless Agreement, Certificate of Insurance, Agreement/Contract Form, Project Manual, AIA General Conditions, **Plans entitled “Windsor Castle – Outbuildings”** from Frazier Associates dated 1-23-15 and other items as may be identified by Addenda.

Requests for information regarding technical matters on this project shall be directed in writing to the Construction Manager, Brian Camden, Alpha Corporation, at (757) 533-9368, or by email to brian.camden@alphacorporation.com.

STANDARD FORM REQUIREMENTS: All Bids must be submitted on the Bid Form as furnished with the written bid/contract documents or a photo-copy thereof. The Bid Form must be completed in ink or by typewriter; all blank spaces relating to price, quality, quantity, or delivery/completion must be filled in. The Bid Form must be signed in longhand by an authorized representative of the firm and fully executed as specified herein. Modifications to the Bid will not be accepted by telephone, telegraph, facsimile, or any means other than on notations on the Bid Form, or a properly executed supplement thereto, which is delivered in a sealed envelope prior to the specified acceptance time.

BID PRICING: Bids will be canvassed exactly in accordance with the Invitation for Bid, the Project Manual and Drawings. All bids are subject to review and checking for accuracy by the Town.

The lump sum price shall include all costs required for the specified work to be completed in accordance with the drawings and specifications, including all materials, labor, equipment, tools, supervision, permits, fees, and related items, overhead and profit. If the Bid exceeds Fifty Thousand Dollars (\$50,000.00) then a Bid Bond will be required to be submitted with the Bid. All construction work is to be 100% completed within **Forty Five (45)** calendar days of Notice to Proceed.

SUBSTITUTION OF MATERIALS AND EQUIPMENT: Except to the extent superseded by Federal Regulations, the offering of substitute materials and equipment will be governed by Section 2.2-4315 of the Code of Virginia (1950, as amended). Prior to the "effective date of the Contract", Bidders are restricted to the specific brand, make or manufacturer named.

MINORITY BUSINESS ENTERPRISES: In accordance with Sec. 2.2-4311 of the Code of Virginia, (1950, as amended), employment discrimination by the Contractor is prohibited. Further, all individuals or firms contracting with Town of Smithfield are encouraged to use minority business enterprises as subcontractors and suppliers to the fullest extent possible in providing services or products to the Town.

AUTHORIZED WORKERS: Contractor shall employ only American Citizens and persons who are authorized to work in the United States in accordance with the Immigration Reform and Control Act of 1986.

BUSINESS LICENSE AND TAX: The Contractor and all Subcontractors shall register with the Town of Smithfield Treasurer's Office and shall be responsible for payment of all applicable license and taxes.

BIDDER QUALIFICATION: Bidders must be responsible parties, regularly and practically engaged in the installation of this class of work and in possession of a Class A contractor's license as issued by the state Board of Contractors and known to possess ample facilities for doing this work.

SITE INSPECTION AND CORRELATION OF BID DOCUMENTS: A non-mandatory Pre-Bid conference and site visit is scheduled to at the site on the date noted in the advertisement of bids. All Bidders are encouraged to attend. Not later than seven (7) days prior to the date set for acceptance of Bids, and prior to submitting a Bid, each Bidder must examine the Bid Documents thoroughly; visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; familiarize himself with Federal, State and local laws, ordinance, rules and regulations that may in any manner affect the cost progress or performance of the Work; and study and carefully correlate Bidder's observation with the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

DISCREPANCIES AND OMISSIONS: Should a Bidder find discrepancies in or omissions from the Bid Documents, or should he be in doubt as to their meaning, he shall make request to Alpha Corporation listed above for interpretation or correction of any ambiguity, inconsistency, or error.

INTERPRETATIONS: Replies shall be issued by Addenda mailed or delivered to all parties recorded by Town of Smithfield as having received the Bid Documents. Questions received by Alpha Corporation less than seven (7) days prior to the date for acceptance of bids will not be answered.

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

DELIVERY OF BID: Each Bid must be submitted in a sealed opaque envelope, plainly marked with: the Bidder's name, address, evidence of proper licensure as Class A General Contractor; project name, and acceptance date. Bids shall be delivered to the Town Manager's Office located at the Town of Smithfield Administrative Office, 911 South Church St. P.O. Box 246, Smithfield, VA 23431.

PUBLIC OPENING: Pursuant to the Invitation to Bid, Bids shall be publicly opened and read aloud at 10:00 a.m. on the specified acceptance date in the Town Manager's Office located at the Town of Smithfield Administrative Office, 911 South Church St. P.O. Box 246, Smithfield, VA 23431.

WITHDRAWAL OF BID DUE TO ERROR: No Bids may be withdrawn for a period of sixty (60) days from the date of Bid Opening unless in accordance with Section 2.2-4330 of the Code of Virginia (1950, as

amended), which allows a Bidder to withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake.

REJECTION OF BID: The Town reserves the right to waive any informality in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any Bid which is incomplete, obscure, or irregular may be rejected; any Bid having interlineations, erasures, or corrections may be rejected.

No more than one bid from any individual, firm, partnership, or corporation, under the same or different names, shall be submitted. Reasonable grounds for believing that any Bidder is interested in more than one Bid on the same project will cause the rejection of all Bids in which the Bidder is interested.

DISQUALIFICATION OF BIDDER: The Town may, at its sole option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

Evidence of collusion among bidders.

Receipt of more than one bid on any project from an individual or from a corporation. This restriction does not apply to subcontractors.

Documented unacceptable or poor performance in the execution of work under previous contracts with the Town.

Default on any previous contract.

For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.

Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

ACCEPTANCE OF BID: In evaluating the Bids, the Town shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and the bid price. If the Contract is to be awarded, it will be awarded to the lowest responsive and responsible bidder, as determined by the Town.

If the Contract is to be awarded, the Town will give the Successful Bidder a Notice of Award within Thirty (30) days after the day of the Bid Opening.

EXECUTION OF CONTRACT: Within ten (10) days of Intent to Award, the Successful Bidder shall sign and deliver two (2) complete sets of Contract Documents to the Town, including but not limited to: the Agreement (Contract), Hold Harmless Agreement, and all necessary Certificates and Endorsements of Insurance.

The Town shall return one set of Contract Documents, with authorizing signature of the Mayor of the Town Council or Town Manager; no other act shall constitute the execution of the contract by the Owner.

PROGRESS SCHEDULE: The Contractor shall prepare a schedule and schedule shall show the sequence of operation of the phases of the work and shall include details of placing of orders, expected delivery, start of work for the phases and other such items and how the Contractor proposes to execute this work to complete the project by the date set for completion. Upon approval, this schedule shall not be altered without the consent of the Town.

CHANGE ORDER: It is the intent of the project that the lump sum shall provide for a total and complete project. Any requests for change orders are subject to approval by the Construction Manager and Architect.

NOTICE TO PROCEED: After full execution of the contract and prior to the Pre-Construction Conference, the Town will issue a written Notice to Proceed. Any work performed prior to the issuance of the Notice to Proceed shall be at the sole risk of the Contractor.

COMPLETION TIME: All work contained in this project shall be completed within **Forty Five (45) calendar days** of the Notice to Proceed.

BID FORM
(REQUIRED TO BE SUBMITTED WITH BID)

TO: Mr. Peter M. Stephenson
Town of Smithfield Manager
Town of Smithfield, Virginia
P.O. Box 246
Smithfield, VA 23431

RE: **WINDSOR CASTLE OUTBUILDINGS STABILIZATION**
SMITHFIELD, VIRGINIA

TOWN OF SMITHFIELD IFB NO. 03-2015

The undersigned Bidder, _____, offers and agrees, if this Bid is accepted, to enter into an Agreement with the Town to complete all Work as specified or indicated in the Bid Documents within 45 days from Notice to Proceed for:

TOTAL BASE BID _____ **\$**

Bidder agrees to begin the Work within ten (10) days of Notice to Proceed and that Final Completion shall be achieved within Forty Five (45) calendar days of Notice to Proceed. In submitting this Bid, Bidder represents, as more fully set forth in the Bid Documents, that:

Bidder has examined copies of all the Bid Documents including the following Addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____

Bidder has made such independent investigations as Bidder deems necessary to fully inform himself as to the conditions affecting cost and progress of performance of the Work.

Bid shall remain valid for a minimum period of thirty (30) days after the day of Bid Opening; Bidder agrees to disposition of Bid Security as specified in the Instruction to Bidders.

The method of payment for this project is payment of invoice upon presentation following approval by the Town, with terms of Net 30.

Bidder accepts all Terms and Conditions of the Contract Documents.

I certify by my signature below that I have received the documents associated with this Bid and understand that the review for completeness of these documents and the understanding and comprehension of the specifications is solely my responsibility; by my signature below, I certify that all documents were found to be complete and understandable.

My signature below certifies that this Bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Section 18.2-498.1 et. seq. of the Code of Virginia (1950, as amended). Furthermore, I understand that fraudulent bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and federal law and can result in fines, prison sentences, and civil damage awards.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Section 2.2-3100 et. seq. of the Code of Virginia (1950, as amended).

I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid.

Virginia Contractor No. _____

Signature _____ Date _____

Print _____

Sample Contract

TOWN OF SMITHFIELD

PROJECT NO: _____ **Bid Package:** Windsor Castle Outbuilding Stabilization, Town of Smithfield.

THIS AGREEMENT, made and entered into this _____ day of _____ by and between Town of Smithfield, hereinafter called the Owner, and _____ hereinafter called the Contractor, whose address is _____

WITNESSETH: WHEREAS, the Owner intends to have the Windsor Castle Outbuildings Stabilization project completed in the Town of Smithfield, Virginia.

WHEREAS, the Contractor agrees to perform the work for the sum herein stated.

NOW THEREFORE, the Owner and the Contractor for the consideration hereinafter provide agree as follows:

ARTICLE 1. SCOPE OF WORK

The work to be performed shall be in accordance with Contract Documents prepared by Alpha Corporation including the plans entitled “Windsor Castle – Outbuildings” prepared by Frazier Associates dated 1-23-15. The Contractor agrees to furnish all labor, materials and equipment to complete the work as required in the Contract Documents, which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of the Owner or its authorized representative. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor. The Contract Documents are defined in the General Conditions and are incorporated herein by reference.

ARTICLE 2. TIME OF COMPLETION

The Contractor shall commence the work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this agreement or such other date as may be established therein.

The Contractor shall achieve Final Completion; one hundred percent (100%) completed including all Punch List work, within Forty Five (45) days from Notice to Proceed.

ARTICLE 3. CONTRACT SUM

The Owner agrees to pay, and the Contractor agrees to accept in full performance of this contract, the sum of \$ _____, which sum also includes the cost of all permits, inspection and insurance.

ARTICLE 4. PAYMENT

The Owner agrees to pay the Contractor from time to time as the work progresses, but no more than once each month after date of Notice to Proceed, and only after complying with the General Conditions and completion of Certificate of Payment for the work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and, subject to the requirements of the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

Outbuildings Stabilization - Windsor Castle

The Contractor shall submit its monthly billing for progress payments to the Town Manager not later than the 15th day of each month in order that payment may be approved by Owner in the following month. Contractor's failure to submit its billing by the 15th of each month may result in the delay in payment by as much as one month.

Such evidence of labor performed and materials furnished as the Owner may desire shall be supplied by the Contractor at time of request for Certificate of Payment of account. Materials for which payment has been made cannot be removed from job site.

Retainage - Five percent (5%) of the earned amount shall be retained from each monthly payment until Final Completion is achieved.

ARTICLE 5. INDEBTEDNESS

Before final payment is made, the Contractor must submit evidence in the form of a final waiver of lien or claim to the Owner that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the work have been paid or what arrangements have been made for their payment.

Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the work by the Owner.

ARTICLE 6. ADDITIONAL WORK

It is understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished unless a new contract in writing or a modification hereto for such additional materials or labor has been executed by the Owner and Contractor. The Owner specifically reserves the right to modify or amend this contract and the total sum due hereunder either by enlarging or restricting the scope of work.

ARTICLE 7. ACCEPTANCE

The work shall be inspected for acceptance by Construction Manager and Architect promptly upon receipt of notice from the Contractor that the work is complete and ready for inspection.

ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should disputes arise respecting the value of any work done, or any work omitted, or of any extra work which said Contractor may be required to perform, or respecting any other elements involved in this contract, said dispute shall be brought to the attention of the Construction Manager who will attempt to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of Town of Smithfield and their decision shall be final and conclusive. Any and all claims or disputes, or other matters in question between the parties arising out of or relating to this Agreement or a breach thereof shall be resolved by appropriate proceedings in the Isle of Wight County Circuit Court, and in no other forum.

ARTICLE 9. TERMINATION FOR BREACH, ETC

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors violate any of the provisions of this contract, the Owner may serve written notice upon him of its intention to terminate said contract; and unless, within ten (10) days after the serving of such notice, such violation shall cease, the Owner then may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor. The Owner may take possession of and utilize in completing the work, such materials, appliances, paint, and any other property belonging to the Contractor as may be on the site of the work and necessary therefore. The Owner may, at any time upon ten (10) days written

Outbuildings Stabilization - Windsor Castle

notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner.

ARTICLE 10. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF

The Owner may withhold from payment to the Contractor such an amount or amounts as, in its judgment, may be necessary to pay just claims against the Contractor or any subcontractor for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amounts on the payment of such claims in its discretion. In so doing, the Owner shall be deemed the agent of the Contractor and payments so made by the Owner shall be considered as payment made under the Contract by the Owner as to such payments made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 11. LIABILITY AND INDEMNIFICATION

The Contractor agrees that it/he shall at all times protect and indemnify and save harmless, Town of Smithfield and all institutions, agencies, departments, authorities and instrumentalities of the Town and any member of their governing bodies or of their boards or commissions or any of their elected or appointed officers or any of their employees or authorized volunteers as described in the General Conditions of the project specifications which are included herein by reference, from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, that occur or grow out of any acts, actions, work or other activity done by the said Contractor in the performance and execution of this contract.

ARTICLE 12. SUBCONTRACTOR

No part of this contract shall be sublet by the Contractor without prior written approval of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: _____

BY: _____

ATTEST

BY: _____

TITLE: _____

BY: _____

TITLE: _____

OWNER:
TOWN OF SMITHFIELD

BY: _____

TITLE: _____

ATTEST

BY: _____

TITLE: _____

BY: _____

TITLE: _____

APPROVED AS TO FORM:
ATTORNEY

BY: _____

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, _____ hereinafter called CONTRACTOR has entered into a CONTRACT with TOWN OF SMITHFIELD, VIRGINIA, hereinafter called the TOWN, dated _____ for Project titled **WINDSOR CASTLE OUTBUILDINGS STABILIZATION, SMITHFIELD, VIRGINIA,**

TOWN OF SMITHFIELD IFB NO.03-2015.

NOW, THEREFORE, in consideration of the award of said Contract to the CONTRACTOR, as well as other good and valuable considerations, CONTRACTOR, intending to be legally bound hereby, agrees to indemnify and save harmless TOWN OF SMITHFIELD from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting therefrom and (b) is also caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by TOWN.

In any and all claims against TOWN, or any of their agents or employees by an employee of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or any for whose acts any one or more of them may be liable, the indemnification's obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workmen's Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Virginia or any other State.

CONTRACTOR:

BY: _____ DATE: _____

TITLE:

ATTEST:

BY: _____ DATE: _____

TITLE: _____



**TOWN OF SMITHFIELD
310 INSTITUTE STREET
P.O. BOX 246
SMITHFIELD VIRGINIA 23430**

INVITATION FOR BID

PROJECT NAME:

BID DUE: June 10th, 2015 at 10.00 am

CONTRACT OFFICER: Peter Stephenson

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____

Email: _____

Name: _____ Title: _____

Please attach this cover sheet to front of your bid package

General Terms and Conditions

Contract Period:

The contract period shall be in effect as described in the contract award.

Probation Period:

There shall be a 90 day probation period starting from time of award. During this time the Town may cancel the contract at any time for any reason. Verbal and written notification with cause for cancellation will be provided to the contract provider.

Cancellation:

After the probation period, the Town may cancel the contract at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the Town.

Notice to Proceed: (When Applicable)

A Notice to Proceed is required prior to construction and will include special instructions or revisions to the construction schedule, effective date, contract completion date and the name of the individual charged with the responsibility for the project on behalf of the Town of Smithfield. *It is the responsibility of the contractor to obtain all permits and necessary authorizations from any applicable agencies.*

Mobilization:

The Town of Smithfield at this time does not pay for upfront cost incurred by a contractor to start a project. The Town pays for projects at the time of completion of the work.

Materials Testing: (When Applicable)

Road Construction projects shall require materials testing by a VDOT Certified Testing Lab. The Project Manager is responsible for reviewing all test reports to ensure

compliance with all specifications. Contractor shall submit all material testing reports for building construction projects to Engineer who is responsible to review and ensure compliance.

Measurement and Payment:

Final contract documents will specify the method and time table of payment and schedule of payments. All invoices over \$10,000 require Town Council approval and must be submitted by the 15th of each month in order to be included on current month's committee agenda.

Acceptance and Final Approval: (When applicable)

All projects, regardless of size will require a final inspection before acceptance. The contractor, by his own comprehensive inspection, will determine when all work is completed and all other contract requirements are fulfilled. The contractor then notifies the PM to request a Pre-Final Inspection (PFI). Upon receiving the PFI request, but before scheduling the PFI, the PM will tour the project site with the Inspector to determine that the contractor's request is based on a project site that is indeed substantially complete. Substantial completion is defined as the point at which, in the opinion of the PM, the project is essentially complete and available for the Town's beneficial use. If the project has not attained substantial completion the contractor's request for the PFI will be denied until the contract work is actually completed.

If the contractor's request for a PFI is granted, the inspection will be arranged by the PM so that the representatives of the contractor and town staff can attend. During the inspection, the PM will discuss any identified incomplete work, unacceptable work or defects requiring correction with the contractor and compile a substantial completion punch list. The substantial completion punch list will be delivered to the contractor and will include the date of the completion.

After the contractor has completed all the items presented on the Substantial Completion Punch List, a final inspection of the project will be requested. The PM will perform the final inspection with a contractor representative to verify that all items on the punch list have been completed and that the project is completed according to the approved contract documents and applicable plans. If a final inspection reveals uncorrected deficiencies the PFI procedure will be repeated, at the contractor's expense, until an acceptable final completion walk-through has been accomplished.

Once the PM has verified that the contractor has satisfactorily completed the project, a notice of completion and acceptance will be sent to the contractor. The notice will include date of final completion for the contract and establish the beginning of the warranty period. Upon completion of the contract work and receipt of the notice of completion, the contractor will prepare and submit a request for final payment to the PM. The PM will review the request for final payment and if approved, request for final payment is submitted the Treasurer's Office.

Record Drawings: (When applicable)

The contractor will be required to submit to the town an acceptable set of record drawings before issuance of the Notice of Completion.

Guaranteed Work and Warranty Period: (When applicable)

The warranty period will begin on the final completion date and shall be effective for one calendar year unless otherwise stipulated by the final contract. Accordingly, as the end of the warranty period approaches, the PM will send the contractor a Notice of Warranty Inspection which identifies a time and location for the final warranty inspection to begin. Following the final warranty inspection and depending on whether or not defects are identified for correction, the PM will send a Release from Warranty (no defects noted) or a Release from Warranty (noted defects corrected), to the contractor stating that the contract is released of further responsibility for any warranty on the project. In cases where warranty items are identified for correction, additional final warranty inspections will be scheduled until all defective work is corrected to the satisfaction of the PM.

Applicable Laws:

This solicitation and any resulting contract shall be governed in all respects by the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Isle of Wight County. The parties are encouraged to resolve any issues in controversy arising from the award of this contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures as provided for in Section 2.2-4366 of the Code of Virginia (1950, as amended). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

Anti-Discrimination:

By submitting their proposals/bids, offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. See Code of Virginia, § 2.2-4343(1)(E).

In every contract over \$10,000, the provisions in (1) and (2) below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of (1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.

Immigration Reform and Control Act of 1986:

By submitting their proposals/bids, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation,

possession or use of any controlled substance or marijuana during the performance of the contract

Silence of Specifications:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

Background Checks:

The Town of Smithfield reserves the right to request sufficient information from any and all contracted service providers to allow law enforcement background checks on employees working on Town property and public right-of-ways

W-9 Request for Taxpayer Identification Number and Certification:

The Town of Smithfield is required by IRS regulations to issue Forms 1099 to qualifying companies and individuals. The attached W-9 forms must be submitted with your bid package to ensure compliance with all IRS reporting obligations.

EXCEPTION PAGE

- **FAILURE TO CHECK APPROPRIATE STATEMENT AND SIGN THIS PAGE WILL RESULT IN BID BEING NON-RESPONSIVE**

EXCEPTIONS:

Vendors must sign the appropriate statement below, as applicable:

- () I understand and agree to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

- () I take exception to terms, conditions, requirements, or specifications stated herein (vendor must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and / or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

INSURANCE ENDORSEMENTS

Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the Town of Smithfield, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of insurance prior to commencement of services. Separate forms which name the Town as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf of the Town. Evidence of coverage needs to be provided prior to commencement of work.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the Town to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

TYPE OF INSURANCE COVERAGE

LIMITS

1. Workman's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$500,000.00 each \$500,000.00 each Occurrence \$500,000.00 in Aggregate
3. Property Damage Liability	\$100,000.00 each Occurrence

CERTIFICATE OF INSURANCE (Workmen's Compensation & Liability)

Project:

Location: Town of Smithfield, Virginia

Owner: Town of Smithfield, Virginia
310 Institute Street
Smithfield, Virginia 23430

Contractor (Insured) _____

Address _____

The undersigned hereby certifies that the following policies, subject to their terms, conditions and exclusions have been issued by the named companies to the above insured and are presently in full force and effect:

A. WORKMEN'S COMPENSATION:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____
COVERAGE: Statutory Workmen's Compensation. Employers Liability Limit \$ _____ each
accident

Locations covered _____

B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

LIMITS:

Bodily Injury. Including Personal Injury
\$ _____ Each Person Property Damage / \$ _____ Each Occurrence
\$ _____ Each Occurrence / \$ _____ Aggregate
\$ _____ Aggregate Other _____

C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

LIMITS:

Bodily Injury \$ _____ Each Person Property Damage \$ _____ Each Occurrence
Other _____

COVERAGE PROVIDED - for operation of all owned, non-owned and hired vehicles.

D. UMBRELLA EXCESS LIABILITY:

Policy No. _____ Expiration Date _____
Insurance Co. _____ Address _____

LIMITS: Single Limit Bodily Injury and Property Damage \$_____ Each Occurrence.

COVERAGE PROVIDED - Applies in excess of the coverage's listed above for Employer's Liability, Comprehensive General, Automotive and Property Damage Coverage.

The undersigned further certifies that in the event of cancellation or any material change in any of the above policies, thirty (30) days prior written notice of such cancellation or change shall be delivered by registered mail to the above Owner.

NAME OF AGENCY _____

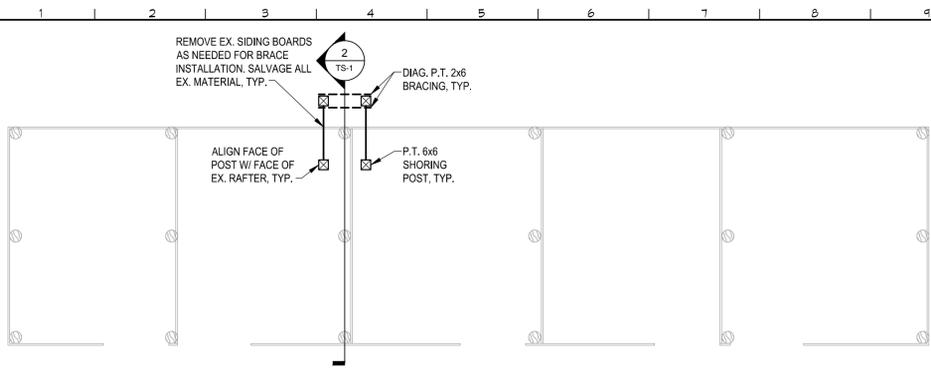
Address _____

Date _____ By _____

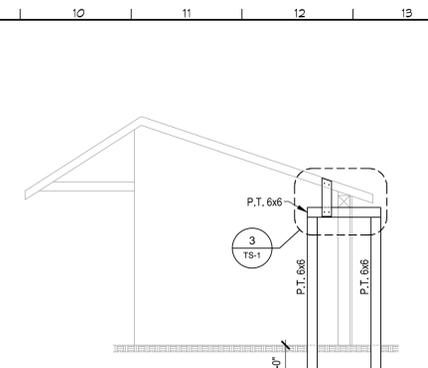
Authorized Insurance Representative
(Signature Required)

END OF SECTION A

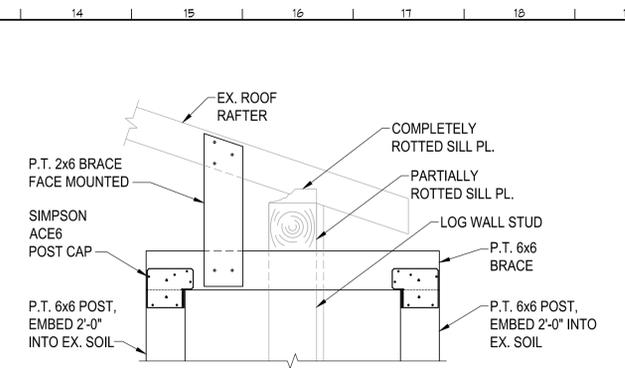
SECTION B - DRAWINGS



1 STABLE - SHORING PLAN
 TS-1 SCALE: 1/4"=1'-0"



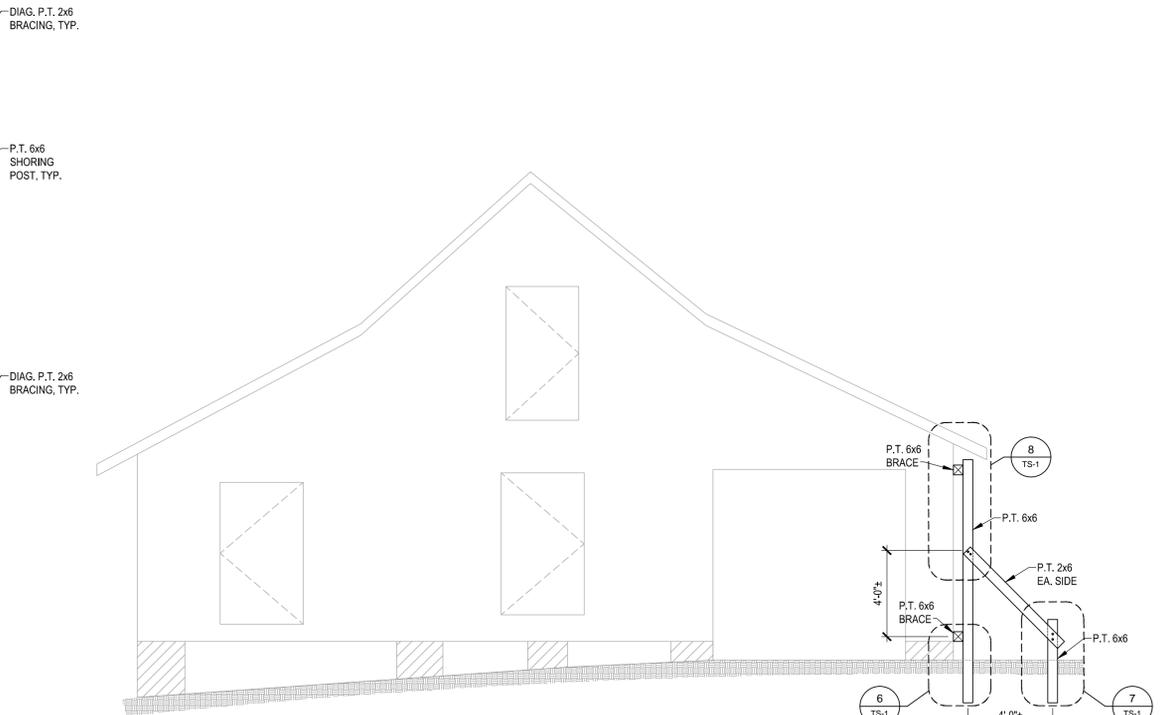
2 STABLE - BRACING SECTION
 TS-1 SCALE: 1/4"=1'-0"



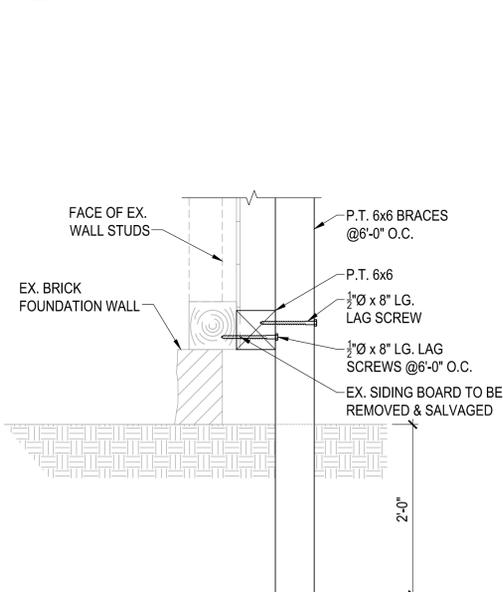
3 STABLE - SHORING DET.
 TS-1 SCALE: 1"=1'-0"



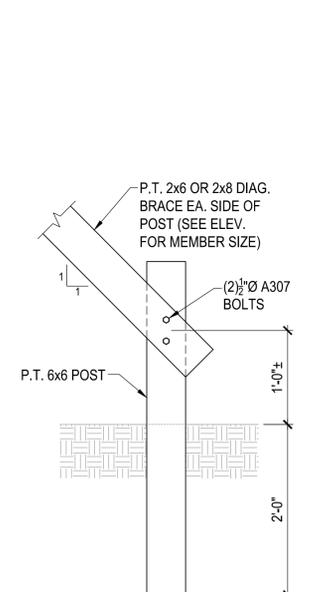
4 EAST PEANUT BARN - TEMPORARY SHORING PLAN
 TS-1 SCALE: 1/4"=1'-0"



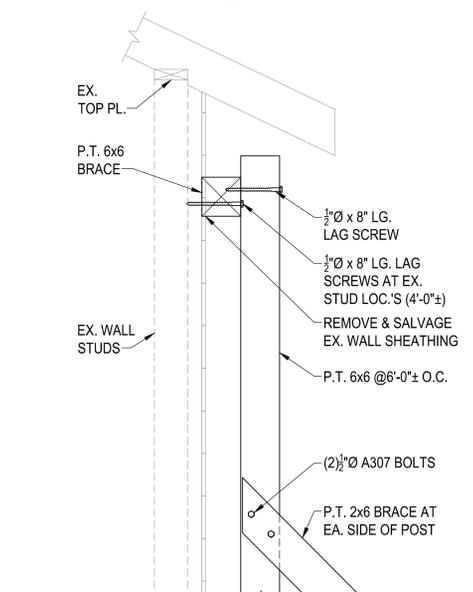
5 EAST PEANUT BARN - TEMPORARY SHORING FRONT ELEV.
 TS-1 SCALE: 1/4"=1'-0"



6 BRACING CONN. DET.
 TS-1 SCALE: 1"=1'-0"



7 BRACING CONN. DET.
 TS-1 SCALE: 1"=1'-0"



8 BRACING CONN. DET.
 TS-1 SCALE: 1"=1'-0"

FRAZIER ASSOCIATES
 ARCHITECTURE • COMMUNITY DESIGN • WAYFINDING
 213 NORTH AUGUSTA STREET, STAUNTON, VA 24401
 PHONE 540.886.8230 FAX 540.886.8629
 www.frazierassociates.com

linton engineering
 Linton Engineering, L.L.C.
 46090 Lake Center Plaza
 Suite 309
 Potomac Falls, VA 20165
 (P) 571.323.0320
 (F) 571.323.0699

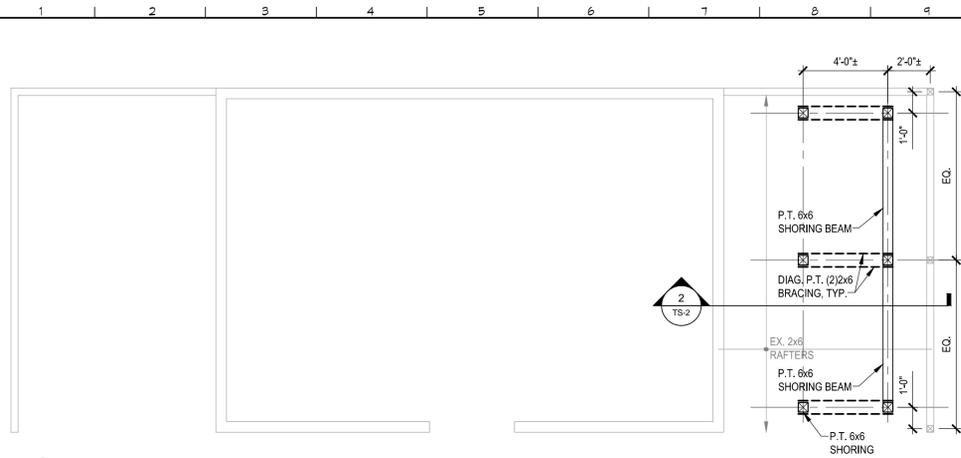
WINDSOR CASTLE - OUTBUILDINGS
 SMITHFIELD, VIRGINIA

DATE	REVISION
1-23-15	Progress Set

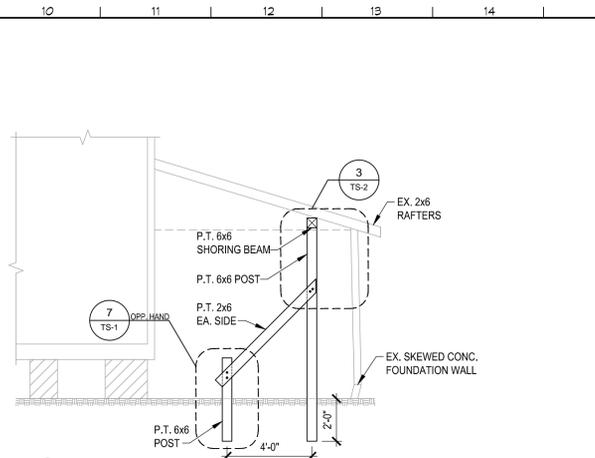
PROJECT NUMBER: 2014.0019	SCALE: AS NOTED
PROJECT MANAGER: DL	CHECKED BY: DL
DRAWN BY: NJR	DATE: 1-23-15

DRAWING TITLE:

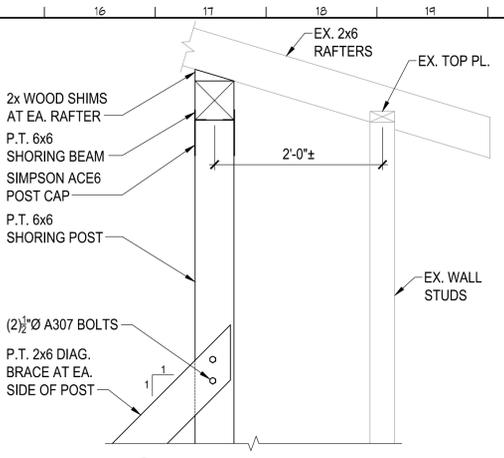
TS-1



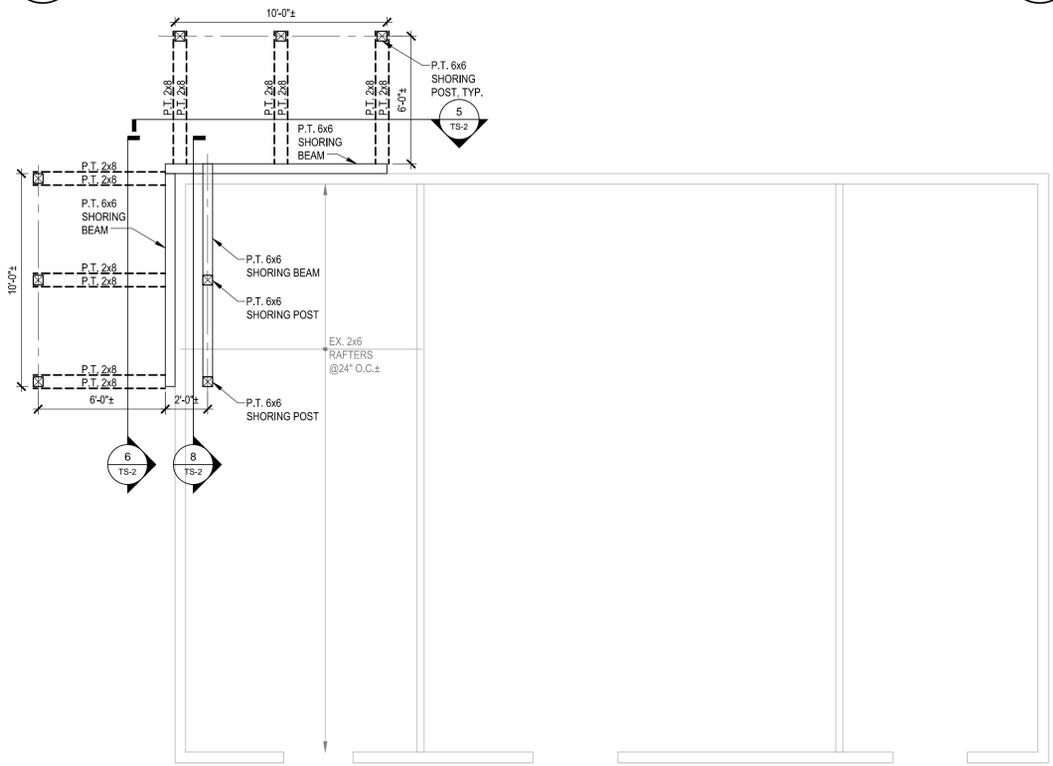
1 20th CENTURY CRIB - TEMPORARY SHORING PLAN
 TS-2 SCALE: 1/4"=1'-0"



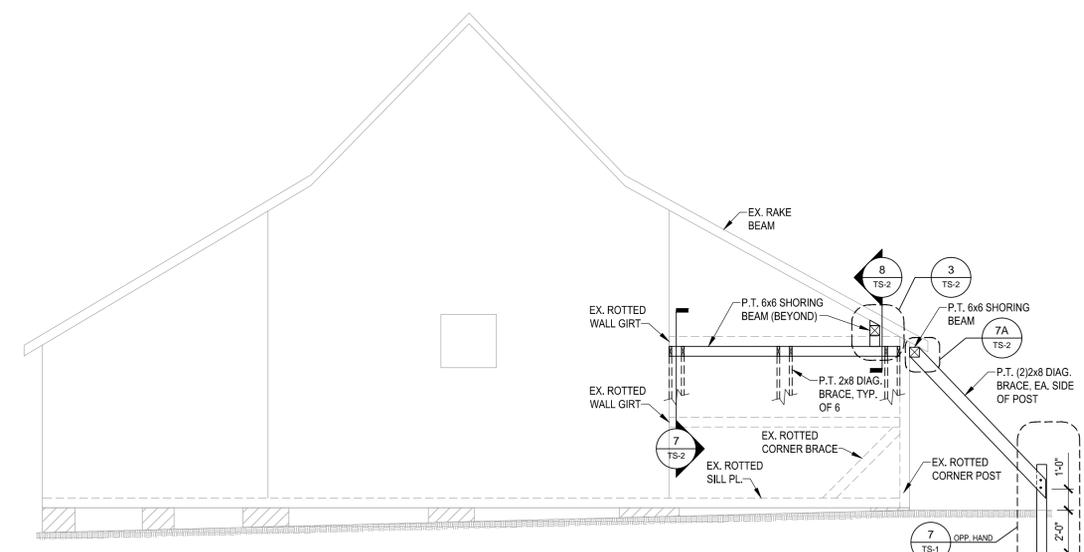
2 20th CENTURY CRIB - BRACING SECTION
 TS-2 SCALE: 1/4"=1'-0"



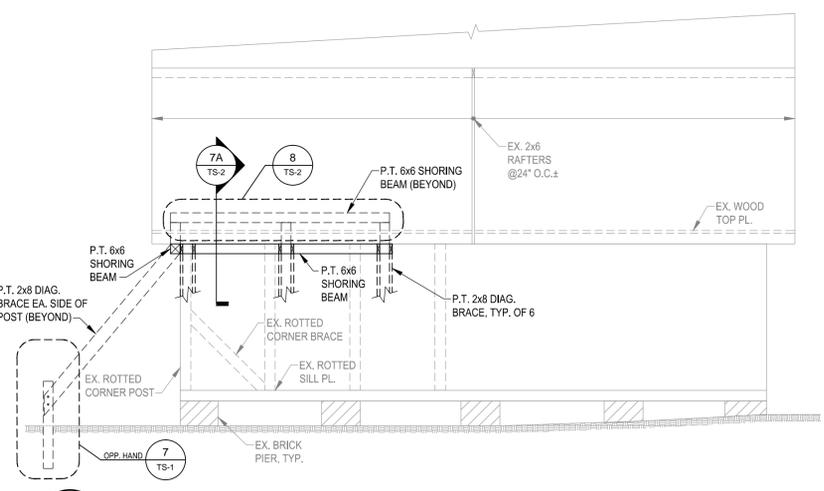
3 BRACING CONN. DET.
 TS-2 SCALE: 1"=1'-0"



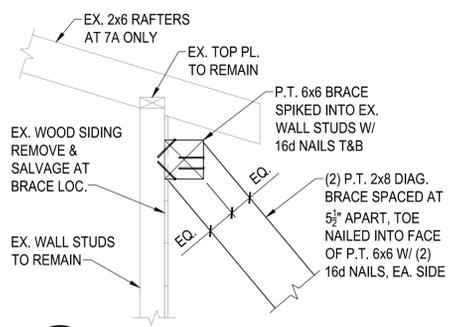
4 18th CENTURY BARN - TEMPORARY SHORING PLAN
 TS-2 SCALE: 1/4"=1'-0"



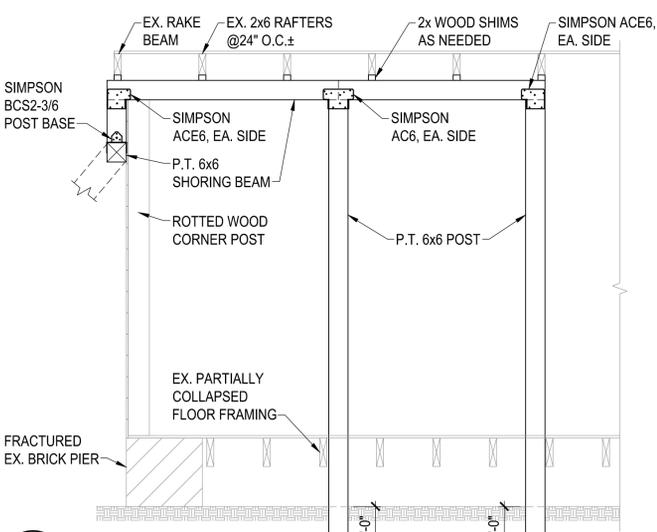
5 18th CENTURY BARN - TEMPORARY SHORING REAR ELEV.
 TS-2 SCALE: 1/4"=1'-0"



6 18th CENTURY BARN - TEMPORARY SHORING EAST ELEV.
 TS-2 SCALE: 1/4"=1'-0"



7,7A BRACING CONN. DET.
 TS-2 SCALE: 1"=1'-0"



8 SHORING SECTION
 TS-2 SCALE: 1/2"=1'-0"

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linton engineering
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 46090 Lake Center Plaza
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 Potomac Falls, VA 20165
 (P) 571.323.0320
 (F) 571.323.0689

WINDSOR CASTLE - OUTBUILDINGS
 SMITHFIELD, VIRGINIA

DATE	REVISION
1-23-15	Progress Set

PROJECT NUMBER: 2014.0019	SCALE: AS NOTED
PROJECT MANAGER: DL	CHECKED BY: DL
DRAWN BY: MR	DATE: 1-23-15

DRAWING TITLE:
TS-2

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 (required): <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) ▶	
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 ▶
------------------	----------------------------	--------

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.