



REQUEST FOR QUALIFICATIONS

SMALL LOCAL BUSINESS ENTERPRISE
ON-DEMAND ENGINEERING SERVICES

ID Number 2021-PME-01

January 2021

Qualification Submittal

Opening Date

Via Virtual Teams Meeting: Tuesday, February 16, 2021 at 2:00 p.m. local time

Non-Mandatory

Pre-Qualification Submittal

Via Virtual Teams Meeting: Wednesday, February 3, 2021 at 2:00 p.m. local time

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Addenda None Issued At This Time

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General Information

Section 1: Request for Qualifications

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

Name of Project: **Small Local Business Enterprise (SLBE) On-Demand Engineering Services.**

The Clayton County Water Authority is soliciting qualification submittals from SLBE vendors on **Tuesday, February 16, 2021 at 2:00 p.m. (local time)** for **Small Local Business Enterprise On-Demand Engineering Services**. Any submittals received after the specified time will not be considered.

A non-mandatory Pre-Qualifications Submittal Meeting will be held on **Wednesday, February 3, 2021 at 2:00 p.m. (local time)**.

Due to the ongoing concerns with the COVID-19 pandemic, CCWA has decided to host the Pre-Qualifications Submittal meeting and Qualifications Submittal Opening as Virtual Teams Meetings. Please use the following call-in instructions to attend both meetings:

[Join Microsoft Teams Meeting](#)

1 912-483-5368

Conference ID: 264 918 47#

CCWA requires participation of Small Local Business Enterprises to respond to this Request for Qualifications (RFQ).

In an effort to promote responsible environmental practices the RFQ 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**. Participating Firms will need to provide contact information and an email address and any file size transfer limits to ensure email transmittals can be made.

*Clayton County Water Authority
By: Robin Malone, Chairman*

END OF SECTION

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Section 2: Overview

2.1 Project Background

Currently, the Clayton County Water Authority (CCWA) is seeking the services of up to three Small Local Business Enterprise (SLBE) firms for On Demand Engineering Services. Under this procurement a “Small Local Business Enterprise firm” is defined as a firm that is certified or has the qualifications to become certified under CCWA’s SLBE program. The requirements for CCWA SLBE Program certification are outlined at: <https://www.ccwa.us/smalllocal-business-program/>. A CCWA SLBE certification must be obtained or applied for no later than February 16, 2021.

The 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 290,000 residents and includes over 85,000 active customer accounts. The CCWA’s major facilities include five water supply reservoirs, three water production plants (with a combined capacity of 42 million gallons per day [MGD]), ground and elevated storage tanks and booster pump systems, three advanced treatment water reclamation facilities (with a combined capacity of 38.4 MGD), engineered constructed wetlands treatment and almost 3000 miles of water distribution and wastewater collection pipelines. Stormwater utility operations manage approximately 40,000 structures and almost 500 miles of conveyance infrastructure.

The services being sought will generally support implementation of the 2020 Strategic Asset Management Plan (SAMP; see Appendix A) and the 2020 Strategic Master Plan (SMP; see Appendix B). The actual work awarded under this contract will depend on available funding and direction by CCWA and may also include projects not specifically listed in the SMP or SAMP. Proposing firms are not required to have relevant experience and qualifications across the three project categories described in Section 2.6. Proposers will indicate the categories of work they are submitting for and will be scored on only those categories of work.

It is the CCWA’s intention to award Master Services Contracts to up to three SLBE firms to support the needs of CCWA. Work would be assigned through Task Orders based on the Firm’s expertise, cost effectiveness, and availability and capability to complete the work. 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. All Task Orders will be issued on “As Needed, When Needed” basis. The initial term of this contract will be three

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years. The contract may be extended on a year-to-year basis for a total of two additional years at by mutual consent of both parties.

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 the firm(s) have not provided expertise or costs that are acceptable to CCWA, CCWA reserves the right to procure services from others.

2.2 Small Local Business Enterprise Participation Requirement

Currently, the Clayton County Water Authority (CCWA) is seeking the services of up to three (3) Small Local Business Enterprise (SLBE) firms for On-Demand Engineering Services. Under this procurement a “Small Local Business Enterprise firm” is defined as a firm that is certified or has the qualifications to become certified under CCWA’s SLBE program. The application and requirements for CCWA SLBE Program certification are outlined at: <https://www.ccwa.us/smalllocal-business-program/>. A CCWA SLBE certification must be obtained or applied for no later than **February 16, 2021**. Submit the completed application and all required documents via email to ccwa_slbe_program@ccwa.us or to the Clayton County Water Authority, Attention: Contracts, Compliance and Risk Management Section, at 1600 Battle Creek Road, 3rd Floor, Morrow, Georgia 30260. Please contact Contracts, Compliance and Risk Management at (770) 960-5880 or ccwa_slbe_program@ccwa.us for more information on CCWA’s SLBE Program.

SLBE means a locally based small business operating inside or outside of Clayton County, which meets the following criteria:

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) Goods and Services – less than 250 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through the Clayton County, the City of Atlanta,

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DeKalb County or the Georgia Department of Transportation and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE.

SLBE's must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

2.3 RFQ Schedule

The planned schedule for proceeding with the selection process for this work is as follows:

Virtual Non-Mandatory Pre-RFQ Meeting	Wednesday, February 3, 2021 at 2:00 PM
Deadline for Questions	Friday, February 5, 2021 at 2:00 PM
Issue Last Addendum	Tuesday, February 9, 2021 at 2:00 PM
Qualification Submittal Opening	Tuesday, February 16, 2021 at 2:00 PM
Short-list Notification (if deemed necessary)	Wednesday, March 31, 2021
Presentations (if deemed necessary)	Thursday, April 15, 2021
CCWA Board Approval	Thursday, May 6, 2021
Planned Start Date	June 2021

During the Request for Qualifications (RFQ) process no firm or individual is to have verbal or written communication on any aspect of this RFQ 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.

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2.4 Qualifications Submission

One (1) original, six (6) bound and one (1) USB (in compatible electronic format) copies 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. No facsimiles will be accepted. At the time specified for the Packet Submission Deadline, the sealed containers shall be publicly opened, and the names of Firms shall be read aloud. The Billing Rate Schedule of the qualification submittal must be sealed in a separate envelope and placed within the completed sealed RFQ submittal package. No other references or mentioning of billing rates or costs should be included in any other section of your submitted qualification. The Billing Rate Schedule is to be opened after the first initial evaluation of the qualification.

2.5 Addenda

To be considered, all questions must be received via email by **2:00 p.m. EST, Friday, February 5, 2021** at **CCWA_Procurement@ccwa.us**. Any and all questions on the RFQ will be answered in the form of an Addendum by email. All Addenda issued shall become part of the RFQ documents.

2.6 Qualifications Submittal Response

Qualifications Submittal Responses shall be limited to a maximum length of 30 pages (not including resumes, brochures, and preprinted information). Each Qualifications Submittal Response should be prepared and presented to include the information outlined below and be tabbed to denote the sections noted below. In order for the Qualifications Submittal Responses to be considered responsive, Sections 1 through 4 need to be complete as described below.

Section 1 - Cover Letter

A letter (3 pages maximum) of introduction and interest on letterhead. Provide the firm's full legal name and address and provide the CCWA SLBE certification number (can be general or provisional certification). If an SLBE certification application is pending, indicate this in the cover letter.

Include information on the firm's history, business activities, number of employees, and ownership. Include telephone number, point of contact and official signature of an authorized company representative. Specifically indicate the client manager and any project managers who have been identified to support this contract. Indicate whether the firm operates as a single proprietorship, partnership, or corporation.

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Section 2 - Company Experience

Clearly identify the project category or categories (A, B, and C below) that CCWA is to consider in the evaluation of the RFQ. Provide a listing of company experience (projects) profiling relevant expertise summarized by the project categories below. Provide a table/matrix to identify company experience (projects) against the project categories.

- A. Asset Management. Overall support with integrated utility management (asset management program to support strategic objectives, performance enhancement, etc.). Technical support of projects outlined in our Strategic Asset Management Plan (Appendix A), which are categorized as the following project types:
- Organizational Readiness – Prepare CCWA to implement improved asset management policies and practices and develop a mature asset management culture, elevate staff engagement, and provide asset management focused workforce training.
 - IT/Data Management/Usage – CCWA utilizes Cityworks and J.D. Edwards (JDE) for linear and vertical asset management, respectively. Improve the management and tracking of asset data in supporting technology tools by tracking asset data in an optimized manner so that it can be used to inform asset management decision-making. experience with
 - Work Management – Develop procedures to balance preventive vs. corrective work, standardize the business process that manages work across the organization, improve communication about priorities, and effectively and efficiently execute and document work by staff.
 - Maintenance and Reliability – Effectively analyze and use data to prevent asset failures, and repair and replace aging assets at the appropriate times so that overall risk is mitigated to an acceptable level.
 - Planning and Scheduling – Plan and schedule work to optimize resource usage and avoid down times.
 - Metrics and Performance – Extract data and information from supporting technology to report, understand, and improve asset management performance. This includes vertical and linear asset data.

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- Operator Driven Reliability – Improve the stability and repeatability of key business and work processes and maximize the useful life and daily output of assets.
- B. Water and Wastewater Facilities. Technical support of projects outlined in our Strategic Master Plan (Appendix 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.
 - Pumping evaluation and detailed design.
 - Back-up power generation systems.
 - Instrumentation and control systems.
 - Facility optimization.
 - Construction management.
 - Emergency response planning.
 - Constructed wetlands, indirect reuse.
 - Wastewater sludge pelletizing/solids management and reuse.
 - Regulatory and permitting assistance.
- C. Stormwater. Technical support of projects outlined in our Strategic Master Plan (Appendix 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.
 - Utility management/rate structure-financial analysis/guideline-policy development, alternative funding methods.
 - Public meeting and public information support; stakeholder support (County/City engagement).
 - Stormwater/drainage/hydrology analysis and design.
 - Mitigation site and mitigation bank management.
 - Floodplain management program support (CLOMR/LOMR/No-Rise expertise, RiskMap/MapMod).

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- Regulatory, permitting, and reporting assistance (FEMA, USACE, NPDES MS4, NPDES WPP) and knowledge of local model ordinances.
- Georgia SWMM/GADOT/Clayton County drainage requirements/design.
- Geographic information system (GIS), Cityworks expertise.
- Development plan review (water, sewer, stormwater, and floodplain).

Section 3 - Project Team

Note the total employees and resources of the company, and the number of offices/locations/local staff. Provide a summary of the firm's expertise, technical resources, and quality assurance/ quality control procedures.

For expertise and resources, provide an organizational chart showing business and technical staff for key personnel and any subcontractors (including their title) proposed for the work. Specify the discipline or role for each person and subcontractor identified. Provide a summary resume for all key staff and subcontractors, including current project assignments, completion dates, and percentage availability. Full resumes may be included in an Appendix and will not be included in the page limit. Provide a table/matrix to identify all members of the proposed project team with respect to the project categories included in Section 2 and with respect to the reference projects included in Section 4.

For technical resources, also 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. Include specific Computerized Maintenance Management System (CMMS) experience with Cityworks and JDE.

Additionally, provide a summary of your procedures for ensuring quality and safety, including a statement on how you address schedule management, cost control, and deliverable QA/QC.

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 Contractor, proposed partners and any proposed sub-contractors.

Section 4 - Project Descriptions/References.

Provide up to 5 one-page descriptions of recent projects that are representative of

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the project categories that demonstrate experience and highlight the project team's ability to successfully complete the work. Provide name of client, a brief description of the work, dates/completion status, reference contact information (phone, email, and mailing address), schedule, and cost outcomes.

2.7 Evaluation Criteria

Qualifications will be evaluated by CCWA staff and ranked based on the table below. Each item from the table below will be evaluated only against the project categories that were identified in above "Section 2 – Company Experience" (e.g., for firms submitting qualifications for Category C, Water and Wastewater Facilities, the cover letter, company experience, project team, and project description references will only be evaluated with consideration to this category). Ranking of qualifications and proposed contract award will be made at the sole discretion of the CCWA.

If it is determined that the Participating Firm is not qualified to be or become certified under the CCWA SLBE Program, the Participating Firm will be considered non-responsive.

Item	Criteria	Points
1	Cover Letter and Company Experience	35
2	Project Team	35
3	Project Descriptions/References	30
	Total Possible Points	100

2.8 Billing Rate Schedule

In order for the Qualifications Submittal Response to be considered responsive, a Billing Rate Schedule must be provided. The Billing Rate Schedule should be provided on the Participating Firm's own form. Provide a classification schedule of employees by billing category showing hourly rates that will be used to support this work. Provide a complete, detailed listing noting hourly rates, expense categories, subcontractor rates/categories and markups.

Please note this Billing Rate Schedule for this RFQ package must be submitted in a sealed separate container from the rest of the Qualifications Submittal

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Response. CCWA reserves the right to negotiate rates with any and all Participating Firms that may be awarded work under this Request for Qualifications. Additionally, CCWA reserves the right to negotiate parity in any and all costs with any and all the Participating Firms. Such negotiations are at the sole discretion of the CCWA.

END OF SECTION

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General Requirements

Section 1: Instructions to Participating Firms

These instructions are to be followed by every firm participating in the Request for Qualification (RFQ) process for providing the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the RFQ, and any Participating Firm agrees that tender of a submittal response 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 Participating Firm ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the document, it shall be the Participating Firm's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the submittal response opening and prior to the deadline for questions as outlined in the schedule.
2. Documents may be made available by the CCWA during the RFQ process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the Participating Firm to make its own investigations as to the nature of the work and to make its own independent assumptions as to these matters.
3. Pre-qualification meeting or any other information session will be held virtually as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory, although Participating Firms are strongly encouraged to attend.
4. In the event that, after the acceptance of a submittal response by the Board of Directors of the CCWA, any unsuccessful Participating Firm 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 Participating Firm 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.
5. Information submitted by the Participating Firm in the RFQ process shall be subject to disclosure after 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 submittal responses may not be deemed proprietary.
6. Submittal responses must be accompanied by the enclosed Participating Firm Qualification Information Form (Division 2, Section 4). All copies of any Participating Firm Qualification Information Forms must be signed in ink by the person or persons authorized to sign the Participating Firm Qualification Information Form. The person signing the Participating Firm Qualification Information Form must initial any changes or corrections.

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Section 1: Instructions to Participating Firms

7. The name of the person, firm, or corporation submitting the response must be printed in ink, along with the Participating Firm's signature at part of the submittal. If a submittal response 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 submittal response 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 submittal response.
8. All submittal responses 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 submitting the response shall deliver it in a sealed envelope on or before the date and time specified in the RFQ package. The envelope shall be marked "**Sealed RFQ Response**" and carry the RFQ title and date and time of opening as set forth in the RFQ package. The envelope shall also bear the name of the party submitting the response and the party's address. Address submittal responses to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*.
9. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Firm's submittal response. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the Participating Firm 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.
10. Submittal responses shall not be withdrawn or cancelled by the Participating Firm past the qualification opening date and time. The Participating Firm may make modifications/ corrections to their submittal response by submitting a corrected sealed response but only if the change is prior to the qualification opening. The corrected document should be clearly marked that it supersedes the submittal response originally submitted. No modification or corrections will be allowed subsequent to the qualification opening.
11. By tendering submittal response, a Participating Firm agrees to leave their response open for acceptance by the CCWA for one hundred twenty (120) days after the date set for the opening thereof.
12. By tendering a submittal response, the Participating Firm certifies that the Participating Firm has carefully examined these instructions and the terms and specifications applicable to and made a part of the submittal response. The

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Section 1: Instructions to Participating Firms

Participating Firm further certifies that the prices shown in any schedule of items on which the Participating Firm is proposing are in accordance with the conditions, terms and specifications of the RFQ documents and that they are aware that any exception taken thereto may disqualify the submittal response. Participating Firms are required to inform themselves fully as to the availability of materials and the conditions relating to services 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 Participating Firm shall merit withdrawal of the submittal response.

13. Copies of all communication pertaining to submittal responses must be sent to the Contracts, Compliance and Risk Management Section.
14. The Participating Firm must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other contractors.
15. The successful Participating Firm must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
16. The Contract between the CCWA and the Participating Firm 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, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
17. Failure to execute the Contract 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 any other Participating Firm, or the work may be re-advertised by the CCWA.
18. Any Contract shall be executed in duplicate.
19. Award of a contract from this RFQ shall be by action of the CCWA Board at its regular monthly meeting.
20. The CCWA reserves the right, with or without notice or cause, to accept any submittal responses regardless of the amount thereof; to reject any submittal responses, or any number of submittal responses; to negotiate with any Participating Firm for a reduction of or alterations in its submittal response; to reject all submittal responses and to call for additional responses upon the same or different requests for qualifications; to be sole judge, in its discretion, on all questions as to whether or

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Section 1: Instructions to Participating Firms

not a submittal response complies with the request for qualifications and as to the solvency and sufficiency of any and all sureties on all bonds.

21. Firms must be certified as Small Local Business Enterprises in order to participate in this RFQ process, with the understanding that a CCWA SLBE certification must be obtained or applied for no later than February 16, 2021.
22. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Participating Firm 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 RFQ and contract document. The Participating Firm further agrees that such compliance shall be attested by the Participating Firm 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 **General 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

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Section 2: Risk Management Requirements

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 \$2,000,000 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

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Section 3: Required Qualification Submittals

3.1 Required Submittals

The following forms are required to be included as part of the qualifications submittals. Failure to include any of these items may result in the submittal response being deemed non-responsive:

- A. Submittal Response, as described in Division 1, Section 2.6.
- B. Billing Rate Schedule, as described in Division 1, Section 2.8 (to be provided on Participating Firm's own form)
- C. Participating Firm Qualification Information Form.
- D. Georgia Security and Immigration Compliance Act of 2006 Form.
- E. Contractor Affidavit and Agreement Form.
- F. Subcontractor Affidavit Form.

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

Clayton County Water Authority (CCWA) cannot consider any proposal 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 Participating Firms 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.

- G. Any other items as required in this RFQ including but not limited to the items contained in the Instructions to Participating Firms.
- H. Non-Collusion Certificate provided on Division 3, Section 4.
- I. W-9 Form (Attachment 1).
- J. Vendor Form (Attachment 2).
- K. Addenda (if any issued)

END OF SECTION

Division 2 **General Requirements**

Section 4: Participating Firm Qualification Information

NAME OF PARTICIPATING FIRM: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE 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 **General Requirements**

Section 5: Contractor Affidavit & 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 **General Requirements**

Section 5: Contractor Affidavit & 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

Name of Contractor (Printed)

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

General Requirements

Section 5: Contractor Affidavit & 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

Name of Sub-Contractor (Printed)

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

END OF SECTION

Division 3

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STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between _____ (“ENGINEER”), and CLAYTON COUNTY WATER AUTHORITY (“OWNER”) 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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- Such COST REIMBURSABLE – BILLING RATE SCHEDULE (TIME AND EXPENSE) as set forth in the attached Exhibit “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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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

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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 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

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estimates. If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, 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

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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.

(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

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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.

(d) Professional liability insurance to include coverage for the Owner and all Subs, Engineers and Design Consultants, with a minimum annual policy limit of \$2,000,000 per

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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.

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

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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 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.

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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 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

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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.

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 attached Attachment "B".

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

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.

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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 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

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.

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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, 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.

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Section 1: Agreement Form

6.12 ENGINEER'S Deliverables

ENGINEER'S deliverables, including record drawings, are limited to the 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 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 the 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

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be one year (12 month period) and at the close of each succeeding one year term for which it may be renewed, if renewed.

- 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.

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.

SIGNATURES ON NEXT PAGE

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Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF, the parties execute below:

CLAYTON COUNTY WATER AUTHORITY

ENGINEER

By: _____
Name: _____
Title: General Manager
Attest: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Attest: _____
Name: _____
Title: _____
Date: _____

[Corporate Seal]

[Corporate Seal]

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Contract Forms

Section 1: Agreement Form

ATTACHMENT A

Task Order No.

This attachment is to the AGREEMENT between _____
("ENGINEER"), and CLAYTON COUNTY WATER AUTHORITY ("OWNER"), for a
PROJECT executed on the ____ day of ____, 20__.

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 outlined in Article 1 shall be in accordance with the terms specified in this Attachment; or Compensation provisions shall be in accordance with the Cost Reimbursable – Billing Rate Schedule (Time & Expense) method described in Attachment B., as modified herein.

ARTICLE 3. INSURANCE

The insurance coverages required for this "Task Order" are shown on the attached insurance exhibit.

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OTHER PROVISIONS

The following provisions shall apply to this Task Order:

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

IN WITNESS WHEREOF, the parties execute below:

CLAYTON COUNTY WATER AUTHORITY

ENGINEER

By: _____
Name: _____
Title: General Manager

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: _____
Date: _____

[Corporate Seal]

[Corporate Seal]

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ATTACHMENT B – COMPENSATION

ARTICLE 1. COST REIMBURSABLE – BILLING RATE SCHEDULE COMPENSATION

Under the Compensation under the Cost Reimbursable-Bill Rate Schedule Compensation method, payment by OWNER to ENGINEER will be as follows:

A. COST REIMBURSABLE-BILLING RATE SCHEDULE (TIME AND EXPENSE)

For services enumerated in ARTICLE 1, engineer shall be paid ENGINEER'S Billing Rates as shown on Attachment B, Exhibit 1, plus Direct Expenses, plus applicable sales and use taxes. There shall be no service charge due on sales and use taxes.

Engineer's billing rates, for each employee category, will be the rates in effect as the time that each Task Order was executed.

(Insert Approved Billing Rate Schedule Here)

B. BUDGET

A budgetary amount, excluding taxes, will be established in the Task Order for services in ARTICLE 1. 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.

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Section 1: Agreement Form

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.

C. BILLING RATES

Billing Rates are those hourly rates charged for work performed on the PROJECT by ENGINEER'S employees of the indicated classifications. These rates are subject to annual contract year adjustment(s) by agreement of both parties, such adjustments may include all allowances for salary, overheads and fees, but shall not include allowances for Direct Expenses, subcontracts and outside services.

D. DIRECT EXPENSES

See attached billing rate schedule.

END OF SECTION

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Contract Forms

Section 2: 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: **Small Local Business Enterprise On-Demand Engineering
Services** 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: _____
Participating Firm

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____

My Commission expires: _____

END OF SECTION

ADDENDA
(None issued at this time)

ATTACHMENT 1

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																																
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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 2

VENDOR FORM



COVER SHEET

Effective:
May 1, 2019

FOR

VENDOR INFORMATION FORM

*The enclosed Vendor Information Form is used by the Clayton County Water Authority (CCWA) for adding vendors to its financial database system that are awarded procurement or service work. This form has two parts. **Part 1** is designed to obtain general company information. Completion of this part is required to successfully add the vendors to CCWA's financial database system. **Part 2** is intended for information gathering purposes only. While information requested on Part 2 is optional to the vendors, it will help the CCWA obtain business ownership classification description from its vendors.*

Product(s) / Service(s) Provided: Select a NIGP code from the drop-down menu. If the code is unknown, you can search it by clicking the link provided on the form. Go to page 5. At the same time, press CTRL-F. This will open a small FIND box on your screen. In the box, type the key word that best describes your goods or services and click NEXT until you find the best fit. **Write down the 5 digit code number and go to the drop-down menu of this Form to select the code.**

For the purposes of executing this document, the following definitions apply:

- **Small Local Business Enterprise (SLBE)** is one that is at least 51% owned by one or more of the applicant individuals identified and a citizen or lawfully admitted permanent resident of the United States. Independently owned and operated with average annual gross receipts for the previous three years not exceeding (1) Construction Firms- \$18,250,000 (2) Professional Services Firms - \$5,500,000, Architectural Firms - \$3,750,000, Engineering Firms- \$7,500,000 and Goods & Services – less than 250 employees. Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.
- **A Woman Business Enterprise (WBE)** is one that is at least 51% owned by a Female, who also controls and operates the business, and is a permanent resident of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.
- **A Minority Business Enterprise (MBE)** is one that is at least 51% owned by one of the minority groups identified below, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.

Minority Groups:

- Hispanic American
 - African American
 - Native American
 - Asian American
 - Pacific Islander
- **A Disabled Citizen Enterprise (DCE) of the US** refers to a business that is at least 51% owned by one or more disabled US citizens, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia, and must be lawfully licensed within the relevant jurisdiction.

Vendor Information Forms should be submitted to the Procurement Department.

For questions related to the verification of certifications, please email

ccwa_slbe_program@ccwa.us



VENDOR INFORMATION FORM

Effective 5/1/19

PART 1

Vendor Name: _____

Phone Number: _____ Fax #: _____

E-Mail Address: _____

Mailing Address: _____

Pay to Address: _____

Same as above

ACH is a way to move money between banks electronically. If you are interested in ACH payments, please complete all of the information below, and attach a copy of a voided check confirming your account information:

Bank Name: _____

Routing No.: _____ Account No.: _____

Account Name: _____

Remittance to Email Address: _____

Vendors should send all invoices to: [CCWA Accounts Payable@ccwa.us](mailto:CCWA_Accounts_Payable@ccwa.us)

Entity Type: Individual/Sole Proprietor Employee Owned Company Partnership
 Privately Held Corporation/LLC Publicly Owned Company Attorney
 Other ... _____

Social Security or Tax Identification Number (TIN): _____

Payment Terms: NET 30 DAYS Other: _____

PRODUCTS / SERVICES PROVIDED:
Provide NIGP Code(s)

For help finding NIGP Codes, click here: [NIGP Code Listing](#)

Required: A signed W-9 form must be submitted with this form.

PART 2

(For information gathering purposes only. You are not required to complete PART 2).

COMPANY'S OWNERSHIP CLASSIFICATION - See Cover Sheet for additional information.

To participate in the Small Local Business Program, please complete the following section:

SLBE Are you certified? Yes No Certifying Agency _____

County of Primary Business Located: _____

If you are certified as one of the following classifications, please check the appropriate box:

WBE MBE * DCE

* IF MBE, PLEASE Hispanic American African American Pacific Islander

CHOOSE ONE ONLY: Native American Asian American

If "Publicly Owned Company" has been chosen, no other designation (Hispanic American, African American, Etc.) may be chosen. This option will serve as your company's classification.

Vendor Information Forms should be submitted to ccwa_slbe_program@ccwa.us.

If your company's ownership is certified as SLBE, WBE, MBE, or DCE with the State of Georgia (GDOT) Certification Program, Clayton County, DeKalb County or with the City of Atlanta, please submit a copy of your business certification (including your phone, fax, and email address) to: ccwa_slbe_program@ccwa.us Certification from any other entity is not needed at this time.

APPENDIX A

A link is provided below:

[5-Year Strategic Asset Management Plan \(2019-2023\)](#)

APPENDIX B

A link is provided below:

[Clayton County Water Authority 2020 Strategic Master Plan](#)