



REQUEST FOR PROPOSALS

ON-DEMAND ENGINEERING SERVICES

Proposal Number: 2023-PME-14

JULY 2023

**CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road, Morrow, Georgia 30260**

Virtual Teams

Proposal Opening Meeting: Tuesday, August 22, 2023 at 11:00 a.m. (local time)

Non-Mandatory Virtual Teams

Pre-Proposal Meeting: Tuesday, August 8, 2023 at 11:00 a.m. (local time)

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General Information

Section 1: Request for Proposals

Clayton County Water Authority
1600 Battle Creek Road
Morrow, Georgia 30260

Name of Project: **On-Demand Engineering Services**

The Clayton County Water Authority will open sealed proposals from qualified firms via Virtual Teams Meeting, on **Tuesday, August 22, 2023, at 11:00 a.m. (local time)** for On-Demand Engineering Services. Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Virtual Teams Meeting will be held on **Tuesday, August 8, 2023, at 11:00 a.m. (local time)**.

Please use the following call-in instructions to attend the **Pre-Proposal and Proposal Opening Virtual Teams meetings**:

[Join Microsoft Teams Meeting](#)

Dial Phone Number: 912-483-5368

Phone Conference ID: 554 872 848#

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am – 5:00 pm or by e-mail to CCWA_Procurement@ccwa.us.

Proposers will need to provide contact information and an email address and any file size transfer limits to ensure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$50.00.

Clayton County Water Authority
Dr. Cephus Jackson, Chairman

END OF SECTION

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Section 2: Overview

2.1 CCWA Background

The Clayton County Water Authority (CCWA) currently serves as the water, sewer and stormwater utility for Clayton County and the Cities of Forest Park, Lake City, Morrow, Jonesboro, Riverdale, and Lovejoy. The service area represents a population of approximately 297,000 residents and includes over 89,000 active customer accounts.

CCWA's major facilities include three water production plants, five water supply reservoirs, ground and elevated storage tanks and booster pump systems, three advanced treatment water reclamation facilities, engineered constructed wetlands treatment and almost 3000 miles of water distribution and wastewater collection pipelines. Water production facilities currently operate at approximately 28 million gallons per day (MGD), with a combined permitted capacity of 42 MGD. Water reclamation facilities currently operate at approximately 23 MGD, with a permitted capacity of 34.4 MGD, Stormwater utility operations manage approximately 40,000 structures and almost 500 miles of conveyance infrastructure.

2.2 Request For Proposal (RFP) Background

CCWA is seeking the services of qualified professional engineering companies for On-Demand Engineering Services to continue supporting the implementation of the 2020 Strategic Master Plan (SMP) (see Attachment A of this RFP), the 2019 Strategic Asset Management Plan (SAMP) (see Attachment B), future master plans, and other projects as they arise. An update to the SMP will be developed in 2025, which may also identify additional or revised needs. The actual work awarded under this contract will be based on available funding and direction by CCWA.

CCWA intends to award a Master Services Contract to one or multiple Firms to support the needs of CCWA. The term of this contract will be three years, with the option to renew annually for 2 additional 1-year periods. Work will be assigned through Task Orders based on the Firm's expertise, cost effectiveness and availability to complete the work responsively. Subsequent work assignments will be based on CCWA project needs, productivity, and quality of prior work completed and may result in a less than an equal distribution of work between Firms. In addition, CCWA currently has On-Demand Engineering Master Services Agreements with three of their Small Local Business Enterprise firms. Work will

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continue to be supported by these firms as well as the new Firms awarded the new contracts.

Prior to issuing a Task Order, the Firm will meet with CCWA staff to discuss and review the project requirements. The Firm shall evaluate the project requirements to include site visits and other activities necessary to properly assess the work and will then prepare a detailed written scope of work including all costs, broken down by tasks and levels of effort. Upon review and concurrence with the scope of work and costs, as well as the necessary authorization, CCWA will issue a notice to proceed for the Task Order to the Firm for the work.

For certain projects it is anticipated that CCWA may request a scope of work and cost estimate from all Firms to determine the best solution for CCWA. Where CCWA determines that current Firm(s) have not provided expertise or costs that are acceptable to CCWA, CCWA reserves the right to procure services from others.

2.3 Project Categories

Work authorized under the Master Services Agreement(s) will generally fit into one of the project categories below. Work will be assigned through Task Orders based on the Firm's expertise; however, CCWA expects the Firm(s) to have sufficient depth and breadth in all areas to support CCWA's needs.

- A. Strategic Asset Management. Overall support with integrated utility management (asset management program to support strategic objectives, performance enhancement, etc.). This category includes projects outlined in our Strategic Asset Management Plan (Attachment A), and other projects as identified, that fit into the following categories:
- Vertical and linear criticality and asset condition assessments
 - Development of asset management plans
 - Software support and data management using the following:
 - Cityworks (CCWA's linear work order management system)
 - ESRI ArcSDE (CCWA's linear asset registry)
 - JD Edwards (CCWA's financial management system and vertical asset registry and work order management system)
 - Aquatic Informatics Water Information Management Solution (CCWA's water quality data management system)

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- Innovyze InfoAsset
 - Power BI
 - Building Information Modeling (BIM)
 - SharePoint
 - SCADA
- B. Water Production, Water Reclamation, and Pump Station Facilities. Technical support of projects outlined in our Strategic Master Plan (Attachment B), and other projects as identified, that fit into the following categories:
- Plant and unit process evaluation and detailed design
 - Lift station evaluation and detailed design
 - Pump station evaluation and detailed design
 - Back-up power generation systems
 - Instrumentation and control systems
 - Facility optimization
 - Construction management
 - Emergency response planning
 - Constructed wetlands, indirect reuse design and planning
 - Reservoir management, including water quality assessments, operation optimization, and design
 - Wastewater sludge pelletizing/solids management and reuse design and planning
 - Regulatory and permitting assistance for these facilities
- C. Master Planning and Hydraulic Modeling. Technical support of projects outlined in our Strategic Master Plan (Attachment B), and other projects as identified, that fit into the following categories:
- Development of strategic master plans/capital improvement plans
 - Water distribution system modeling, operational optimization, and capital planning
 - Collection system hydraulic modeling and capital improvement planning
 - Capital and maintenance cost planning and forecasting
 - Water systems leak detection and water loss management
 - Wastewater flow monitoring data analysis
 - Sewer system evaluation surveys (SSES) analysis/ evaluation
 - Infiltration/Inflow (I/I) studies

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- D. Watershed and Stormwater Services. Technical support of projects outlined in our Strategic Master Plan (Attachment B), and other projects as identified, that fit into the following categories:
- Design and construction management of stormwater Best Management Practice (BMP), including green infrastructure, low impact development, and stream restoration
 - Biological and habitat assessments
 - Watershed assessment, management and master planning
 - Water quality sampling/monitoring/analysis
 - Public meeting and public information support; stakeholder support (County/City engagement)
 - Stormwater/drainage/hydrology analysis and design,
 - Stormwater master planning
 - Stream restoration/channel stability analysis-design
 - Stormwater construction management
 - Floodplain management program support
 - Regulatory, permitting, and reporting assistance (FEMA; US Corps of Engineers, including CLOMR/LOMR/No Rise; Phase 1 MS4, NPDES WPP)
 - Knowledge of MNGWPD model ordinances and Water Resources Management Plan requirements
 - Flood & Hazard Mitigation planning and implementation
 - Georgia SWMM/GADOT/Clayton County drainage requirements/design
- E. Specialized Services. Technical support related to the following specialized services:
- Support of on-call maintenance contracts, including construction package scope development, budgetary cost estimates, execution of construction packages with on-call maintenance contractors, and construction management of on-call maintenance contractors
 - Public education, public involvement, communications
 - Staff augmentation
 - Alternative Delivery advisement based on experience with alternative delivery as the design engineer, the design-builder, and/or the Owner/Advisor
 - Program Management/ Project Management Office
 - Utility management/rate structure support

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- Financial analysis/guideline-policy development, funding support
- Business process and Standard Operating Procedure development and documentation
- Architectural/Building Services

2.4 Proposal Schedule

The planned schedule for proceeding with the selection process for the On-Demand Engineering Services is shown below:

Non-Mandatory Pre-proposal Meeting	Tuesday, August 8, 2023 at 11:00 AM
Deadline for Questions	Thursday, August 10, 2023 at 11:00 AM
Issue Last Addendum	Wednesday, August 16, 2023
Proposal Opening	Tuesday, August 22 at 11:00 AM
Short-list Notification	Tuesday October 3, 2023
Presentations	Tuesday October 17, 2023
CCWA Board Approval	Thursday, November 2, 2023
Planned Start Date	January 1, 2024

During the Request For Proposal (RFP) process no Firm or individual is to have verbal or written communication on any aspect of this RFP with any CCWA employee or Board member. All questions and requests shall be made in writing to CCWA_Procurement@ccwa.us. This is to ensure that all prospective respondents have the same level of knowledge of the work as well as insuring that all data is uniformly and consistently made available to all respondents. Failure to comply with this requirement may result in disqualification from the process.

2.5 Proposal Submission

One (1) original, eight (8) bound copies and one (1) Flash Drive (in compatible electronic format) of the proposal shall be submitted in a sealed, opaque container and delivered by hand, courier service, or mailed via the United States Postal Service. At the time specified for the proposal opening deadline, the sealed containers shall be publicly opened, and the names of Firms shall be read aloud.

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The Cost Proposal Form – Billing Rate Schedule provided under Division 2 Section 4 of the RFP documents must be provided in a separate sealed envelope and placed within the completed sealed proposal submittal. Alterations to the Cost Proposal Form – Billing Rate Schedule will result in the proposal being deemed “non-responsive”. No other references or mention of costs should be included in any other section of your proposal submittal. The Cost Proposal Form – Billing Rate Schedule is to be opened after evaluation of the proposals.

2.6 Addenda

To be considered, all questions must be received via email by **3:00 p.m. EDT Thursday, August 10, 2023**, at **CCWA_Procurement@ccwa.us**. Any and all responses to questions will be issued in the form of an addendum by email. All addenda issued shall become part of the submittal package.

2.7 Proposal Package

Proposal response for below Sections 1 through 4 shall be limited to a maximum length of 40 pages. Each Proposal Package should be prepared and presented to include the information outlined below and be tabbed to denote the sections noted below. In order for the Proposal Package to be considered responsive, Sections 1 through 4 must be complete as described below.

Section 1 - Cover Letter and Firm Identification

A letter (4 pages maximum) of introduction and interest on letterhead. Provide the full legal name, Firm’s principal business office with address and satellite offices, if any, and indicate the location from which these professional services for the CCWA would be conducted. Specifically offer the location of the client and project manager. Include information on the Firm’s history, business activities, size, employees (per office), and ownership. Include telephone number, point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.

Section 2 - Company Experience

CCWA Expects the Firm to have sufficient depth and breadth in all or most project categories (as outlined in Section 2.3 above) (or project categories) to support CCWA’s needs. Company Experience will be scored based on all project categories, with a higher score assigned for experience in more categories.

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Provide a table/matrix demonstrating company experience (projects) against the project categories in Section 2.3. Only include projects completed in the last 10 years or projects that are at least 75% complete in the table. The table can be provided on an 11" x 17" page.

Provide a brief summary of as many of the key projects from the table as desired. The summaries should include the project description, the Firm's role in the project, and the staff who worked on the project that are included on the Project Team in Section 3.

Include a summary of Firm's experience with specific, applicable software or technical resources. Describe any equipment, software, tools, and technology that will be used for the work and the level of specific expertise your Firm has with these resources.

Project team member experience at a different Firm cannot be used to demonstrate Company Experience. All experience included in Section 2 should be specific to the experience of the Firm.

Provide a summary of professional liability (E&O) claims and lawsuits for the last 5 years. This summary should include any judgments, claims, arbitration proceedings or suits pending or outstanding against The Firm, proposed partners and any proposed subcontractors.

Section 3 - Project Team

Provide an organizational chart showing the proposed project team and office location, including any subcontractors (including their title) proposed for the work. The organizational chart can be provided on an 11"x17" page. All teaming relationships must be clearly identified and defined. Where "Prime/Subcontractor" relationships are proposed, the prime contractor (i.e., the proposing Firm) will be required to provide the majority of the work under the Master Services Agreement. Note that where a specific project arises that requires a subcontractor with specific expertise, those subcontractors can be added to the Firm's project team at a later date.

CCWA requires the selected Firm(s) to subcontract a portion of the work overall, with priority given to Firms certified in CCWA's Small Local Business Enterprise (SLBE) program. Above and beyond our On-Demand Engineering SLBE Firms and other CCWA SLBE Firms, teaming and subcontractor relationships are permitted; however, teams without a record of successful project delivery working

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together will not be considered as highly. A current list of CCWA certified SLBE Firms is available through www.ccwa.us, under the tab for “Procurement”, section for “Small Local Business Program”

Provide a table that demonstrates that summarizes the key staff in the organizational chart, their proposed role on the project team, and which of the projects in Section 2 they were involved in. For those individuals that are deemed key individuals in the organizational chart, provide a summary resume, percentage availability, office location, years of experience, years of experience with the proposing Firm, and discipline or role for this Master Services Agreement. For these key individuals, also summarize their previous experience in the type of role for which they are being proposed.

Provide a summary of how the Master Services Agreement will be managed under the proposed organizational structure. Include the point(s) of contact and roles for specific items that are anticipated, such as Task Order authorizations, project management, design management, schedule management, budget management, etc. State how the key members will provide value to CCWA.

Provide a summary of company-wide resources. Note the total employees and resources of the company, number of offices/locations/local staff and office breakdowns by operating business units.

Full resumes may be included in an Appendix and will not be included in the page limit.

Section 4 - Project References

Provide up to 5 project descriptions that best represent the project categories. The projects included should be completed in the last 10 years, or be at least 75% complete, and should demonstrate experience that highlights the project team’s ability to successfully complete projects in the Project Categories. The project references should be included in the table in Section 2.

On each reference sheet, provide the name of client, a brief description of the work, dates/completion status, reference contact information (phone, email, and mailing address), schedule and cost outcomes, and a list of any people listed in Section 3 who worked on the project, as well as their specific role on the project.

Section 5 – Billing Rate Schedule (separate envelope)

Services performed under executed Task Orders will be paid on a time and expense basis, as outlined in Attachment C. In order for the Proposal Package to

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be considered responsive, a Billing Rate Schedule must be provided. The Billing Rate Schedule should be provided on the form provided as Attachment C. If a particular Labor Category cannot be provided or is not needed, the proposer may indicate N/A on the form, with no penalty.

Please note this cost section of the submittal package must be placed in a sealed separate container from the rest of the Proposal submission. CCWA reserves the right to negotiate costs with any and all Firms that may be awarded work under this Request for Proposal. Additionally, CCWA reserves the right to negotiate parity in any and all costs with any and all Firms. Such negotiations are at the sole discretion of the CCWA.

2.8 Evaluation Criteria

Proposals will be evaluated by CCWA staff and ranked based on the following criteria to develop a short list of the top-ranked Firms. After a short-list of top ranked Firms is completed, presentations and interviews will be conducted along with a review of the cost submission portion of the proposal to complete the selection process. Ranking of proposals and proposed contract award will be made at the sole discretion of the CCWA.

Item	Criteria	Points
1	Cover Letter and Firm Identification	10
2	Company Experience	40
3	Project Team	40
4	Project References	10
	Total Possible Points (without presentations)	100
5	Presentation by short-listed Firms	50
	Total Possible Points (with presentations)	150

END OF SECTION

Division 2

Proposal Requirements

Section 1: Instructions to Proposers

These instructions are to be followed by every entity proposing to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the proposal, and any Proposer agrees that tender of a proposal constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Proposer ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Proposer's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the proposal opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of proposals.
2. Unless it is otherwise stated in the proposal documents, it shall be the responsibility of the proposer to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its proposal. Documents may be made available by the CCWA during the proposal process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the proposer to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the proposer.
3. Pre-proposal meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although proposers are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the proposer must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a proposal by the Board of Directors of the CCWA, any unsuccessful proposer wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

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Section 1: Instructions to Proposers

5. Information submitted by the Proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire proposals may not be deemed proprietary.
6. Cost Proposals must be made on the enclosed Cost Proposal Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Cost Proposal Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Cost Proposal Forms must be signed in ink by the person or persons authorized to sign the Cost Proposal Form. The person signing the Cost Proposal Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the proposal must be printed in ink, along with the Proposer's signature, on all separate sheets of the Proposal Form. If a proposal is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the proposal must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Proposal Form.
8. All proposals must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the proposal shall submit it in a sealed envelope on or before the date and time specified in the proposal package. The envelope shall be marked "**Sealed Proposal**" and carry the proposal title, Contractor's License Number and date and time of opening as set forth in the proposal package. The envelope shall also bear the name of the party making the proposal and the party's address. Address proposals to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a proposal is not submitted, the Proposal Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
9. If published price books are a part of your proposal, one price book must be included with your Proposal Form, and the successful Proposer is required to furnish additional current price books after award of the proposal.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the

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specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.

11. In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
14. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
15. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make modifications/ corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.
16. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any schedule of items on which the Proposer is proposing are in accordance with the conditions, terms and specifications of the proposal and that they are aware that any

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exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.

18. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Proposer.
20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.
25. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.

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26. The Contract between the CCWA and the Proposer shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the proposal guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible proposer, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any proposal regardless of the amount thereof; to reject any proposal, or any number of proposals; to negotiate with any Proposer for a reduction of or alterations in its proposal; to reject all proposals and to call for additional proposals upon the same or different invitations to proposal, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a proposal complies with the invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low proposal for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. While CCWA intends to purchase at the lowest responsible proposal available, price shall not be the sole criteria utilized by the CCWA in evaluating the proposal packages submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible proposal:
 - a. Ability of proposer to perform in the time frame needed by the CCWA.
 - b. Reputation of the proposer in its industry.
 - c. Reasonableness of the proposal in relation to anticipated costs.

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- d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
 - e. Preference for local proposers where there is no significant variance in price or service.
33. Proposers are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Proposer's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal; and (b) CCWA's Board determines that the preferred proposal provides the most cost effective option due to the closer proximity of the preferred Proposer's place of business to the affected Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against CCWA for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Proposers are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
35. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:

<http://www.dot.ga.gov/PS/Business/DBE>.

The successful Bidder will be asked to provide, along with his Request for Payment each month a list of qualified SLBE and MBE/WBE businesses utilized on this Project.

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Section 1: Instructions to Proposers

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Division 2 **Proposal Requirements**

Section 2: Risk Management Requirements

The insurance coverages and limits identified in this Agreement are minimums. The coverages and limits will be reviewed and confirmed or amended by the insurance requirements specified in each "Task Order." ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Workers' compensation as required by the State (Statutory) where the work is performed and Employers' Liability in the amount of one million (\$1,000,000) Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. ENGINEER shall also indemnify and hold OWNER harmless for any such liability that may attach to OWNER as a "statutory employer" of any of ENGINEER'S employees, agents or subcontractors. "An Alternate Employer Endorsement" naming the OWNER as a protected Alternate Employer will be added to the Workers' Compensation policy.
- (b) Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000 Combined Single Limit.
- (c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X,C,U perils). The OWNER is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Blanket Additional Insured endorsement, either form must be acceptable to the OWNER. The coverage is primary as to the work of the ENGINEER for the OWNER and includes separation of insureds (cross liability). Additional Insured status will be certified to the OWNER for a period of five (5) years following completion of the project. The General Liability shall cover claims for or to persons or damage to property arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

In the alternative, the ENGINEER may substitute a claims made policy in the same amounts and for the same coverages, provided that it has full prior acts coverage and a five (5) year Extended Reporting Period included in the current policy.

Division 2

Proposal Requirements

Section 2: Risk Management Requirements

- (d) Professional liability insurance to include coverage for the Owner and all Subs, Engineers and Design Consultants, with a minimum annual policy limit of \$5,000,000 per claim and in the aggregate. The Owner may increase the limit requirements where in the opinion of the OWNER such increase is desired. The policy shall contain a five (5) year Extended Reporting Period, or the Engineer will furnish the Owner evidence of continuing coverage for that same period of time after completion. The Retro-active date under the policy will predate any work for the Owner. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to the Owner in the event of termination or non-renewal. The Owner may elect to obtain a PROJECT or Owner's policy on a primary or excess basis. The Engineer will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Engineer.
- (e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$5,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.
- (f) ENGINEER will furnish a Certificate of Insurance to OWNER for coverages (1) Workers' Compensation/Employers Liability; (2) Automobile Liability; (3) Commercial General liability; (4) Professional Liability; and (5) Umbrella Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to the OWNER in the event of termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming the OWNER as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

Waiver of Subrogation - ENGINEER waives subrogation against OWNER as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

- (g) Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, the OWNER shall not be responsible for any deductibles established by such policies.

END OF SECTION

Division 2

Proposal Requirements

Section 3: Required Proposal Submittals

3.1 Proposal submittals:

The following items are required to be included as part of the proposal submittal. Failure to provide any of these items may result in the proposal being deemed non-responsive. For your convenience, a check box is provided next to the required items, which include but are not limited to:

- A. Cost Proposal Form – Billing Rate Schedule: *Proposers must submit their completed and signed Cost Proposal Form – Billing Rate Schedule in a separate sealed envelope.*
- B. Proposer Qualification Information Form.
- C. Georgia Security and Immigration Compliance Act of 2006 form.
- D. Contractor Affidavit and Agreement form.
- E. Subcontractor Affidavit form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

CCWA cannot consider any bid which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Bidders intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law and its effect on CCWA procurements and their participation in those procurements.

- F. CCWA SLBE Certificate and/or required SLBE Forms (as applicable). *An indication of "N/A" for "not applicable" must be noted as appropriate.*
- G. Non-Collusion Certificate.
- H. Certification of Absence of Conflict of Interest.
- I. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
- J. Vendor Information Form. *Company name must match the W-9 Form.*

Division 2

Proposal Requirements

Section 3: Required Proposal Submittals

- K. Copies of all licenses required to perform the work (if applicable).
- Any other items as required in this RFP including but not limited to the items contained in the Instructions to Proposers.
- L. All addenda issued.

END OF SECTION

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

Proposal of _____

Hereinafter "Proposer"), organized and existing under the laws of the State of _____, doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Proposals, Proposer hereby proposes to provide **On-Demand Engineering Services** in strict accordance with this Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

By submission of this proposal, Proposer certifies, and in the case of joint proposal each party thereto certifies as to the party's own organization that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other Proposer or with any competitor. Proposer also certifies compliance with the Instructions to Proposers.

In submitting this proposal, Proposer certifies that he/she is qualified to do business in the State of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION:

The undersigned proposer agrees, if this proposal is accepted, to enter into an Agreement with Owner on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the proposal and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Proposer accepts the terms and conditions of the Documents.

INSURANCE:

Proposer further agrees that proposal amount(s) stated herein includes specific consideration for the specified insurance coverages.

TERM OF CONTRACT:

The initial term of this contract will be for thirty-six (36) months, with the option to extend up to two (2) twelve months renewal terms.

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

LABOR RATE SCHEDULE

Proposer will be paid hourly rates for labor for work performed on each Task Order, according to their Billing Rate Schedule. On January 1st of each calendar year, each billing rate will automatically increase by 2.5%. These rates will be effective for all labor completed during the following calendar year.

PAYMENT:

Owner shall make payments by check net 30 days after receipt of an invoice and acceptance of services.

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Division 2 **Proposal Requirements**
Section 4: Cost Proposal Form – Billing Rate Schedule

COST PROPOSAL FORM – BILLING RATE SCHEDULE

Labor Category	Typical Qualifications	Billing Rate (1/1/2024 – 12/31/2024) ^a
Associate Engineer I	BS plus < 2 yrs. of experience	
Associate Engineer II	MS; BS and 2 to 4 yrs. of experience	
Staff Engineer I	PE	
Staff Engineer II	PE and > 4 yrs.; PE and MS plus >3 yrs. of experience	
Principal Engineer	PE and 7 to 10 yrs. experience	
Senior Principal Engineer	PE plus 10 to 15 yrs. of experience	
Chief Engineer	PE plus > 15 yrs. of experience	
Engineering Technician I	GED	
Engineering Technician II	GED with > 4 yrs. experience	
CAD Designer I	1 yr. of CAD experience	
CAD Designer II	> 5 yrs. of CAD experience	
Principal CAD Designer	> 10 yrs. CAD of experience	
Senior Principal CAD Designer	> 15 yrs. of experience	
Project Manager I	BS plus 1 to 5 yrs. of PM experience	
Project Manager II	BS plus 5 to 10 yrs. of PM experience	
Senior Project Manager	BS plus >10 yrs. of PM experience	
Scientist I	BS plus <3 yrs. of experience	
Scientist II	BS plus 3 to 5 yrs. of experience	
Scientist III	MS/BS 5 to 10 yrs. of experience	
Senior Scientist	MS/BS plus 10 yrs. of experience	
Inspector I	GED plus 1 to 2 yrs. of experience	
Inspector II	AS plus 2 to 5 yrs. of experience	
Senior Inspector	AS plus 5 to 10 yrs. of experience	
Construction Engineer I	AS plus 10 to 15 yrs. of experience, with >3 yrs. exp as inspector	

Division 2 **Proposal Requirements**
Section 4: Cost Proposal Form – Billing Rate Schedule

Labor Category	Typical Qualifications	Billing Rate (1/1/2024 – 12/31/2024) ^a
Senior Construction Engineer	AS plus >15 yrs. of experience, with >3 yrs. exp as construction engineer	
Administrative Assistant	GED plus < 5 yrs. of experience	
Sr. Administrative Assistant	GED plus > 5 yrs. of experience	
Subject Matter Expert	BS degree and/or > 10 yrs. of experience in subject matter	
Surveyor I	1 to 5 yrs. experience	
Surveyor II	5 to 10 yrs. experience	
Senior Surveyor	>10 yrs. experience, Registered Land Surveyor	
Graphic Designer I	1 to 5 yrs. of graphic design experience	
Graphic Designer II	5 to 10 yrs. of graphic design experience	
Senior Graphic Designer	>10 yrs. of graphic design experience	
Communications/ Public Outreach Consultant I	5 to 10 yrs. of communications experience	
Communications/ Public Outreach Consultant II	>10 yrs. experience in communications	
Utility Management/ Financial Consultant I	BS plus 5 to 10 yrs. experience	
Utility Management/ Financial Consultant II	BS plus >10 yrs. experience	
<p>^a On January 1st of each calendar year, each billing rate will automatically increase by 2.5%. These rates will be effective for all labor completed during the following calendar year.</p> <p>BS – Bachelor of Science AS – Master of Science PE – Professional Engineer GED – General Education Development CAD – Computer-aided Design PM – Project Management</p>		

SUBMITTED BY: _____
 Company Name of Proposer

DATE: _____

[Signature on Next Page]

Division 2

Proposal Requirements

Section 4: Cost Proposal Form

I have read and understand the requirements of this Request For Proposal and agree to provide the required services in accordance with these proposal documents.

Submitted by:

PROPOSER'S COMPANY NAME: _____

By: (OFFICER NAME) _____

SIGNATURE: _____

TITLE: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____

LICENSE # (If applicable): _____

DATE: _____

END OF SECTION

Division 2

Proposal Requirements

Section 6: Proposer Qualification Information

COMPANY NAME OF PROPOSER: _____

NUMBER OF YEARS IN BUSINESS: _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

- ENTITY TYPE: Individual/Sole Proprietor Employee Owned Company
 Privately Held Corporation/LLC Partnership
 Publicly Owned Company Attorney
 Other (specify): _____

NAME OF PRINCIPAL OFFICERS: _____

END OF SECTION

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor’s fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.

- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 - 1. _____ 500 or more employees;
 - 2. _____ 100 or more employees;
 - 3. _____ Fewer than 100 employees.

- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
 - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 - 2. Secure from each such subcontractor an attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time.”

Contractor _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor’s compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

EEV / Basic Pilot Program* User Identification Number
Enter four-to-seven-digit numbers

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

Division 2

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with _____ on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor’s compliance with [O.C.G.A. 13-10-91](#). The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

EEV / Basic Pilot Program* User Identification Number
Enter four-to-seven-digit numbers

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____
20____.

Notary Public

My Commission Expires

Division 3

Contract Forms

Section 1: Agreement Form

STANDARD AGREEMENT FOR ON-DEMAND ENGINEERING SERVICES

This Agreement made and entered into this ____ day of _____, 20____, between the **CLAYTON COUNTY WATER AUTHORITY**, a body corporate and politic, a public corporation, and a political subdivision of the State of Georgia duly created and existing under the laws of the State of Georgia ("**OWNER**"), and _____ ("**ENGINEER**"), for such projects as may be identified in written Task Orders executed by OWNER and ENGINEER in accordance with the provisions of Paragraph 1.1 herein below. When used herein, the term, "Project" shall refer to and include any project so identified.

ARTICLE 1. SCOPE OF SERVICES

1.1 Issuance of Task Orders

OWNER may issue a Task Order for **On-Demand Engineering Services** in a form generally shown as an attachment to this Agreement. Each Task Order shall set forth in detail a description of all services to be performed; a proposed schedule for providing such services; and a proposed basis for compensation to the ENGINEER for such services in accordance with provisions of Article 2 herein below. Each Task Order shall also include confirmation of the insurance coverages required by this Agreement. Each Task Order shall be executed by a duly authorized representative of ENGINEER, and, upon execution by OWNER, the Task Order shall constitute an agreement by and between OWNER and ENGINEER for the performance of the identified engineering services and for the payment for same.

1.2 Incorporation of Terms and Conditions of this Agreement

UNLESS OTHERWISE SPECIFICALLY SET FORTH IN WRITING IN A TASK ORDER, ALL TERMS AND CONDITIONS OF THIS AGREEMENT ARE INCORPORATED IN ALL TASK ORDERS HEREINAFTER ISSUED AND EXECUTED BY THE PARTIES, BY REFERENCE, AS IF RESTATED VERBATIM THEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF ANY TASK ORDER AND THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL.

ARTICLE 2. COMPENSATION

For engineering services performed by ENGINEER pursuant to a duly executed Task Order, OWNER shall pay ENGINEER as follows:

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Contract Forms

Section 1: Agreement Form

- Such COST REIMBURSABLE – BILLING RATE SCHEDULE (TIME AND EXPENSE) as set forth in the attached Attachment “B”.

In the event OWNER and ENGINEER are unable to agree as to the appropriate method of compensation, ENGINEER shall be compensated based upon COST REIMBURSABLE – BILLING RATE SCHEDULE (TIME AND EXPENSE) as set forth in Attachment “B.” Unless otherwise agreed by the parties in writing, any labor utilized by ENGINEER from any affiliated company of ENGINEER shall be billed to OWNER in accordance with the terms and conditions of Attachment “B”. Use of such labor from affiliated companies shall not change or diminish the duties or liabilities of ENGINEER as set forth in this Agreement.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices in conformity with all requirements of this Agreement, the Task Order and if relevant, the provisions of Attachment “B.” Such invoices shall be supported by such documentation and other data as OWNER may require. Properly submitted invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of the prime rate plus one percent (1%) on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, the disputed portion may be withheld from payment, and OWNER shall pay any undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 calendar days of the date due for any undisputed billing, ENGINEER may, after giving 7 days’ advance written notice to OWNER, suspend services under this AGREEMENT until it is paid in full for any such billing, including interest. In the event of suspension of services on account of non-payment, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

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Section 1: Agreement Form

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care and Warranty

The standard of care applicable to ENGINEER'S services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. ENGINEER will re-perform any services not meeting this standard without additional compensation. The re-performance of such services shall not limit the ENGINEER'S liability to OWNER. ENGINEER warrants that any plans or specifications it prepares will be adequate and sufficient to their intended purpose including, if applicable, construction.

4.2 Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER. However, ENGINEER shall remain liable for any improper performance of these investigations, and ENGINEER shall use its best professional skill and care in determining both the number and the location of test points and samples required for a prudent evaluation of any Project site.

4.3 ENGINEER'S Personnel at Construction Site

4.3.1 If a Task Order includes the presence of engineer's personnel at a construction site, unless otherwise provided in the Task Order, the ENGINEER shall not be responsible for construction means, methods, techniques, sequences, and procedures nor shall ENGINEER be responsible for the performance of the OWNER or any contractor. Nothing herein, however, shall in any manner whatsoever relieve, discharge, release or excuse the performance by ENGINEER of any of its duties or responsibilities as set forth in this Agreement.

4.3.2 If a Task Order includes the presence of engineer's personnel at a construction site, and unless otherwise provided in a Task Order, ENGINEER and ENGINEER'S personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions, and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER'S own personnel. However, if ENGINEER'S

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Section 1: Agreement Form

personnel observe any deficiencies in the performance of the Work, or health or safety deficiencies, they shall promptly report same to OWNER in writing.

4.3.3 If a Task Order includes the presence of engineer's personnel at a construction site, and unless otherwise provided in a Task Order, the presence of ENGINEER'S personnel at a construction site is for the purpose of carefully inspecting the work of any contractor as described in any particular task order. If, however, in the opinion of ENGINEER, more frequent inspections are required to protect OWNER'S interest, ENGINEER shall so notify OWNER in writing, and OWNER may elect to require ENGINEER to make more frequent Project inspections for which ENGINEER shall be compensated on the basis of COST REIMBURSABLE-BILLING RATE SCHEDULE (TIME AND EXPENSE) as set forth in Exhibit "B." It is expressly agreed that the inspections required by this paragraph are in addition to any and all other inspections which may be required elsewhere in this Agreement or in any Task Order. The purpose of the inspections required herein is to determine the quality, quantity and progress of the work in comparison with the requirements of the applicable construction contract. In making such inspections, ENGINEER shall exercise care to protect OWNER from defects and deficiencies in the work, from unexcused delays in the schedule, and from overpayment to the contractor. Following each such inspection, ENGINEER shall submit a written report of same, together with any appropriate comments or recommendations, to OWNER.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER'S actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER'S opinions, analyses, projections, or estimates. ENGINEER shall, however, use its best professional care and skill in preparing any such opinions, analyses, projections or estimates. If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule,

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Section 1: Agreement Form

OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

If a Task Order includes obligations by the engineer to provide recommendations for periodic payments, and unless otherwise provided in a Task Order, recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based upon inspections of the work as required hereinabove, evaluation of the contractor's rate of progress in light of the remaining contract time, and upon evaluations of the contractor's Applications for Payment. Recommendations by ENGINEER for payment shall furthermore constitute a representation by ENGINEER to OWNER that ENGINEER has made an inspection of the work as provided in paragraph 4.3.3 of this Agreement, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the applicable construction contract, and that, to the best of the knowledge, information and informed belief of ENGINEER, the contractor is entitled to payment of the amount approved.

4.6 Additional Contract Administration Duties of Engineer

In addition to the duties and responsibilities set forth hereinabove, in the event any Task Order requires ENGINEER to perform contract administration services, such services shall include, but shall not be limited to, the following:

(a) ENGINEER shall reject work which does not conform to the contract documents unless directed by OWNER, in writing, not to do so. Whenever, in ENGINEER'S opinion, it is necessary or advisable, ENGINEER shall require special inspection or testing of the work in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed;

(b) ENGINEER shall review and approve, or take such other appropriate action, upon the contractor's submittals such as shop drawings, product data and samples. Approval by ENGINEER of the contractor's submittal shall constitute ENGINEER'S representation to OWNER that such submittal is in conformance with all requirements of the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the Project;

(c) ENGINEER shall review, and advise OWNER concerning, proposals and requests for change orders from the contractor. ENGINEER shall prepare change orders for OWNER'S approval and execution in accordance with the construction contract, and shall have authority to order, by field order, minor changes in the work not involving an adjustment in the contract price or an extension of the contract time;

Division 3

Contract Forms

Section 1: Agreement Form

(d) ENGINEER shall conduct inspections to determine the dates of substantial completion and final completion, shall receive and forward to OWNER for OWNER'S review all written warranties and related documents required by the construction contract and assembled by the contractor, and shall, when appropriate, issue a final certificate for payment;

(e) ENGINEER shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in ENGINEER'S work product.

4.7 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings unless upon exercise of its best professional care and skill, ENGINEER could have discovered such errors or omissions. ENGINEER shall endeavor to observe defects and shall promptly bring same to the attention of OWNER in writing.

4.8 Access to ENGINEER'S Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER'S normal business hours for a period of three years after ENGINEER'S final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation or in the event of a disputed claim with ENGINEER.

4.9 ENGINEER'S Insurance

The insurance coverages and limits identified in this Agreement are minimums. The coverages and limits will be reviewed and confirmed or amended by the insurance requirements specified in each "Task Order." ENGINEER will maintain throughout this AGREEMENT the following insurance:

(a) Workers' compensation as required by the State (Statutory) where the work is performed and Employers' Liability in the amount of one million (\$1,000,000) Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. ENGINEER shall also indemnify and hold OWNER harmless for any such liability that may attach to

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OWNER as a “statutory employer” of any of ENGINEER’S employees, agents or subcontractors. “An Alternate Employer Endorsement” naming the OWNER as a protected Alternate Employer will be added to the Workers’ Compensation policy.

(b) Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000 Combined Single Limit.(c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X,C,U perils). The OWNER is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Blanket Additional Insured endorsement, either form must be acceptable to the OWNER. The coverage is primary as to the work of the ENGINEER for the OWNER and includes separation of insureds (cross liability). Additional Insured status will be certified to the OWNER for a period of five (5) years following completion of the project. The General Liability shall cover claims for or to persons or damage to property arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

In the alternative, the ENGINEER may substitute a claims made policy in the same amounts and for the same coverages, provided that it has full prior acts coverage and a five (5) year Extended Reporting Period included in the current policy.

(d) Professional liability insurance to include coverage for the Owner and all Subs, Engineers and Design Consultants, with a minimum annual policy limit of \$5,000,000 per claim and in the aggregate. The Owner may increase the limit requirements where in the opinion of the OWNER such increase is desired. The policy shall contain a five (5) year Extended Reporting Period, or the Engineer will furnish the Owner evidence of continuing coverage for that same period of time after completion. The Retro-active date under the policy will predate any work for the Owner. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to the Owner in the event of termination or non-renewal. The Owner may elect to obtain a PROJECT or Owner’s policy on a primary

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or excess basis. The Engineer will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Engineer.

(e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$5,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.(f) ENGINEER will furnish a Certificate of Insurance to OWNER for coverages (1) Workers' Compensation/Employers Liability; (2) Automobile Liability; (3) Commercial General liability; (4) Professional Liability; and (5) Umbrella Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to the OWNER in the event of termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming the OWNER as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

Waiver of Subrogation - ENGINEER waives subrogation against OWNER as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

(g) Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, the OWNER shall not be responsible for any deductibles established by such policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide ENGINEER all data in OWNER'S possession relating to ENGINEER'S services on the Task Order. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER unless OWNER notifies ENGINEER otherwise. ENGINEER shall, however, endeavor to observe defects or deficiencies and shall promptly bring the same to the attention of the OWNER in writing.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER'S performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests

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of equipment, machinery, pipelines, and other components of OWNER'S facilities as may be required in connection with ENGINEER'S services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the applicable Task Order, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER'S services or Project construction.

5.4 Timely Review

OWNER will examine ENGINEER'S studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER, in a timely manner.

5.5 Prompt Notice. OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER'S Services, or of any defect in the work of ENGINEER or construction contractors. OWNER shall have no affirmative duty to examine ENGINEER'S delivery of services for the purposes of observing or becoming aware of such developments or defects.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will notify OWNER, and if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 OWNER recognizes that ENGINEER assumes no risk and/or liability for a waste or hazardous waste site originated by other than ENGINEER unless contamination from

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such waste or hazardous waste results from the negligence or breach of this Agreement by ENGINEER.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees that construction contracts shall include the provisions of Article 4.3, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER agrees that construction contracts shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy for the Contractors' contractual negligence or omission liabilities.

5.8 OWNER'S Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.

5.8.2 OWNER will not waive subrogation against ENGINEER for property losses unless waiver is acceptable to property (Builders Risk) insurance underwriter and the cost of such waiver, if any, is paid by ENGINEER.

5.8.3 OWNER reserves the right to obtain the Builders Risk coverages that are required to be placed by the contractor. The OWNER may elect to obtain soft cost coverages, which will be added to the Builders Risk.

5.8.4 OWNER shall be responsible for purchasing and maintaining OWNER'S usual liability insurance, if any.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER unless any litigation or claim concerns the adequacy or fitness of any work product furnished, or services performed, by ENGINEER in which event ENGINEER will provide at its own cost and expense such assistance as may be necessary to defend any such litigation or claim. All other such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT and except as provided hereinabove, will be reimbursed as mutually agreed.

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5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER'S cost of, or time required for performance of, the services, an equitable adjustment will be made through an amendment to this AGREEMENT. If the parties are unable to agree with respect to any compensation due ENGINEER for any extra work ordered by OWNER, ENGINEER shall be paid in accordance with the COST REIMBURSABLE- BILLING RATE SCHEDULE (TIME AND EXPENSE) as set forth in Attachment "B".

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

6.1.1 Execution of this AGREEMENT by OWNER, and execution by OWNER of each applicable Task Order, will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in writing.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for the pertinent Task Order, whether the Task Order is completed or not and same shall become property of OWNER. OWNER agrees to indemnify ENGINEER and ENGINEER'S officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these Task Order documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted if applicable.

6.4 Termination

6.4.1 This AGREEMENT, or any discrete Task Order arising here from, may be terminated by Owner without cause, for convenience, on 30 calendar days' written notice to Engineer. This AGREEMENT, or any discrete Task Order arising here from, may be terminated for cause if either party fails substantially to perform through no fault of the

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other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter (except as modified by the provisions of Section 3.2.3).

6.4.2 Upon termination for convenience, ENGINEER will be paid for all authorized services performed up to the termination date.

6.5 Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER'S contract price and schedule shall be equitably adjusted if appropriate.

6.6 No Third-Party Beneficiaries

6.6.1 This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.7 Indemnification

6.7.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for delay, property damage or bodily injury, including death, or other losses, to the extent caused by the breach of the ENGINEER'S duties hereunder or by the negligence or willful misconduct of ENGINEER, ENGINEER'S employees, affiliated corporations, and subcontractors in connection with the Services performed under Task Orders issued hereunder.

6.7.2 To the extent allowed by law, OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the Services performed under Task Orders issued hereunder.

6.7.3 ENGINEER agrees and acknowledges that it is fully and completely liable and responsible to OWNER for the performance of its consultants, subcontractors, employees, agents, representatives, and others under contract with ENGINEER, or hired by ENGINEER, in connection with any services performed for OWNER.

6.8 Assignment

This is a personal Services Agreement. ENGINEER shall not have the power to, nor will it assign any of the duties or rights or any claim arising out of or related to this Agreement,

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whether arising in tort, contract or otherwise, without the prior written consent of OWNER. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

6.9 Jurisdiction

The substantive law of the state of the State of Georgia shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

6.10 Severability and Survival

6.10.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.10.2 The indemnities and other express representations shall survive termination of this AGREEMENT for any cause.

6.11 Materials and Samples

Any items, substances, materials, or samples removed from any project site for testing, analysis, or other evaluation will be returned to the project site within 60 calendar days of Task Order close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.12 ENGINEER'S Deliverables

ENGINEER'S deliverables, including record drawings, are limited to sealed and signed hard copies. Computer generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at OWNER'S sole risk.

6.13 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. However, no party is obligated to use alternate dispute resolution absent its written consent.

6.14 Development and Systems Integration Confidentiality

Under this AGREEMENT, ENGINEER may develop programs and software that are of a confidential nature in performing the work authorized by Task Orders. OWNER may use

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products developed under the Systems Integration for its internal business use. OWNER may also make copies and integrate these products into other programs for its internal business use. OWNER'S alteration and use of any products shall be at OWNER'S sole risk.

Confidential information under this provision shall mean all information disclosed by either party assigned hereunder, which relates to past, present and future research, development and business activities except such information as is previously known to or is publicly disclosed to either prior to or subsequent to this AGREEMENT. Both parties shall hold all such information in trust and confidence, except as may be authorized by either party in writing to support this obligation of confidence. ENGINEER entrusts confidentiality in the interest of the OWNER. Notwithstanding any other provision set forth herein, information subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et al, or subject to disclosure under any other law or order of court, shall not be deemed confidential for purposes of this Agreement.

6.15 Duration of Agreement

A. This Agreement shall terminate absolutely and without further obligation on the part of the OWNER at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, if renewed.

B. Notwithstanding the above, in the event there are then outstanding, uncompleted Task Orders, this Agreement shall terminate absolutely and without further obligation on the part of the OWNER at the close of the Agreement term which will be three (3) years (36-month period).

C. The Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the OWNER under the Agreement.

D. This Agreement is not deemed to create a debt of the OWNER for the payment of any sum beyond the calendar year of execution or, in the event of renewal, beyond each calendar year of renewal.

6.16 Title to Supplies

If applicable, title to any supplies, materials, equipment, or other personal property shall remain with the vendor until fully paid for by the OWNER.

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ARTICLE 7. ATTACHMENTS, SCHEDULES AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A – Task Order/Scope of Services form.

Attachment B – COST REIMBURSABLE – BILLING RATE SCHEDULE (TIME AND EXPENSE) Compensation provisions.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, **CLAYTON COUNTY WATER AUTHORITY**

Signature: _____

Name (printed): H. BERNARD FRANKS

Title: CHIEF EXECUTIVE OFFICER

Dated this _____ day of _____, 20_____.

Attest:

Clerk for the Board of Directors

CLAYTON COUNTY WATER AUTHORITY

For ENGINEER, _____

Signature: _____

Name (printed): _____

Title: _____

Dated this _____ day of _____, 20_____.

Attest:

Secretary for ENGINEER.

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ATTACHMENT A

Task Order No. _____

This attachment is to the AGREEMENT for On-Demand Engineering Services between _____ (“ENGINEER”), and **CLAYTON COUNTY WATER AUTHORITY (“OWNER”)**, dated _____, for a PROJECT titled _____.

All terms and conditions of said Agreement are incorporated herein by reference.

The purpose of this Task Order is as follows:

ARTICLE 1. SCOPE OF SERVICES

ENGINEER agrees to furnish OWNER the following specific services:

ARTICLE 2. COMPENSATION

Compensation by owner to ENGINEER will be as follows:

Compensation for the Scope of Services shall be in accordance with the terms specified in the Standard Agreement for Professional Services. Compensation will be on a Billing Rate Schedule basis (time and expense), as provided for in Attachment B to this AGREEMENT, with a maximum not to exceed amount of _____ without prior written approval from the OWNER.

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ARTICLE 3. SCHEDULE

This Task Order will become effective when a Notice to Proceed is provided. The PROJECT will be completed within _____ days after the Notice to Proceed date.

This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, **CLAYTON COUNTY WATER AUTHORITY**

Signature: _____

Name (printed): H. BERNARD FRANKS

Title: CHIEF EXECUTIVE OFFICER

Dated this _____ day of _____, 20_____.

For ENGINEER, _____

Signature: _____

Name (printed): _____

Title: _____

Dated this _____ day of _____, 20_____.

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ATTACHMENT B – COMPENSATION

ARTICLE 1. COST REIMBURSABLE - BILLING RATE SCHEDULE COMPENSATION

Payment by OWNER to ENGINEER shall be as follows:

A. BUDGET and COMPENSATION

Prior to execution of each Task Order, a budgetary amount will be established and agreed upon for services outlined in Article 1 of the Task Order. ENGINEER will make reasonable efforts to complete the work within the budget and will keep OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is OWNER obligated to pay ENGINEER beyond these limits. When any budget has been increased, ENGINEER'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase provided ENGINEER provides written notice to OWNER of such excess costs prior to any approved increase.

For each task order, ENGINEER will be paid on Time and Expenses basis, according to the details in the following sections, up to the Budget amount provided by ENGINEER for said Task Order. There shall be no service charge due on sales and use taxes.

B. LABOR RATE SCHEDULE

ENGINEER will be paid hourly rates for labor for work performed on each Task Order, according to the Billing Rate Schedule under Section E of this Article. On January 1st of each calendar year, each billing rate will automatically increase by 2.5%. These rates will be effective for all labor completed during the following calendar year.

C. DIRECT EXPENSES

OWNER will reimburse ENGINEER for Direct Expenses, plus applicable sales and use taxes, incurred for the project. Direct expenses include, but are not limited to, non-local travel costs, reproduction/printing, postage and delivery, and field equipment. There shall be no service charge due on sales and use taxes.

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ENGINEER staff who are based within the Atlanta-Sandy Springs-Alpharetta, GA Metropolitan Statistical Area, as such Area is designated by the United States Office of Management and Budget, (local staff) will not bill travel costs. Non-local staff will bill travel costs, including rental cars, airfare, and automobile mileage costs at the current Internal Revenue Service standard mileage rate.

DIRECT EXPENSES will be billed at actual cost at no markup. ENGINEER must provide invoices to OWNER to receive payment.

D. SUBCONTRACTORS

For engineering services performed by a SUBCONTRACTOR to the ENGINEER, in which case the SUBCONTRACTOR has a current Standard Agreement for Professional Services with OWNER, ENGINEER will bill SUBCONTRACTOR services at the rates provided in the Standard Agreement for Professional Services between the SUBCONTRACTOR and OWNER.

For engineering services performed by a SUBCONTRACTOR to the ENGINEER, in which case the SUBCONTRACTOR does not have a current Standard Agreement for Professional Services with OWNER, ENGINEER will bill SUBCONTRACTOR services at the rates negotiated between ENGINEER and SUBCONTRACTOR.

SUBCONTRACTOR costs will be billed to OWNER at no markup.

E. BILLING RATE SCHEDULE

[Insert Cost Proposal Form – Billing Rate Schedule]

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Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

Personally appeared before the undersigned officer duly authorized by law to administer

Oaths _____
who, after being first duly sworn, depose and say that they are all the officers, agents,
persons or employees who have acted for or represented _____

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the
following Project: **On-Demand Engineering Services**, and that said _____

_____ has not by (himself, themselves) or through any persons, officers, agents or employees
prevented or attempted to prevent by any means whatsoever competition in such
proposing; or by any means whatsoever prevented or endeavored to prevent anyone from
making a proposal therefore, or induced or attempted to induce another to withdraw a
proposal for said work.

ATTEST: _____ By: _____
Proposer

By: _____ By: _____
Name Name

Title: _____ Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

My Commission expires: _____

END OF SECTION

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Section 5: Certification of Absence of Conflict of Interest

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST

(O.C.G.A. § 36-80-28)

The undersigned Contractor, who is entering into a contract or arrangement with the Clayton County Water Authority (CCWA), by signing below acknowledges and certifies to follow the requirements below:

- (1) Contractor shall avoid any appearance of impropriety and shall follow all of CCWA's policies and procedures related to the project.
- (2) Contractor discloses below any material transaction or relationship currently known to Contractor that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Contractor, Contractor's employees, agents or subsidiaries. (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

- (3) Contractor shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
- (4) Contractor acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to CCWA entitling CCWA to seek injunctive relief in addition to all other legal remedies.

NAME OF CONTRACTOR

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

DATE

END OF SECTION

ATTACHMENT A

2019 Strategic Asset Management Plan

ATTACHMENT B

[CCWA 2020 Strategic Master Plan](#)

ATTACHMENT C

W-9 Form

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations 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*, earlier.

*Note: The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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. commonwealths and 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.

ATTACHMENT D

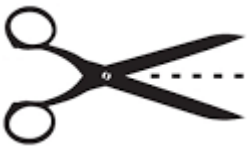
Vendor Form

ATTACHMENT E

Proposal Package Label

PACKAGE LABEL

Please use the label below to properly mark your proposal package, which will help route it to the proper location timely.



DELIVER TO: CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road
Morrow, GA 30260



Attention: PROCUREMENT

ON-DEMAND ENGINEERING SERVICES

2023-PME-14

Due Date and Time: Tuesday, August 22, 2023 at 11:00 a.m. local time

VENDOR NAME: _____

Address: _____

City, State, Zip: _____

ADDENDA