**DISCLAIMER**

**This document is provided for general informational purposes, may not apply to your city’s specific situation and should not be considered a comprehensive RFP. It should be used for comparative purposes only. The RFP should be tailored to reflect the actual context of your city. You should consult with your city attorney before taking any action based on this document.**

**ADVERTISEMENT**



**City of Canton**

**151 Elizabeth Street**

**Canton, Georgia 30114 (770)704-1500** [www.cantonga.g](http://www.cantonga./)ov

**REQUEST FOR PROPOSALS**

**for**

**WATER AND WASTEWATER RATE STUDY**

**Issued on: Friday, February 9, 2018**

**Pre-Proposal Meeting: Tuesday, February 27, 2018**

**Due Date: Tuesday, March 13, 2018 at 3:00 pm**

# I. GENERAL INFORMATION

1. The City of Canton (herein referred to as the City) is requesting proposals from qualified consultants to prepare a comprehensive water and wastewater cost of service study and rate design review. The purpose of the study is to determine revenue requirements and rate recommendations for Fiscal Year (FY) 2019 and financial projections and recommended rates for fiscal years 2020-2023. These recommendations will be based on an analysis of revenue requirements and a rate impact study for both systems.
2. A pre-proposal meeting will be held on Tuesday, February 27, 2018 at 10:00 am at Canton City Hall, 151 Elizabeth Street, Canton, Georgia 30114. Although not mandatory, it is strongly recommended that offerors attend this meeting to gain a thorough understanding of the project.
3. This Request for Proposals (RFP) describes the project in general, the required scope of services, the selection process, and the minimum information that must be included with the proposal. Failure to submit information in accordance with the requirements and procedures listed herein may be cause for disqualification.
4. Questions and Clarifications
   1. Any questions concerning this Request for Proposals should be directed to the person listed below. No interpretation or clarification of the meaning of the instructions or scope of services will be made orally except for general information that does not require a clarification. Every request for such interpretation should be in writing or submitted by email, and addressed to the individual shown below. To be given consideration, questions must be received at least seven (7) days prior to the date fixed for the submission of proposals. All clarifications and any supplemental instructions will be posted on the City of Canton website at the following address: [http://www.cantonga.gov.](http://www.cantonga.gov/) Firms should periodically check the website for updates to this Request for Proposals.
   2. Address requests to

Nathan Ingram, CFO

City of Canton

151 Elizabeth Street

Canton, GA 30114

Email: nathan.ingram@cantonga.gov

* 1. A formal addendum responding to all questions received by the deadline will be made available no later than five days before the proposal due date. Any clarifications or revisions to the RFP will also be in the form of a written addendum. All addenda will be posted on the City’s website. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the proposal documents. It is the offeror’s responsibility to obtain all addenda from the City’s website [http://www.cantonga.gov.](http://www.cantonga.gov/)

# II. BACKGROUND

1. The City of Canton is located approximately 35 miles north of Atlanta, GA and encompasses an area of approximately 18 square miles with an estimated population of 25,000. The City’s fiscal year begins on October 1st and ends on September 30th.
2. The City is a full-service municipal corporation that provides the following services to City residents and businesses: public safety, refuse collection and disposal, water and sewer utilities, storm water management, planning and development, parks and recreation, and maintenance of streets and roadways.
3. The Water & Sewer Utilities Department is responsible for providing quality water and sanitary sewer services to utility customers in a manner that balances social, environmental, and economic factors. The Department consists of three general operating divisions: Administration & Billing; Water Supply and Treatment; and Wastewater Collection and Treatment. Operation and Maintenance of the treatment facilities, lift stations, collection system and distribution system are performed by a third-party contractor.
4. The Water Supply and Treatment division is responsible for the production and delivery of safe drinking water to approximately 9,000 residential, commercial, and industrial customers in the City of Canton and Cherokee County. The Canton Water Treatment Plant, located at 150 Bobby E. Bishop Drive, has a permitted capacity of 5.45-mgd. In 2017, monthly water production ranged between 2.2-mgd and 4.1-mgd. The water distribution system includes a clearwell and two (2) high service pump stations at the plant, two (2) elevated storage tanks, three (3) ground storage tanks, six (6) booster pump stations, and approximately 145 miles of water lines ranging in size from 4” to 20” in diameter.
5. The Wastewater Collection and Treatment division is responsible for the safe and efficient treatment of wastewater and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Wastewater Treatment Plant, located at 1078 Marietta Highway, is permitted to discharge 4.0-mgd of treated wastewater to the Etowah River. The City also maintains and operates 110 miles of gravity sewer collection pipeline, 26 miles of force mains including 10 miles of low pressure sewers, and 32 lift stations. The facility is also permitted for 0.5-mgd of re-use water that is used at the Fairways of Canton golf course for irrigation.
6. Water and sewer rates have increased annually since 2014. The City’s current residential rates are as follows:

**Water Consumption Cost / Thousand Gallons**

0-2,000 gallons ...................... $13.29 (base rate)

2,001-10,000 gallons .............. $6.51

10,001-15,000 gallons ............ $7.80

>15,000 gallons ..................... $8.47

**Sewer Consumption Cost / Thousand Gallons**

0-2,000 gallons ...................... $19.50 (base rate)

>2,000 gallons ....................... $9.60

1. In addition to water and sewer user fees, the City also collects water and sewer connection fees from customers before the extension of water and sewer service to any new or expanded premises. The fee for residential units is presently $1,500 for water and $4,500 for sewer, for a combined total of $6,000. Utility connection fees for residential units are for a 3/4” meter, meter box, setter, and meter transmitter unit (MTU). Commercial fees vary based on use and demand on the infrastructure.

**III. SCOPE OF SERVICES**

A. See Attachment A

# IV. SUBMITTAL REQUIREMENTS/PROPOSAL FORMAT

1. Eight (8) hard copies of the Proposal and one (1) electronic copy (pdf) on a flash drive must be received by the City of Canton Finance Department no later than **3:00 pm on Tuesday, March 13, 2018.** The City cannot be responsible for the lack of receipt of proposals by the date and time specified.
2. The Project name and Consultant’s name and address must be shown on the outside of the sealed envelope, addressed to and delivered to:

Nathan Ingram, CFO

City of Canton

151 Elizabeth Street Canton, GA 30114

1. Submittals will NOT be accepted or considered after the deadline. Submittals must be paper copies, appropriately bound; **e-mailed or faxed copies will not be accepted.**
2. The Proposal must demonstrate specific expertise in the elements of work described herein. Proposals should be bound with the name of the Firm or firms and name of the Project visible on the outside cover. To allow the selection committee sufficient time to properly review all documents in their entirety, each proposal will be limited to 50 pages. The Title Page, Table of Contents, Letter of Transmittal, Section Dividers, and Resumes will not count against the page limits. The Proposal shall contain the following:
   1. SECTION 1 ‐ EXECUTIVE SUMMARY: Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the organization’s current Business License indicating that your firm is authorized to transact business in the State of Georgia.
   2. SECTION 2 - PROJECT OVERVIEW AND APPROACH: The Proposal shall demonstrate the Consultant’s understanding of the Project and include a statement acknowledging the Scope of Services. The Proposal shall also include a detailed description of the proposed approach to the Project. The description shall include details to implement the tasks described in the Scope of Services. The Consultant is encouraged to provide comments and enhancements to the scope provided in the RFP.
   3. SECTION 3 - STAFF QUALIFICATIONS: The Proposal shall include a team member organizational chart and a listing and biography of key individuals proposed to be assigned to the project. Each individual’s proposed position/responsibility shall be indicated. Special emphasis shall be provided on the individual’s backgrounds, qualifications, certifications, experience on related and/or similar projects, and the location from where their work will be performed. The Proposal shall

clearly indicate who will be in responsible charge of the project. At least three client references, including name, description of past working relationship, and current contact information, shall be listed for each key individual who is proposed in the organizational chart. Consultant/Subconsultant affiliation shall be designated for each individual. Full resumes, sorted first by firm, then by last name, shall be included as an appendix to the Proposal. Resumes shall be limited to two (2) pages each.

* 1. SECTION 4 ‐ RELATED PROJECT EXPERIENCE: The Proposal shall include profiles of five (5) similar projects that the firm(s) and proposed team members have completed in the last ten (10) years including project name, date, description, cost, and client reference including phone number. The firm's role in the project should also be described (Prime Consultant, subconsultant, etc.). For each project, indicate which proposed team members worked on the project and describe the role/work they performed and their levels of involvement.
  2. SECTION 5 ‐ PROJECT SCHEDULE: The Consultant shall prepare a schedule, showing all major project tasks, milestones, and deliverables required to complete all work.
  3. SECTION 6 - EXCEPTIONS TO RFP: Detail any exceptions taken to the Scope of Work and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

# V. PROPOSED CONTRACT FEES

1. S**ubmit one copy of your cost proposal in a separate sealed envelope, clearly marked. Proposals that do not provide costs in a sealed envelope may be considered non-responsive and subject to disqualification.** Proposed contract fees shall contain a schedule of the estimated man-hours required and broken down by type of personnel to be used for the proposed services. Breakdowns are to be shown separately for each item listed under “Scope of Work”. Overhead factors and other multipliers shall be identified.
2. The consultant shall be responsible for all required resources to include but not limited to computers, surveys, outside consultants, etc.
3. The services described in the scope of work shall be compensated on a timeand-expense basis.

# VI. EVALUATION PROCEDURE

1. The City of Canton will review and evaluate proposals based on the following factors:
   1. Qualifications of Firm and Personnel (30 Points)
      1. Firm’s and personnel’s experience on similar projects.
      2. Joint ventures or associations related to the services requested, as applicable.
      3. Organizational chart with qualifications, experience, and responsibilities of the key project personnel (and subconsultants/contractors).
      4. Experience and successful project delivery history of the Project Manager responsible for delivery of project scope on similar projects.
   2. Project Approach and Understanding (25 Points)
      1. Suggested approach and understanding of the project.
      2. Innovative suggestions and identifying challenges
      3. Approach to communication with City Staff to facilitate successful delivery of the project within the proposed schedule.
   3. Capacity and Capability of Firm (20 Points)
      1. Ability to meet the requirements outlined in the scope of services. An emphasis will be placed on the firm’s demonstrated ability to meet schedule and budget requirements.
      2. Proposed schedule to perform the work with sufficient detail to understand the timing of the project deliverables.
      3. Present and projected workloads
      4. Potential to effectively replace key personnel, if necessary.
      5. Past record of performance on contracts for delivery of work relevant to the project scope, including such factors control of costs, quality of work, ability to meet schedules.
   4. The cost for the work to be performed (20 Points)
      1. Points will be awarded, as described below, for the cost to perform the services described in Attachment A.
   5. Overall Quality of Proposal (5 Points)
      1. The organization, structure and quality of the proposal will be factored into the scoring criteria
2. The Firm with the lowest cost will be awarded the maximum number of points. All other firms will receive lesser points based on the percentage difference from the lowest cost, as shown in the example below.

# Firm Cost

1. ................................. $50,000
2. ................................. $60,000
3. ................................. $70,000

*Firm A receives 20 points*

*Firm B receives points as follows:*

*(60,000 – 50,000)/50,000 = 0.2*

*20 - (20 x 0.2) = 16 points*

*Firm C receives points as follows:*

*(70,000 – 50,000)/50,000 = 0.4*

*20 - (20 x 0.4) = 12 points*

C. The evaluation scoring summary is outlined below.

# Evaluation Criteria Maximum Points

Qualifications of Firm and Personnel ...................................................... 30

Project Approach and Understanding ..................................................... 25

Capacity and Capability of Firm ............................................................. 20

Cost .................................................................................................. 20

Overall Quality of Proposal .................................................................... 5

1. Selection Process:
   1. Proposals will be evaluated based on the written response to selection criteria listed and the cost proposals provided. After receipt and review of proposals, the City may elect to conduct interviews for some or all firms.
   2. It is anticipated that a contract for the prescribed services will be entered into with the consultant that in the opinion of the City offers the

most favorable combination of qualifications, approach, and pricing. Please note that the selection is a quality based selection and the lowest cost proposal is not guaranteed to be the selected firm.

1. Award of Contract
   1. The City anticipates recommending to City Council, the award of this contract on Thursday, April 19, 2018. The City reserves the right to reject any and all proposals submitted, to waive any informalities in the proposals submitted, and to award a contract only when it appears to be in the best interest of the City.

# VII. SPECIAL CONDITIONS

1. This RFP does not commit the City to procure or award a contract for work or to compensate Proposers for proposal preparation expense. All costs to prepare a response to this RFP shall be borne by the proposer
2. All information submitted in response to this RFP shall become the property of the City, and as such, may be subject to public review as public record.
3. The City reserves the right to cancel, modify, supplement, add to, delete from or change any part or aspect of this project if it is believed to be in the best interest of the City.
4. The City reserves the right to request additional data, information or clarification pertinent to this solicitation after the submittal date, provided that such information is germane to evaluation of the firm’s qualifications from any or all members of submitting consultants. However, the City shall not be required to request missing information from the submittal which may cause them to be considered non-responsive.
5. The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval through the City.
6. Members of the consultant teams, their agents, lobbyists, attorneys and others shall not contact members of the City Council, any employee of the City other than the contact person or any member of the Selection Committee regarding this project or process. Any such contact shall be grounds for automatic disqualification of the consultant team submittal.
7. The City, at its sole discretion, reserves the right to reject any and all submittals, waive any and all irregularities, and disregard any and all nonconforming or counter submittals.
8. The City may accept or reject any or all information submitted as part of the RFP.
9. All proposals will be held in confidence until award.

# VIII. EQUAL EMPLOYMENT OPPORTUNITY

**A.** The City of Canton is an equal employment opportunity employee. The City endeavors to do business with firms sharing the City’s commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

# IX. ATTACHMENTS

1. Scope of Services
2. Professional Services Agreement

Page

**ATTACHMENT A**

**SCOPE OF SERVICES**

**WATER AND WASTEWATER RATE STUDY**

# I. BASIC SERVICES

1. The professional services desired shall include, but are not limited to, evaluation of current maintenance and operation cost requirements, economic analysis for operations, maintenance and capital requirements, and rate structure development. While it is intended that the following scope of work will include all essential elements listed above, those submitting proposals are advised to include any items which they feel have been overlooked. Those submitting proposals may also note any required items which they feel to be excessive or unnecessary. The description and cost of such items should be noted separately in the proposal
2. The offeror will review the City’s water and wastewater systems and evaluate the current utility rates and structure to determine if rates are adequate to fund system operations and capital financing requirements for fiscal years 2019 – 2023. The offeror will conduct a comprehensive review and, if necessary, recommend improvements to the existing rate structure (fixed and variable) that insures compliance with all revenue bond covenants and meets the systems necessary revenue requirements so that operating revenue meets operating expenses, repair, and replacement needs. The offeror shall conduct a complete and thorough review of all legal and financial obligations of City’s water and wastewater utility systems related to revenue, paying particular attention to the following:
   1. Compliance with revenue bond covenants
   2. The adequacy/equity of the current rate structure with regard to cost of serving various customer classes
   3. Review the adequacy of the approach used in financing capital improvements
   4. Review the adequacy for funding capital projects including evaluation and recommendations for reserves (i.e., water meter replacement, infrastructure improvements, etc.)
   5. Review frequency of billing cycles and collection policy in an effort to improve cash flow position
   6. Review existing administrative policies (including but not limited to leak adjustments) and make recommendations for any changes while providing analysis of any fiscal impact and industry standards.
   7. Review water usage trends to account for water use behavior including conservation measures and ensure revenue goals are met.
3. The offeror shall perform the water and sewer rate study in conformance with the following:
   1. Provide a comparison of current water and sewer system costs (operations, capital improvements, bonded debt, etc.) against appropriate industry benchmarks and surrounding localities providing the same or similar service.
   2. Recommend water and sewer rate structures that take into consideration the costs of providing service and risks that may be associated with providing the service which are sufficient to meet the short and long-term revenue requirements of the City’s Water and Sewer Fund and reserve funds.
   3. Recommended rates and rate structures shall consider and make provision for the following factors:
      1. Current and future cost of providing water and sewer services in accordance with established and anticipated standards and regulations.
      2. Projected demands of a growing community.
      3. Current water and sewer rate differential between City rates and rates in surrounding areas.
      4. Age and condition of the treatment plants and projected replacements for supply, treatment, and distribution infrastructure.
      5. Funding requirements for all current long-term liabilities and debt obligations.
      6. Impact of current and future water and sewer regulations.
      7. Consistency with industry practice for utility rate making in Georgia.
      8. Other impacts as identified.
   4. Provide a minimum of two (2) recommended rate alternatives based upon standard rate practices that meet the factors above and make a recommendation as to which one best meets the criteria.
   5. Benefits of any proposed modifications shall be weighed against the financial impacts on ratepayers.
   6. Justifications for classes of customers under the recommended rate structure shall be demonstrated.
   7. Recommended rates and rate structure shall result in no decrease in stability of the revenue stream or the overall financial stability of the Water and Sewer Fund, as compared to the current rates and rate structure.
   8. Recommended rate structure shall be simple to administer and understand by both the customer and the City.
   9. Review the City’s automated billing system to determine if it is capable of administering any proposed rate structure. The City utilizes software developed by Incode (Tyler Technologies) to maintain its financial and utility account records.
   10. Provide the City with an easy-to-use computer based rate model in MS Excel or other compatible system. The rate model should be readily controlled to take into account alternative rates and scenarios.
4. The offeror shall review guidance from City Council. The offeror shall consider all comments received by City Council, and revise the draft of any or several rate structures and recommendations as necessary. The cost proposal shall include two (2) updates provided to City Council regarding the progress and development of any rate structure or recommendation.
5. Before any increase can be authorized in utility rates and fees, the rate structure must first be approved by Council during a public hearing. The successful offeror will be required to attend and participate in all Council meetings and work sessions as well as public hearings where any proposed rate increase would be discussed. The offeror shall revise any proposed rate or rate structure as necessary. Upon adoption of rates, successful offeror will be required to provide an easy to use rate and fiscal analysis model in Excel that can be readily adjusted by City staff.
6. After adoption of rates, the successful offeror shall complete an annual review of Utility Fund Performance comparative to the adopted rate study. Offeror will provide an additional, four-year projection beginning fiscal year 2020 through

2023 utilizing proposed rates while assuming corresponding customer account growth and any increases proposed for that four year period.

1. In the event that during the period of this contract it is determined that review of existing fees and charges (including but not limited to availability fees) is necessary, the offeror will prepare a scope of work. The extra scope, if performed in accordance with the terms and provisions of the contract documents, the offeror will accept compensation as stipulated herein.
2. City provided information – Information to be provided by the City on request:
   1. Historical customer billing records
   2. Historical financial data, budgets and capital improvements programs
   3. Projected financial data, budgets and capital improvements programs
   4. Historical water system production amounts
   5. Historical wastewater system operation data
   6. Projected water system demand 7. Projected wastewater operational data

8. Detail fixed asset records.

# II. ADDITIONAL SERVICES

A. Include the cost of evaluating any proposed deviations from the Scope of Service listed above.

\*\*\* End of Scope of Services \*\*\*\*

**AGREEMENT FOR CONSULTING SERVICES**

**between**

**CITY OF CANTON**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for**

**PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT,** made and entered into on this the \_\_\_\_\_dayof \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by and between **CITY OF CANTON** hereinafter referred to as **"Owner"** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a corporation licensed to do business in the State of

Georgia, hereinafter referred to as **"Consultant."**

**WITNESSETH:**

WHEREAS, **Owner** desires to engage a qualified and experienced engineering consultant to furnish professional services for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “Project”; and

WHEREAS, **Consultant** has represented to **Owner** that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time;

NOW, THEREFORE, **Owner** and **Consultant** agree as follows:

1. **DESCRIPTION OF PROJECT: Owner** and **Consultant** agree that the Project is as described in **Exhibit** **A,** entitled **"Description of Project.**" **Owner** and **Consultant** recognize that, during the course of performing the consulting work, the Project as described in **Exhibit** **A** may need to be reduced, expanded, or otherwise modified.

1. **SCOPE OF CONSULTING SERVICES: Consultant** agrees to perform those services described in Task Orders issued as amendments to this Agreement. Unless modified in writing by both parties, duties of **Consultant** shall not be construed to exceed those services specifically set forth.
   1. Scoped Consulting Services - **Consultant** agrees to perform those tasks described in **Exhibit A,** entitled **"Scope of Work."**
   2. Special Consulting Services - **Owner** and **Consultant** agree that not all work to be performed by **Consultant** can be defined in detail at the time this Agreement is executed, and that additional work related to the Task Order and not covered in **Exhibit A** may be needed during performance of this Agreement. Such work shall be classified as Special Consulting Services. Compensation for such services shall

be as agreed to by **Owner** and **Consultant**, and set forth in the written authorization for Special Services. Special Consulting Services include, but are not limited to:

* + 1. Additional consulting for special requirements or studies required by local, state, and federal regulatory agencies when directed by **Owner**.
    2. Presentations for public or special interest groups, if not previously agreed to in **Exhibit A.**
    3. Preparation to serve or serving as a consultant or witness for **Owner** in any litigation or other legal or administrative proceeding involving the Project.
    4. Revisions to previously approved studies, reports, contract documents, or plans and specifications prepared by others, which are beyond the control of **Consultant**.
  1. Scope Changes - **Owner** may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in **Consultant's** cost of performing any part of the contract, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written amendment of such adjustment shall be made. Any claim by **Consultant** for an equitable adjustment shall be made in writing and delivered to **Owner** prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from **Owner**. Nothing in this clause shall excuse **Consultant** from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

1. **SCOPE OF OWNER SUPPORT**: **Owner** agrees to provide the following:
   1. All criteria and full information as to **Owner's** requirements for the Project.
   2. Available information and data pertinent to the Project.
   3. Timely reviews of work products.
   4. **Owner** shall appoint an **Owner's** representative with respect to work to be performed under this Agreement. Said **Owner's** representative shall have complete authority to transmit instructions, receive information, and interpret and define **Owner's** policies. **Consultant** shall be entitled to rely on representations made by said **Owner's** representative unless otherwise directed in writing by **Owner**.

1. **AUTHORIZATION AND PROGRESS**: The Project schedule is listed in **Exhibit B,** entitled **"Project Schedule."** In signing this Agreement, **Owner** grants **Consultant** specific authorization to proceed with work described in **Exhibit A**. Interim milestones and work product submittal dates shall be mutually agreed upon by **Owner** and **Consultant** upon initiation of the work.

1. **COMPENSATION:** Compensation for services provided under Article II, "Scope of Consulting Services," and described in **Exhibit A** shall be in accordance with the terms set forth in **Exhibit C,** entitled **"Compensation."**

1. **RESPONSIBILITY OF CONSULTANT:**
   1. Professional Services: **Consultant** is employed to render a professional service only, and any payments made to **Consultant** are compensation solely for such services rendered and recommendations made in carrying out the work. **Consultant** shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. **Consultant** shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant’s Services are rendered. No review of **Consultant's** professional work product, including, but not limited to any plans and specifications, by any of **Owner's** employees or agents shall relieve **Consultant** of any responsibility with respect to such professional

1. **INDEMNIFICATION:**
   1. To the fullest extent permitted by Laws and Regulations, **Consultant** shall indemnify and hold harmless Owner, and the officers, directors, partners, employees, agents of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, Consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the **Consultant’s** performance of the services described herein (the “Work”), provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
   2. In any and all claims against Owner or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Article VII shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Consultant** or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers’ compensation acts, disability benefit acts, or other employee benefit acts. C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

1. **INSURANCE**: Prior to the start of contracted work, **Consultant** shall procure and maintain in force for the duration of the work, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers’ Compensation Insurance, Professional Liability Insurance and Excess/Umbrella Liability Insurance. **Owner** shall be named as additional insured in each of the policies except Workers’ Compensation and Professional Liability. All policies must be placed with a carrier rated not less than A-VIII by A. M. Best. Provide 30 days written cancellation notice, return receipt requested.
   1. **Minimum Limits of Insurance** 
      1. **Commercial General Liability** with combined Bodily Injury and Property Damage limit of not less than $1,000,000 per occurrence and $2,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, owner named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
      2. **Commercial Automobile Liability** insurance covering the use of all owned, non-owned and hired vehicles with a combined Bodily Injury and Property Damage limit of $1,000,000. Carrier waives right of subrogation against certificate holder.
      3. **Workers’ Compensation and Employer’s Liability insurance** with limit of $500,000/$500,000/$500,000 or minimum required by Labor Code, State of Georgia, whichever is greater. Carrier waives right of subrogation against certificate holder.
      4. **Consultant** shall also maintain professional liability insurance in an amount of not less than $1,000,000 per claim to cover damages resulting from errors or omissions of **Consultant**. Such coverage shall be maintained for a minimum of three years after completion of the services provided hereunder, and **Consultant** shall provide **Owner** with additional certificates of insurance to evidence such coverage throughout said three year period. Policy shall have a continuity or retroactive data on or prior to the date of this Agreement.
      5. **Excess/Umbrella Liability** insurance limit of not less than $1,000,000 general aggregate, $1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer’s liability.
   2. **Deductibles and Self-Insured Retentions** – Any deductibles or self-insured retentions must be declared to **Owner** and accepted by **Owner**. At **Owner’s** option, **Consultant** shall demonstrate financial capability for payment of such deductibles or self-insured retentions by submitting a financial statement.
   3. **Insurance Certificates** – An insurance certificate must be furnished by **Consultant** to **Owner**. Endorsements showing additional insured where applicable, and waiver of subrogation must be provided. Each insurance certificate, except for the certificate for Professional Liability Insurance, where applicable, must be endorsed with the following affirmative statement: *"Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice, return receipt requested, has been given to* ***Owner*** *and to each other additional insured to whom a certificate of insurance has been issued."* Written notice for cancellation due to non-payment of premium will be within 10 days.

1. **SUBCONTRACTS:** **Consultant** shall be entitled, to the extent determined appropriate by **Consultant**, to subcontract any portion of the work to be performed under this Agreement. **Consultant** shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by **Owner**. Subcontractors must comply with the same insurance requirements as the **Consultant**.

1. **SUSPENSION OF WORK:** **Owner** may suspend, in writing, all or a portion of the work under this Agreement. **Consultant** may request that the work be suspended by notifying **Owner**, in writing, of circumstances that are interfering with the normal progress of work. **Consultant** may suspend work on Project in the event **Owner** does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, the terms of this Agreement are subject to re-negotiation, and both parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XI.

1. **TERMINATION OF WORK:** **Owner** may terminate all or a portion of the work covered by this agreement for its convenience at any time. **Owner** or **Consultant** may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing 15 days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, **Consultant** shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by **Consultant** under this Agreement shall be the sole property of **Owner**. The time spent on such additional work shall not exceed 5 percent of the time expended on Project prior to the effective date of termination. **Consultant** shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.

1. **CONFLICT OF INTEREST:**
   1. **Consultant** certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no employee of **Owner**, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of **Consultant** or its subcontractors and that no person associated with **Consultant** or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
   2. Should **Consultant** become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, **Consultant** shall immediately notify **Owner**. If **Owner** determines that a conflict of interest exists, **Owner** may require that **Consultant** take action to remedy the conflict of interest or terminate the Agreement without liability. **Owner** shall have the right to recover any fees paid for services rendered by **Consultant** which were performed while a conflict of interest existed if **Consultant** had knowledge of the conflict of interest and did not notify **Owner** within one week of becoming aware of the existence of the conflict of interest.
   3. **Consultant**warrants that **Consultant** and **Consultant's** subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for **Consultant** or its subcontractor(s) to solicit or secure this Agreement and that **Consultant** and **Consultant's** subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than abona fide employee working solely for **Consultant** or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, **Owner** shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
   4. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

1. **OWNERSHIP OF DOCUMENTS:** Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of **Owner. Consultant** may retain reproducible copies of such documents. **Owner** hereby releases **Consultant** from all damages, claims, and losses arising out of any use of such original documents by **Owner** other than for information and reference in connection with the use, operating and occupancy of the Project by **Owner** and others. **Owner** further agrees that **Owner** will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by **Owner** or a wholesale customer of **Owner**. Nothing stated herein shall prevent **Consultant** from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of **Owner** is disclosed to such other client or any other party.

**Consultant** agrees that any electronic documents provided to the **Consultant** by the **Owner** for the **Consultant’s** use on the Project belong to and remain the property of the **Owner**. The **Consultant** will not disseminate any such documents to third parties without the **Owner’s** written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The **Owner** takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the **Consultant** is implied.

1. **CONSULTANT TO COOPERATE WITH OTHER CONSULTANTS**: If **Owner** undertakes or awards other contracts for additional related work, **Consultant** shall fully cooperate with such other consultants or other independent contractors of **Owner** and the **Owner's** employees, and carefully fit its own work to such additional work as may be directed by **Owner**. **Consultant** shall not commit or permit any act which will interfere with the performance of work by any other **Consultant** or independent contractor of **Owner** or any employee of **Owner**.

1. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this

Agreement, **Consultant** agrees as follows: (1) **Consultant** will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) **Consultant** will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) **Consultant** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

1. **SECURITY AND IMMIGRATION ACT:** 
   1. **Consultant** and its Subcontractors shall register and comply with OCGA 13-10-90 et. seq. and Georgia Department of Labor Chapter 300-10-1. Contractors and Subcontractors who enter into contracts with public employers are required to register and participate in the Federal Work Authorization Program to verify work eligibility information of new employees. **Consultant** is required to fill out the following forms located in **Exhibit C** attesting to their status under this program and that they will pass on the same requirements to their Subcontractors as required by OCGA 13-10-90 and 13-10-91; GA Department of Labor 300-10-1:
      1. Security and Immigration Compliance Act Certification
   2. Pursuant to Code of Georgia 13-10-90 et. seq., the Georgia Security and Immigration Compliance Act of 2006, the following forms located in Exhibit E shall be completed by the **Consultant** and Subcontractors prior to Award.
      1. Contractor Affidavit and Agreement (to be completed by **Consultant**)
      2. Subcontractor Affidavit and Agreement
   3. **Consultant** understands and agrees that compliance with the requirements of OCGA 13-10-90, OCGA 13-10-91, and Georgia Department of Labor Rule 300-10-1 are conditions of this Agreement. **Consultant** further agrees that such compliance shall be attested by **Consultant** and its Subcontractors by execution of the appropriate Contractor Affidavit and Agreement and Subcontractor Affidavit forms included in Exhibit E.

1. **AUDITS AND INSPECTORS:** At any time during normal business hours and as often as **Owner** may deem necessary, the **Consultant** shall make available to **Owner** and/or representatives of **Owner's** Department of Internal Audit for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **Owner** and/or representatives of its Department of Internal Audit to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. **Owner's** right to audit and inspect **Consultant's** records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.

**Consultant** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **Owner** or any reviewing agencies, and **Consultant** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

1. **INDEPENDENT CONTRACTOR:** **Consultant** shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **Consultant** or any of its employees to be the agent, employee, or representative of **Owner,** except that the Scope of Consulting Services described in **Exhibit A** may include having employees of **Consultant** serve as a representative of **Owner** during the Project.

1. **ASSIGNMENT:** This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **Owner** or **Consultant** without prior written consent of the other.

1. **INTEGRATION:** This Agreement represents the entire understanding of **Owner** and **Consultant** as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

1. **JURISDICTION:** This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

1. **NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

|  |  |
| --- | --- |
| **Owner** | **Consultant** |
| City of Canton |  |
| 151 Elizabeth Street |  |
| Canton, GA 30114 |  |

1. **CAPTIONS:** All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

1. **REFERENCES:** All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

1. **LEGAL PROCEEDINGS:** In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

1. **INTERPRETATION:** Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

1. **EXHIBITS:** The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

1. **TIME OF ESSENCE:** Time is of the essence of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

|  |  |  |
| --- | --- | --- |
| **Owner:** |  | **Consultant:** |
| City of Canton |  |  |
| Gene Hobgood |  |  |
| By (Typed Name) |  | By (Typed Name) |
| Mayor |  |  |
| Title |  | Title |
|  |  |  |
| Signature |  | Signature |
| [SEAL] |  | [SEAL] |
| Attest: |  | Attest: |
|  |  |  |

Lou Stewart

City Clerk

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |
| Witness |  | Witness |
| Address for Giving Notice: |  | Address for Giving Notice: |
| City of Canton |  |  |

151 Elizabeth Street

Canton, Georgia 30114

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Approved as to form |  |  |
|  |  |  |
|  |  |  |
| Robert M. Dyer, |  |  |
| City of Canton |  |  |
| Attorney |  |  |
|  |  | (Attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement) |

**LIST OF EXHIBITS**

|  |  |
| --- | --- |
|  |  |
| Exhibit A | Scope of Work |
| Exhibit B | Project Schedule |
| Exhibit C | Compensation |
| Exhibit D | Immigration Forms |
|  |  |

**EXHIBIT A**

**SCOPE OF WORK**

**EXHIBIT B**

**PROJECT SCHEDULE**

**EXHIBIT C**

**COMPENSATION**

**I. TIME AND EXPENSE COMPENSATION**

Services provided under **Exhibit A** for all described tasks shall be compensated reimbursable time and expense basis. Compensation shall be based on time related charges, plus direct expenses. The total compensation ceiling, for completion of services described in **Exhibit A**, shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($xxxxxxx). This price shall be modified only if the scope of services is changed in accordance with Article II. C.

Time related charges are hourly salary rates plus fringe benefits, general and administrative overhead, and profit. Overhead includes general and administrative costs not identifiable as directly allocable to the Project. Profit includes state and federal income taxes, plus profit. Time related charges shall be the total hours worked on the Project by each employee; multiplied by the employee’s hourly salary rate; multiplied by a fringe benefit, overhead, and profit factor. Direct expenses are charges other than those included in time related charges incurred for the Project. Expenses incurred shall be billed at actual purchase price. Expenses include, but are not limited to:

* Services and equipment use applicable to Project such as special accounting, computer and electronic data processing, field testing and laboratory analysis.
* Reproduction services applicable to Project such as reproducing drawings, photocopying, printing and binding.
* Communication services applicable to Project such as telephone, telecopy, telegraph, cable, express delivery, and postage.
* Subcontracted services applicable to Project.
* Living and traveling expenses of employees when away from home office on business applicable to Project.
* Automobile mileage applicable to Project at federal mileage rate.

Invoices shall be submitted monthly for the work completed during the previous billing period. Invoices shall include breakdown of hours worked by and salaries paid to each employee charging time to the Project and direct expenses charged to the Project. Time and expense charges shall be separated by tasks.

Owner shall not be obligated to reimburse Consultant for costs incurred above the compensation ceiling unless Owner agrees in writing to do so.

Additional information on the compensation is provided in the following tables.

**EXHIBIT D**

**IMMIGRATION FORMS**

# O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a City of Canton contract for public benefit as referenced in O.C.G.A § 50-36-1, I am stating the following with respect to my application for a City of Canton contract for public benefit:

1. I am a United States citizen
2. I am a legal permanent resident of the United States
3. I am a qualified alien or non-immigrant under Federal Immigration and Nationality Act 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 or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(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 in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state).

Signature of Applicant Date:

Printed Name of Applicant

Sworn to and subscribed before me

This \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Notary Public

My commission expires:

# Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 the City of Canton 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 applicability provisions and deadlines in O.C.G.A. § 1310-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.:

Date of Authorization:

Name of Contractor: Name of Project:

Name of Public Employer: City of Canton, Georgia

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

Executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, 20\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_(state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me

This \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Notary Public

My commission expires:

# Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 contract with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of contractor) on behalf of the City of Canton 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 applicability provisions and deadlines in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.:

Date of Authorization:

Name of Subcontractor:

Name of Project:

Name of Public Employer: City of Canton, Georgia

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

Executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_, 20\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me

This \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Notary Public

My commission expires: