

PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT

Services Less Than \$25,000

TESTING AND INSPECTION SERVICES FOR RICHARD M. DALEY LIBRARY - PS1944



This Contract is made and is dated October 12, 2012 by and between:

PBC: Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, Illinois 60602 ("PBC") and

Consultant: Earthwise Environmental, Inc.
1290 Mark Street
Bensenville, IL 60106
Attn: Larry McLaughlin
lmclaughlin@earthwiseenvironmental.com

For the Services of: Description of Services attached hereto as Exhibit A.

At the Total Not to Exceed Fee of: \$23,800.00

Project: TESTING AND INSPECTION SERVICES FOR RICHARD M. DALEY LIBRARY

PUBLIC BUILDING COMMISSION OF CHICAGO

By: 

Title: Executive Director

Date: _____

Consultant: EARTHWISE ENVIRONMENTAL, INC.

By: Larry P. McLaughlin

Title: CWT - District Manager

Date: 10/16/12

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

4. Time Is Of The Essence. Time is of the essence for this Contract.

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant a Not to Exceed Fee, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. Indemnity. The Consultant shall defend, indemnify and hold the PBC, the City of Chicago and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the PBC and the City of Chicago harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the PBC and the City of Chicago in defending any such claim.

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EXHIBIT D
 DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: Testing + Inspection Services
 Description of goods or services to be provided under Contract: For Richard M. Daley
Library - PS1944
2. Name of Consultant: Larry P. McLaughlin
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: _____

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4. The Consultant understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
 - b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

Larry D. McLaughlin
Signature

10/17/12
Date

Larry D. McLaughlin
Name (Type or Print)

CWI - District Manager
Title

Subscribed and sworn to before me

this 10 day of 12 2012

Notary Public

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TESTING AND INSPECTION SERVICES FOR RICHARD M. DALEY LIBRARY - PS1944

EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

___ Yes No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

State of Illinois - Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
City of Chicago _____
County of Cook _____
Metropolitan Water Reclamation District _____

Category:

MBE _____
WBE _____

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

Earthwise Environmental, Inc.
Company Name

Larry P. McLaughlin
Print Name

10/16/12
Date
Larry P. McLaughlin
Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WaterColor Management P.O. Box 1132 Decatur AL 35602	CONTACT NAME: Karen Seals	FAX (A/C, No.): (256) 355-3070	
	PHONE (A/C, No, Ext): (256) 260-0412	E-MAIL ADDRESS: karen@watercolormangement.com	
INSURED Earthwise Environmental, Inc. 1290 Mark Street Bensenville IL 60106	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: First Mercury Insurance		10657
	INSURER B: Commerce & Industry Ins. Co.		19410
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SE-CGL-0000012192-01	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab.						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB	X	X	EBU 012713204	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liab.	X		SE-CGL-0000012192-01	06/01/2012	06/01/2013	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: PS1944.

The City of Chicago and The Public Building Commission of Chicago are additional insureds with regard to General Liability. Coverage is primary and noncontributory. Waiver of subrogation is granted in favor of additional insureds. Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail to the Named Insured written notice of cancellation at least: 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or 30 days before the effective date of cancellation if we cancel for any other reason.

CERTIFICATE HOLDER CANCELLATION AI 012483

The Public Building Commission of Chicago; The City of Chicago Attn: Procurement Department Room 200 Chicago IL -	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jennifer Frank</i>

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Commercial Certificate of Insurance



FARMERS

Agency: Rick Carlson Insurance Agency
 Name: 983 W Wise Rd Ste 213
 & Schaumburg, IL 60193-3883
 Address:

Issue Date (MM/DD/YY) 10/12/12

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 shown below.

St. 22 Dist. 11 Agent 325

Companies Providing Coverage:

Insured Name: **EARTHWISE ENVIRONMENTAL INC**
 & 1290 MARK ST
 & BENSENVILLE, IL 60106
 Address:

- Company A **Truck Insurance Exchange**
- Letter
- Company B **Farmers Insurance Exchange**
- Letter
- Company C **Mid-Century Insurance Company**
- Letter
- Company D
- Letter

Coverages

This is to certify that 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. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)
A X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos	08598-70-24	09/06/12	09/06/13	Combined Single Limit Bodily Injury (Per person)
A X	Non-Owned Autos Garage Liability	08598-70-24	09/06/12	09/06/13	Bodily Injury (Per accident) Property Damage Garage Aggregate
	Umbrella Liability				Limit
	Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit

Description of Operations/Vehicles/Restrictions/Special Items:

Additional Insured: The Public Building Commission of Chicago and the City of Chicago on a primary, non-contributory basis

Certificate Holder

Name: Richard J. Daley Center
 & 51 W Randolph St Room 200
 & Chicago, IL 60602
 Address: Attn: Public Building Commission Dept

Cancellation

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.

Richard Carlson
 Authorized Representative

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2012

PRODUCER (847) 741-0083
Valentine Insurance Agency, Inc.
1331 Dundee Avenue

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.

Elgin IL 60120-

INSURERS AFFORDING COVERAGE NAIC #

INSURED
Earthwise Environmental, Inc.
1290 Mark St.

INSURER A: Technology Insurance Co.

INSURER B:

INSURER C:

INSURER D:

Bensenville IL 60106-

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

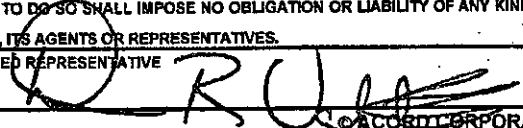
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE \$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		/ /	/ /	MED EXP (Any one person) \$
				/ /	/ /	PERSONAL & ADV INJURY \$
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	GENERAL AGGREGATE \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO		/ /	/ /	BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS		/ /	/ /	
		<input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
		GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC \$
				/ /	/ /	AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	AGGREGATE \$
				/ /	/ /	\$
		DEDUCTIBLE		/ /	/ /	\$
		RETENTION \$		/ /	/ /	\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TWC3151522	10/17/2012	10/17/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER		/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				/ /	/ /	
				/ /	/ /	
				/ /	/ /	

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

CERTIFICATE HOLDER

() - () -
Public Bldg. Commission Procurement Dept
Richard J. Daley Center
Room 200
Chicago IL 60602-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 

**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)
Eakthwise Environmental Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see Instructions) ▶

Address (number, street, and apt. or suite no.)
1290 Mark St.

City, state, and ZIP code
Bensenville, IL 60106

Re requester's name and address (optional)

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.

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

Social security number

or

Employer identification number
3604026887

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶ **Kelly A. Goned** Date ▶ **10-02-09**

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,