

Request for Qualifications Annual Consultant Services

2023-4

Newton County Water & Sewerage Authority
11325 Brown Bridge Road
Covington, Georgia 30016



www.ncwsa.us

September 14, 2023

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Section 1 Introduction

1.1 Summary

NCWSA (Newton County Water & Sewerage Authority) seeks services from qualified consultants in the areas of engineering, planning, permitting and utility management. We will strive to develop agreements with consultants offering expertise in the specified areas and disciplines before the beginning of the calendar year 2024. The agreements will be considered “on-call,” with task orders issued to the Consultant(s) by NCWSA including general and specific tasks matched to the consultant’s area of expertise. The agreements will be renewable as discussed later in this document.

1.2 Solicitation

This Request for Qualifications for Annual Consultant Services (the Project) invites Statements of Qualifications (SOQ), from consultants according to the requirements set forth in this RFQ, including the format and content guidelines specified. SOQs will be reviewed and evaluated by the NCWSA selection team and ranked in the order of most qualified using the criteria and process described herein.

Upon completion of the evaluation process, NCWSA will contact all Respondents. NCWSA will conduct interviews with those firms scored as most qualified. Based on the needs projected of NCWSA, we will seek multiple awards.

1.3 Agreement Renewal

Agreement(s) executed following award selection are intended to be multi-year agreements. The initial term will be for one (1) year beginning on or about January 2024, and will automatically renew for up to four (4) successive, one-year periods, for a total of five (5) years, unless either party gives written notice on or before September 30th of any year in which the agreement is in effect.

1.4 Open Records

All materials submitted in connection with this RFQ will be public documents and subject to the Open Records Act and policies of the NCWSA. All such materials shall remain the property of NCWSA.

If the Consultant has notified the Owner Contact that the Consultant’s submittal contains trade secrets, proprietary commercial or financial information, which is privileged and confidential,

NCWSA will, to the extent provided by law, endeavor to protect such information from disclosure. Consultant will be notified in writing by owner if proprietary information is requested and Consultant will be given an opportunity to request from the Georgia Attorney General that the information be withheld. The final decision as to what information must be disclosed, however, lies with the Georgia Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Consultants shall not be permitted to mark their entire SOQ as proprietary.

Section 2 Consultant Services

2.1 Description of Needs

NCWSA has ongoing needs for planning, permitting, studies, survey, engineering, design, management, and construction phase services in support of our Capital Improvement Program. The 5-year CIP includes implementation of some previously designed projects. NCWSA may seek and select, through separate procurement firms to implement or construct various projects.

2.2 Capital Improvements Program

The Capital Improvements Program, excerpted from the NCWSA Fiscal Year 2024 Budget is found under Attachment A. This excerpt describes key projects scheduled for implementation along with other needs in our Program.

2.3 Categories of Consultant Services

Consultants may choose one or both of the following Categories for consideration. Our project needs can be summarized into the following categories, task areas and sample subtasks:

2.3.a Category A – Consulting Services

Category A broadly includes surveying, planning, engineering and permitting services.

- Topographic and aerial surveys: Survey in support of engineering and construction.
- Ecological and environmental permitting: Biology, NEPA, USACE, EPD activities.
- Water resource planning: Watershed activities, water, and wastewater demand projections.
- Water and sewer hydraulic modelling: Capacity studies, flow monitoring.
- Conceptual and preliminary engineering studies.
- Building and site architecture: Pumping stations, offices.
- Water and wastewater lines and pumping stations (engineering, design, services during construction) including utility relocation for transportation projects.
- Wastewater process engineering: permitting, rehabilitation, expansion, industrial reuse, biosolids.
- Electrical and I&C engineering and design: Pumping station electrical rehabilitation & SCADA.
- CMMS / Asset Management: Support in development/implementation of program.
- Water conservation / loss reduction: Identify areas of need review of water audit.
- Policy assistance.

2.3.b Category B –Management Services

Category B broadly includes financial, 3rd party services during construction, and operations assistance.

- Water and sewer rate consulting and financial modelling: Budget review and assistance, annual update of financial model, revenue sufficiency, cost of service analysis.
- Business case evaluations: Financial studies.
- Industrial pretreatment program assistance.
- Owner's Representative.
- Construction administration 3rd Party Project documentation.
- Construction observation 3rd Party Onsite project representative, inspections.

2.4 Responsibilities of NCWSA

NCWSA, through our assigned project manager(s), will administer the services and work cooperatively with the selected firms to fulfill our Owner responsibilities in a timely manner. We will facilitate the firms' efficient performance of services. Our commitments include:

- Clearly outlining project requirements.
- Timely review of work products and deliverables.
- Issuing timely responses to the Consultant.
- Furnishing existing studies, drawings, utility locates, plans, specifications, shop drawings, data, information, and other documents to assist the consultant in their assigned Tasks.
- Funding the Project(s) and rendering timely compensation.
- Reimbursing for permitting fees, as needed.
- Assisting in obtaining permits, as needed.

Section 3: Procurement Process

3.1 Registration

Each potential Respondent must register with an email to the Owner Contact no later than 5:00 p.m., September 28, 2023. Identify and provide full contact information for the firm's primary point of contact for any future documents, notices, and addenda associated with this RFQ.

3.2 Communications

The Owner Contact will act as the sole point of contact for this RFQ and will administer the RFQ process. All communications should be submitted in writing via email, and specifically reference this RFQ. This RFQ is subject to revision after the date of issuance via written Addenda. Any such addenda will be distributed directly to known Respondents via email. All questions and responses will be shared by Addenda with all parties having acknowledged the RFQ. The deadline for questions is October 2, 2023. Please direct questions to the Owner Contact as follows:

Laurie E Ashmore, P.E.
Chief Engineer
NCWSA
11325 Brown Bridge Road
Covington, GA 30016
Phone: (770) 385-3920
Email: la@ncwsa.us

Please note that verbal communications with the Owner Contact or other individuals are not binding. Except for the Owner Contact or specified delegates, no contact with staff, Board Members, or any public official concerning the RFQ during the procurement process is allowed. Violation of this provision may result in disqualification of Respondent.

The Owner's Contact may designate alternate contacts to address specific inquiries.

3.3 Schedule

The anticipated procurement schedule is as follows:

Issue RFQ	September 14, 2023
Submit SOQ	October 17, 2023; 2:00 p.m.
Interviews	October 25-November 1, 2023
Award	November 15, 2023
Notice To Proceed Effective	January 1, 2024

Section 4: Submittal Requirements

4.1 Submittal and Due Date

Based on Categories chosen by Respondent, publish and deliver the SOQ(s) no later than October 17, 2023 at 2:00 p.m. local time, addressed to the Owner Contact.

One original hard copy SOQ must be submitted. In addition, a USB drive containing the digitally published version (PDF) must be included in the submittal.

Each Respondent assumes full responsibility for timely submittal of its SOQ at the required location.

The Respondent shall furnish and sign all information required by the RFQ. An authorized agent of the company must sign on behalf of the firm.

4.2 Format

NCWSA values brevity. For either Category, A or B, please provide ten (10) pages or less, (excluding resumes, project sheets and appendices), conveying the Respondent's transmittal letter, qualifications, experience, and project management approach. An 11 X 17-inch sheet size used for a team chart or other exhibit will count as 1 page.

If Respondent requests consideration in both Categories, two (2) submittals are required.

All other items required should be included in the appendices. Limit total page count to 60 or less, 8.5 X 11-inch equivalent, minimum 11-point font.

4.3 Contents

4.3.a Letter of Interest

Provide a 1-page Letter of Interest describing how the Authority will benefit with your firm serving as a trusted advisor. In this letter, please acknowledge receipt of all Addenda.

4.3.b Team and Qualifications

The ten (10) pages should demonstrate how your firm's team, qualifications, and experience fill our needs as we implement our Capital Improvements Program.

Category A – Consulting Services: Respondents should possess and demonstrate significant firm and key team member experience in the water and wastewater industry for municipal, public or private agencies. Engineering Respondent’s key team members, including the Project Manager and Project Engineer(s), should be licensed Professional Engineers in the State of Georgia.

Respondents on non-engineering disciplines and professions should demonstrate credentials in their respective fields, such as PWS, AICP, RLS etc.

Category B – Management Services: Respondents should possess and demonstrate significant firm and key team member experience in the water and wastewater industry for municipal, public or private agencies.

Respondent’s offering key team members for Construction Phase services should possess Professional Engineer’s License in the State of Georgia and/or certifications such as PMP CCM DBIA other milestone qualifications.

Consultants from disciplines other than construction, such as Financial Analysis/Rate Setting, Wastewater Operations, etc., should demonstrate similar professional credentials such as CPA, Class I Operator, etc.

4.3.c Experience

The SOQ must describe the experience of the firm and Project team members on projects relevant to the Tasks described in the Categories of Consultant Services. The Respondent should include reference projects to demonstrate relevant experience.

Category A: The Consultant should demonstrate extensive service category project experience and familiarity with NCWSA facility through providing reference project information sheets on projects completed within the past 10 years. Active projects that are over 90 percent complete may be referenced.

Projects should reflect work on infrastructure of comparable size and complexity to NCWSA facilities.

Category B: The Consultant should demonstrate extensive service category project experience and familiarity with NCWSA facility through providing reference project information sheets on projects completed within the past 10 years. For Owner’s representative services, include source of funds utilized for project: GEFA, SPLOST, Revenue Bonds, Owner’s funds, or other government financing.

Respondents considering one or both Categories should highlight ten (10) relevant projects for the respective Category. Relevant Project sheets may be included in the Appendix. If both Categories are contemplated, then a separate submittal should be made for each Category.

Each project description shall contain the following information:

- Owner
- Owner contact information (including email address)
- Role of firm
- Contract value
- Schedule
- Year completed
- Description of the project demonstrating relevance to the Authority’s needs

- Project approach. Specific details that indicate where the Consultant/Major Subconsultant's approach saved either cost or time for the client. Any details that indicate a unique approach or alternate delivery method.
- Key team members involved in the relevant projects, along with a concise description of the role and responsibilities of each.

4.3.d Resumes

Include resumes for key team members in the Appendix. Resumes should be 1-page maximum length.

4.3.e Project Management Approach

Include within the ten (10) pages, your firm's approach for achieving outstanding results for a hypothetical (or real) assigned Task under this Project. Provide a real-life example(s) of where this approach has been successful.

Please connect these real-life example(s) to the relevant projects included in the Appendices.

4.3.f Billing Rates

Also in the Appendix, provide the firm's initial term hourly billing rate schedule including the key personnel and others involved in the work. Billing rates should be expressed as labor grades comprising all disciplines to be offered. Provide a breakdown of the billing rates consisting of the federally audited overhead rate, costs, and any general and administrative costs that may be applied to costs, and profit and will build to specific billing rates. The schedule should include any billing multipliers to be assessed on expenses or sub-consultant charges. Map key personnel to the billing rate schedule. Consultants may request increases to their fixed billable rates (based on verified increases to the overhead and costs used for initial negotiation) by September 30th of the calendar year prior to the start of the second and subsequent years of the contract.

Provide a description of how the firm expects to be compensated (hourly with estimated maximum, lump sum, etc.) for various types of assignments. NCWSA may request services to be compensated on a lump sum basis (small designs, studies, etc.) in addition to tasks compensated on a time and materials basis.

4.3.g Value Added Services

Along the same lines of the project management approach, explain a service offered by your firm that fits a niche or is a differentiator from the competition.

Section 5: Evaluation and Selection

5.1 Evaluation Criteria

A selection team comprised of NCWSA staff will evaluate and rank the responsive SOQs that best satisfy the Project requirements. The selection team will apply the evaluation criteria below.

Evaluation Criteria	Value
Team and Qualifications	35
Experience	25
Project Management Approach	20
Cost Efficiency of Billing Rates	10
Value Added Services	10

5.2 Selection Process

After evaluation and recommendations for selections, NCWSA will notify Respondents. The selected Respondent(s) will be awarded based on the outcome of negotiation of the final terms of the Agreement for Professional Services.

Section 6: Additional Required Content

The proposed agreement is included in Attachment B . Please include the following in the SOQ's Appendix:

- Firm's comments, if any, on the proposed agreement for consulting services.
- Provide Sample Certificate of Insurance meeting requirements found in agreement.

Respondents are required to complete the forms in Attachment C and return them in the SOQ including:

- Consultant's Affidavit (E-Verify)
- SAVE Affidavit
- W-9

Attachment A
Capital Improvements Program

Project Descriptions and Impacts – Capital Projects – FYE 2024

Water System

1. **East Newton Water Transmission System Projects** - With the development of the Stanton Springs Research Park, it will be necessary for the Authority to design and construct transmission water mains and 1.5 MG elevated water tank that will support the daily demands and necessary fire flows to support the types of large commercial companies that have been and will be established within the Authority's service territory. The transmission mains are complete and in service as of June 2023 with the tank currently in progress.

Estimated Probable Project Cost: \$35,524,000

Estimated Completion: FYE 2026

Operating Budget Impact: This interconnect will have minimal impact on the water system and the elevated water tank will be added to the tank maintenance program in the future. Upon completion of the project it is expected that end-user sales will increase from the Stanton Springs Research and Development Park large commercial customers currently under development and home to Takeda Pharmaceuticals, Morning Hornet and Baymare Data Centers, and future home to the Rivian Advanced Auto Manufacturing Plant. Revenue projections have been included in the five-year forecast.

2. **GDOT W&S Relocations for Road Improvements** – Various sized utility relocation projects due to GDOT/Newton County projects (road widening, intersection improvements, bridge replacements) within state-owned/county roadways.

Estimated Probable Project Cost: \$18,649,000

Estimated Completion: Ongoing

Operating Budget Impact: Water lines have minimal impact. Adjustments are made during the development of the annual budget.

3. **Water Main Extensions - Hydraulic & Quality Improvements** – These projects are determined by the in-house engineering staff based on the hydraulic needs of the water distribution system.

Estimated Probable Project Cost: \$1,386,000

Estimated Completion Date: Ongoing

Operating Budget Impact: Water lines have minimal impact. Adjustments are made during the development of the annual budget.

4. **Stanton Springs Surge Control** - This project involves installing surge control infrastructure to reduce the pressure spikes/hammer that occurs within Stanton Springs.

Estimated Probable Project Cost: \$539,000

Estimated Completion Date: FYE 2024

Operating Budget Impact: There will be annual maintenance on the surge devices and these costs are included within the operation expenses within the system maintenance line item.

5. **Service Area Exchanges with the City of Covington** – NCWSA and Covington have agreed to exchange water/wastewater service areas to operate the water/wastewater system more efficiently. This includes customer swaps where one utility provides both water/wastewater services. This project also eliminates water master meters along with trading buried infrastructure (pipes) as well as an elevated storage tank.

Estimated Probable Project Cost: \$506,000

Estimated Completion Date: FYE 2024

Operating Budget Impact: No additional operating impacts are estimated at this time for the buried infrastructure. The elevated storage tank will require cleaning and interior and exterior cleaning and will be added to the Tank Maintenance Program.

6. **Water Main at Mote Road / Springhill Park** – This project involves installing an 8” water main 1,100’ along Mote Road / Lower River Road to the new Springhill Community Park. This main will replace an older 2” water main while providing fire protection for the residents along the route. The water main will also allow for enhanced facilities to be located at the park.

Estimated Probable Project Cost: \$498,290

Estimated Completion Date: FYE 2024

Operating Budget Impact: Water lines have minimal impact. Adjustments are made during the development of the annual budget.

7. **Galvanized Pipe / Service Line Inventory Replacement:** This project involves inventorying / surveying existing services for lead / galvanized lines within the entire water system. The survey comes as a mandate from the EPA stemming from the Flint Michigan disaster where lead service lines reacted negatively within its water system.

Estimated Probable Project Cost: \$247,000

Estimated Completion Date: FYE 2024

Operating Budget Impact: The inventory / survey is part of a multi-step process. Adjustments are made during the development of the annual budget.

8. **One Water / One Newton Road Map – Water Portion** - This project is a joint study of water and sewer future projections (Road Map) on how the “big three” (NCWSA, Newton County, and City of Covington) plan, design, and construct water / sewer infrastructure to support quality growth within our communities.

Estimated Probable Project Cost: \$111,000

Estimated Completion Date: FYE 2024

Operating Budget Impact: The road map must be a living document and will need to be updated as needed. The updates as they occur are included in the planning expense line item in both the water and wastewater.

9. **Beacon Cellular Meter Reading Program** – This project would replace the existing AMR (drive by) meter data collection system with the Beacon Cellular system. The reliability of cellular data is a stable infrastructure for reading meters. Project benefits are improved customer service, better utilization of human resources, and almost real time data analytics that can assist in water system optimization.

Estimated Probable Cost: \$13,455,000

Estimated Completion Date: FYE 2027

Operating Budget Impact: There monthly fees for the use of the cellular network, and while it will not required monthly visits to each meter they will require routine maintenance. The cost for the operations and maintenance of the Beacon System will inserted into the base charge of the water rate structure.

Wastewater System

1. **Wastewater Flow Meters** – The NCWSA receives wastewater from Covington, Oxford, Porterdale, and Emory College located along the Turkey Creek Outfall. Conveyance costs are calculated through monthly water meter readings provided by the four (4) entities. This project will replace the remaining three (3) of seven (7) flow meters that accurately register wastewater flows at a single connection point, thus providing flow readings to both parties.

Estimated Probable Project Cost: \$982,000

Estimated Completion Date: FYE 2025

Operating Budget Impact: This project will add \$21,000 a year in operating costs for these three (3) sites beginning in FYE 2021. Cost recovery will be captured in the monthly billing process.

2. **Hub Junction Gravity Sewer Outfall** – The Hub Junction gravity sewer main will serve the areas of the Brickstore Overlay within the Hwy 11 corridor.

Estimated Probable Project Cost: \$1,624,000

Estimated Completion Date: FYE 2024

Operating Budget Impact: Sewer Outfalls have minimal operating impacts on the sewer system. The completion of the project is expected to increase end users' sales with the siting of a travel center at Exit 98 on I-20. This outfall will also serve a small development node (Mt. Pleasant) on its western boundary.

3. **Little River Outfall to Walton County Line** – The Little River Outfall is a gravity sewer main that will serve the area north of I-20 and potentially become the connecting point for the City of Social Circle. Social City is located within Walton and Newton Counties and has a population of 4,358.

Estimated Probable Project Cost: \$1,553,000

Estimated Completion Date: FYE 2025

Operating Budget Impact: Sewer Outfalls have minimal operating impacts on the sewer system. However, completion of the project is expected to increase end users' sales from the three (3) mega-sites industrial parks currently under development and home to Takeda Pharmaceuticals, Morning Hornet and Baymare Data Centers. Therefore, these revenue projections have been included in the five-year forecast.

4. **Yellow River Trunk Sewer Rehabilitation** - The Yellow River Trunk Sewer is the oldest sewer in the System, serving the western portion of Newton County, Covington, Oxford College, and the City of Oxford. A condition assessment is underway to determine the most critical areas that require rehabilitation.

Estimated Probable Project Cost: \$22,935,000

Estimated Completion Date: Ongoing

Operating Budget Impact: This project will have minimal impact on operating costs.

- 5. Anticipated Sewer Capital R & E Needs** – This project is for short to medium sewer outfalls and major laterals that might be needed as the overall wastewater system expands in the East Newton Service Area.

Estimated Probable Project Cost: \$620,00 annually and escalated for inflation.

Estimated Completion Date: Ongoing

Operating Budget Impact: Sewer lines have minimal impact. Adjustments are made during the development of the annual budget.

- 6. Yellow River WRF Expansion from 4 to 6.2 MGD** – The Yellow River Water Reclamation Facility (YRWRF) in Porterdale, GA, will need to be expanded to a hybrid land application and stream discharge facility. The YRWRF's current capacity is 4 MGD with limited spray field capacity left in the land application system. Going to the stream will require tertiary treatment infrastructure with similar discharge limits to the A. Scott Emmons Water Reclamation Facility (ASEWRF) located at Stanton Springs.

Estimated Probable Project Cost: \$32,718,000

Estimated Completion Date: FYE 2028

Operating Budget Impact: The Yellow River WRF is an incremental capacity addition and will result in immediate fixed and increased variable operating costs as the facility is utilized and will be reflected in the annual operating budget when the expansion is completed.

- 7. Scott Emmons WRF Expansion from 1.25 to 2.1 MGD** - Due to the rapid growth of the industrial base at Stanton Springs, the recently completed A. Scott Emmons Water Reclamation Facility will be expanded from 1.5 MGD to 2.5 MGD. The expansion is to provide additional treatment capacity as well as redundancy for the NCWSA Reuse Facility that is currently under construction.

Estimated Probable Project Cost: \$19,089,000

Estimated Completion Date: FYE 2027

Operating Budget Impact: Upon commencement of operations, the facility will result in immediate fixed and increased variable operating costs as the facility is expanded and will be reflected in the annual operating budget when the project is completed.

- 8. Yellow River WRF Influent Screening** – The current headworks facility at the YRWRF includes two screened influent channels. One channel includes an automated step screen and dewatering screw auger manufactured by Westech. The second channel includes a simple, manually cleaned bar screen. While the existing automated step screen installed in 2018 performs adequately, there is no redundancy for automatic screening and disposal conveyance. The scope of the project would be to replace the manually cleaned bar screen with the same Westech bar screen, thus providing adequate redundancy.

Estimated Probable Project Cost: \$341,000

Estimated Completion Date: FYE 2024

Operating Budget Impact: The project would have annual operational cost as well as preventive schedules that will be included in the plant maintenance expense line item.

9. One Water / One Newton Road Map – Sewer Portion - This project is a joint study of water and sewer future projections (Road Map) on how the “big three” (NCWSA, Newton County, and City of Covington) plan, design, and construct water and sewer infrastructure to support quality growth within our communities.

Estimated Probable Project Cost: \$111,000

Estimated Completion Date: FYE 2024

Operating Budget Impact: The road map must be a living document and will need to be updated as needed. The updates as they occur are included in the planning expense line item in both the water and sewer.

Reuse Capital Improvements

1. NCWSA Reuse Facility – For reasons of water security, drought management, and public welfare, we have evaluated the impact of such concentrated demands on the long-term water supply and infrastructure in the community. A business case evaluation was completed, and we find a solid financial and public interest case for deploying a reclaimed water system for our large commercial users. Therefore, NCWSA will construct a reclaimed system with its core processes, including ultrafiltration (UF), reverse osmosis (RO), and reserve storage. The resultant reclaimed water supply will benefit Stanton Springs industries for process use or fire suppression systems. In addition, the UF and RO system will remove the prominent by-products such as cooling water blowdown total dissolved solids (TDS) and constituents of increased conductivity.

Estimated Probable Project Cost: \$61,412,000

Estimated Completion Date: FYE 2025

Operating Budget Impact: The project will have operational and maintenance costs upon completion and start-up, which has been incorporated into the projected annual operating budget beginning in FYE 2026. A new reclaimed water rate will also be established for cost recovery.

Attachment B

- **Proposed Agreement for General Consulting Services between Owner and Consultant**
- **Insurance Requirements (As described in the Agreement for General Consulting Services)**

AGREEMENT FOR GENERAL CONSULTING SERVICES

This Agreement is made and entered into effective date of _____, by and between the Newton County Water and Sewerage Authority (NCWSA), and _____, (CONSULTANT) for the PROJECT referred to as:

WITNESSETH:

WHEREAS, the OWNER has periodic need of professional advice and consulting services;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

ITEM A - CONSULTANT'S SERVICES

The specific services which the CONSULTANT agrees to furnish and the terms the CONSULTANT agrees to follow are set forth herein:

1. For each major task or project, the OWNER shall provide to the CONSULTANT a detailed description of the services to be performed. The CONSULTANT shall respond describing its proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER shall issue a written Task Order to the CONSULTANT containing the agreed upon description of the work and consulting services fee. Each Task Order shall be numbered consecutively, shall reference this AGREEMENT, and shall be deemed an authorization for the CONSULTANT to proceed with the work when signed by the OWNER, unless otherwise stated. The provisions of this AGREEMENT shall control with respect to each Task Order. Each Task Order, after execution by both parties to this AGREEMENT, shall be incorporated into and become a part to this AGREEMENT. See **Exhibit A** for the Task Order format.
2. Signature by the authorized representative of the OWNER on each Task Order shall constitute authorization to proceed by the CONSULTANT for services defined by that Task Order.

ITEM B – TERMS AND CONDITIONS OF AGREEMENT

The parties hereto do mutually agree as follows:

1. Governing Law. This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws of the State of Georgia, County of Newton, in which the work is delivered. If dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute is not resolved through mediation, the parties agree that venue for any litigation will be in the courts of Newton County, Georgia and the parties hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
2. Engagement. NCWSA hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

3. Services. The CONSULTANT shall perform, in a professional manner, all services described in the Scope of Services attached as Exhibit B, and incorporated by reference herein (collectively the “Scope of Services”).
4. Time of Performance. The CONSULTANT will commence work within ten (10) calendar days after (1) the date of execution of this Agreement and (2) receiving written Notice to Proceed from NCWSA. Work will be delivered to NCWSA based on the approved Project Schedule contained in Exhibit B. If NCWSA requests modifications to the services of the Project, or if CONSULTANT’S services extend past the proposed completion date, the CONSULTANT’S time of performance may be extended by mutual agreement in writing signed by the signees to this Agreement.
5. Compensation. CONSULTANT agrees to perform the Services, and the NCWSA agrees to compensate the CONSULTANT for same as follows:
 - a. NCWSA shall compensate the CONSULTANT according to the charges, amounts and terms set forth in EXHIBIT C.
 - b. Statements. The CONSULTANT shall submit monthly statements for acceptable, completed work, based on the project effort and expenses charged through the last day of its fiscal month during the PROJECT duration.
 - c. Payments. NCWSA shall make monthly payments for completed work in accordance with the Prompt Payment Act found in Georgia Law after receipt of monthly Statements rendered by the CONSULTANT.
6. Termination. This Agreement may be terminated prior to completion of the PROJECT as follows:
 - a. Termination for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, NCWSA shall thereupon give written notice to the CONSULTANT of such failure, violation or breach. If CONSULTANT has not or cannot remedy such failure, violation or breach within ten (10) calendar days of the giving of such notice by NCWSA, NCWSA shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof.
 - b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the parties, the effective date to be agreed upon by the parties. If this Agreement is terminated by mutual consent, and CONSULTANT timely provides all required documentation of SERVICES performed prior to termination to NCWSA, CONSULTANT shall be paid for all such Services within thirty (30) days of the effective date of termination. The parties may terminate this Agreement by mutual consent for reasons including but not limited to material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the PROJECT, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
7. Force Majeure. Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes,

riots, war, acts of governmental authorities, or natural catastrophe. Delay or failure to perform is excused only during continuance of such force majeure and the affected party will provide written notice of such force majeure and act diligently to remove or eliminate the force majeure.

8. Suspension of Services. If the PROJECT or CONSULTANT'S Services are suspended for any reason other than the fault of CONSULTANT for more than thirty (30) calendar days in the aggregate, CONSULTANT may be compensated for services performed prior to the suspension. In addition, there shall be an adjustment in the PROJECT schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) calendar days for any reason, in the aggregate, either party may, at its option, terminate this Agreement upon providing written notice to the other party.
9. Representatives and Notices. Each party has designated below the signatures herein, a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement. All notices, consents and approvals required to be given hereunder shall be in writing. All such required notices shall be deemed to be properly given and received within two (2) business days if made in writing and sent via statutory overnight delivery with an exact copy being sent simultaneously via email addressed to the designated representative below. As needed, each party may notify the other party of a change in the street and / or email address for notice providing written notice of the revised street and / or email address.
10. CONSULTANT'S Responsibilities. The CONSULTANT represents that it has or will secure, at its own expense, all necessary qualified personnel to perform the Services under this Agreement. CONSULTANT represents that it has access to the experience and capability necessary to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures for such Services. Such personnel shall not be employees of or have any contractual relationship with NCWSA. All of the Services required hereunder will be performed by the CONSULTANT or under its supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services.

In performing the Services and receiving compensation under this Agreement, CONSULTANT shall operate as an independent contractor and shall not act as or be an employee of NCWSA.

The SERVICES performed by CONSULTANT shall be subject to the inspection and review of NCWSA at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the Services.

11. NCWSA Responsibilities. NCWSA shall provide to CONSULTANT an outline of the requirements of the PROJECT, including the PROJECT budget and time constraints. NCWSA will make available to the CONSULTANT relevant information or data pertinent to the PROJECT which is in NCWSA's possession. However, NCWSA does not guarantee the accuracy and completeness of the information and data furnished and the CONSULTANT will independently check and / or verify all such information as it relates to the SERVICES provided.
12. Reports, Audits & Confidentiality. The CONSULTANT, at such times and in such forms as NCWSA may require, shall furnish NCWSA such periodic reports as it may request pertaining to the SERVICES performed pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The CONSULTANT shall maintain accounts and records, including personnel,

property and financial records, adequate to identify and account for all costs pertaining to this Agreement. These records will be made available for audit purposes to NCWSA or its authorized representative and will be retained for three years after the expiration or termination of this Agreement. All of the reports, information, data, etc. prepared or assembled by CONSULTANT under this Agreement are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of NCWSA or a validly issued subpoena.

13. Ownership of Documents. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S professional service, and CONSULTANT shall retain an ownership and property interests therein, including all copyrights, unless otherwise agreed in writing by CONSULTANT and NCWSA. Regarding construction drawings, CONSULTANT grants NCWSA a license to use instruments of CONSULTANT'S professional service for the purpose of constructing, occupying, or maintaining the PROJECT.

NCWSA shall have the option to purchase copies of all finished or unfinished documents, data, studies, surveys drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Agreement, and Scope of Services for the price of Ten Dollars (\$10.00). Reuse or modification of any such documents by NCWSA, without CONSULTANT'S written permission, shall be at NCWSA's sole risk. Documents are defined as reports, drawings, specifications, record drawings, plats, and other deliverables defined in the SERVICES, whether in printed or electronic format.

14. Third Party Reliance Upon Documents. CONSULTANT'S performance of the SERVICES, as set forth in this Agreement, is intended solely and exclusively for the benefit and use of NCWSA. No other person or entity may claim under this Agreement as a third party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. No third party may rely upon CONSULTANT'S documents unless CONSULTANT has agreed to such reliance in advance and in writing.

15. Use of Electronic Media. Copies of documents that may be utilized by NCWSA may be printed copies (also known as hard copies) or electronic copies that are signed or sealed by CONSULTANT. Construction Drawings shall be signed and sealed in accordance with the Rules and Regulations of the State of Georgia Administrative Code. Files in electronic formats, or other types of information furnished by CONSULTANT to NCWSA such as text, data, or graphics, are only for convenience of NCWSA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

16. Assignability. This Agreement shall not be assigned or transferred by either the CONSULTANT or the NCWSA without the prior written consent of the other.

17. Insurance. Before any SERVICES are provided under this Agreement, CONSULTANT shall procure and maintain at a minimum the following insurance coverage and limits during the life of the Agreement:

- a. Statutory Workers Compensation Insurance: a minimum of \$500,000 or greater amount if required by Georgia law.
- b. Commercial General Liability Insurance: coverage for personal and bodily injury, including death, and property damage in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate.

- c. Automobile Liability Insurance: for bodily injury, including death, and property damage for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
 - d. Professional Liability Insurance: of \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - e. Certificates: Upon request, CONSULTANT shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to NCWSA.
18. Indemnification. CONSULTANT shall indemnify and hold NCWSA harmless from and against judgements, losses, costs, expenses, and damages to the extent caused by the negligent acts or omissions of CONSULTANT in the performance of professional services pursuant to this AGREEMENT. In the event judgements, losses, costs, expenses, and damages are caused by the joint or concurrent negligence of CONSULTANT and NCWSA, they shall be borne by each party in proportion to its negligence.
19. Waiver of Consequential Damages. Regardless of any other term of this Agreement, in no event shall either part be responsible or liable to the other for any incidental or other indirect damages.
20. Limit of Liability. CONSULTANT'S liability for all of the aforesaid matters is limited to the proceeds recovered from the insurance carried by CONSULTANT and within the monetary limits of the insurance specified in Article 17 hereto.
21. Standard of Care. CONSULTANT will provide professional services so as to minimize errors and omissions through the use of a Quality Assurance Plan approved by NCWSA. CONSULTANT will employ that degree of care and skill ordinarily exercised by CONSULTANTS practicing in the same or similar locale as the project, on projects of a similar scope and nature.
22. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. In addition:
- a. If a dispute is greater than \$10,000, the parties shall submit the dispute to mediation with JAMS mediation services.
 - b. Venue: the venue for all mediations shall be in Covington, Georgia, unless the parties otherwise agree.
23. Successors. This Agreement shall inure to the benefit or and be binding upon the successors of the parties.
24. Waiver. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.
25. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.
27. Entire Agreement. This Agreement (and its attached Exhibits) constitutes and contains the entire, integrated agreement of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter of this Agreement. This Agreement may be amended only in writing, and signed by an authorized agent of each party.
28. Authority & Understanding. The individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation or other entity that the individual represents. By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof.

IN WITNESS WHEREOF, the CONSULTANT and NCWSA have executed this Agreement as of the date written below.

**NEWTON COUNTY WATER & SEWERAGE
AUTHORITY**

CONSULTANT:

Signature
Printed: _____
Title: _____
Date: _____

Signature
Printed: _____
Title: _____
Date: _____

Street / contact address for giving notices:

Street / contact address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
Title: _____
Phone: _____
Email: _____

Name: _____
Title: _____
Phone: _____
Email: _____

EXHIBIT A

TASK ORDER NO. 201____ - ____

TO THE AGREEMENT FOR GENERAL CONSULTING SERVICES

For: _____

This Task Order, made and entered into by and between NEWTON COUNTY WATER & SEWERAGE AUTHORITY hereinafter called the "OWNER" and

_____ hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the AGREEMENT FOR GENERAL CONSULTING SERVICES (the "AGREEMENT") entered into by the parties hereto

on _____.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the OWNER

in providing: _____

_____.

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated _____, is described within **Item A. Purpose**, and is referenced as **Exhibit B**, attached hereto. As each task arises, CONSULTANT will develop a brief, concise, written Scope of Services and estimated labor hours and costs for any and all tasks. CONSULTANT will not proceed with said tasks until written authorization is made by the OWNER. Email communication shall be deemed sufficient for written authorization.

C. CONSULTANT'S COMPENSATION

As consideration for providing the services described within **Item B. Consultant's Scope of Services**, of this Task Order, the OWNER shall pay the CONSULTANT in accordance with the AGREEMENT. The specific method of compensation for services provided under this Task Order is enumerated in the Agreement for General Consulting Services and included in **Exhibit C**, attached hereto. The total value of work under this Task Order shall not exceed \$ _____ without advanced written authorization from the OWNER.

EXHIBIT A (CONT.)

IN WITNESS WHEREOF, the parties hereto have executed this Task Order

on this, the _____ day of _____, 202____.

**NEWTON COUNTY WATER & SEWERAGE
AUTHORITY**

CONSULTANT:

Signature
Printed: _____
Title: _____
Date: _____

Signature
Printed: _____
Title: _____
Date: _____

EXHIBIT B

SCOPE OF SERVICES

(Delete this page if Scope of Services is provided in the Task Order)

Project Summary:

Project Schedule:

See Attached Project Schedule

Commencement Date: _____ or within 10 calendar days from Notice to Proceed

Estimated Completion Date: _____ or _____ months from Notice to Proceed

EXHIBIT C

COMPENSATION

(Delete this page if Compensation is provided in the Task Order)

Project Summary:

Attachment C **Mandatory Forms**

The following forms must be completed and returned with the Respondent's proposal in the SOQ's Appendix:

- Consultant's Affidavit (E-Verify)
- SAVE Affidavit
- W-9

**CONTRACTOR AFFIDAVIT OF EMPLOYMENT
ELIGIBILITY**

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 engaged in the physical performance of services on behalf of **Newton County Water and Sewerage Authority** has registered with, is authorized to use and uses the Federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the Federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any Subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **Newton County Water and Sewerage Authority**, Contractor will secure from such Subcontractor(s) similar verification of 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 **Newton County Water and Sewerage Authority** at the time the Subcontractor(s) is retained to perform such service. Contractor hereby attests that its Federal work authorization user identification number and date of authorization are as follows:

E-Verify Company ID Number

Date of Authorization

Name of Contractor

Name of Project

I (We) hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on the _____ day of _____, 2023, in _____ (City),

(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____
_____, 2023

Notary Public

My Commission Expires: _____

STATE OF GEORGIA
NEWTON COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. §50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies one of the following with respect to my ability to enter into a contract with the Newton County Water and Sewerage Authority:

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident of the United States.

OR

3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is:

_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1(f)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed this the _____ day of _____, 2023 in _____ (City),

_____ (State).

*Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

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.