

REQUEST FOR PROPOSALS Sewer System Evaluation Surveys

Bid Number 2020-PME-12

August 2020

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

Proposal Opening: Tuesday, September 22, 2020 at 2:00 p.m. (local time)

1600 Battle Creek Road, Morrow, GA 30260

Non-Mandatory Pre-Proposal Tuesday, September 8, 2020 at 2:00 p.m. (local time)

Conference Call Meeting: 1600 Battle Creek Road, Morrow, GA 30260

This solicitation includes SLBE Preference Points

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Division 1

General Information

Section 1: Request for Proposals

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

Name of Project: Sewer System Evaluation Surveys

The Clayton County Water Authority will open sealed proposals from experienced contractors via a virtual Teams meeting at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, September 22, 2020 at 2:00 p.m.** (local time) for **Sewer System Evaluation Surveys.** Any proposals received after the specified time will not be considered.

A Non-Mandatory pre-proposal virtual Teams meeting will be held on **Tuesday**, **September 8**, **2020 at 2:00 p.m.** (**local time**). Please use the following call-in instructions to attend this meeting:

Join Microsoft Teams Meeting

Toll number: +1 912-483-5368 Conference ID: 321 976 57 #

CCWA encourages Small Local, Minority and Women-Owned businesses to participate and respond to this proposal request.

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am - 5:00 pm or by e-mail to CCWA_Procurement@ccwa.us. Proposers will need to provide contact information and an email address and any file size transfer limits to ensure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$25.

Clayton County Water Authority By: Robin Malone, Chairman

General Information

Section 2: General Overview

2.1 Project Background

As a part of an ongoing program to locate, prioritize and remove infiltration and inflow (I/I) from our collection system, the Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced contractor to complete sewer system evaluation surveys (SSES) for the period **January 1, 2021 to December 31, 2021**.

CCWA reserves the right to award to a backup contractor to ensure our requests can be performed as needed, to meet quality, schedule, and other requirements. A combination of temporary flow monitoring studies, sewer capacity models, risk assessment, and other data drive the decisions for where to perform SSES.

All work will be issued in the form of a Project Work Order. A Project Work Order may include a single work item or may include a number of work items. All work items of a Project Work Order do not necessarily have to be adjacent to each other; however, it is the intent that each Project Work Order will be authorized as part of a mobilization to a common geographic location.

The contract may be extended for a second and third twelve (12) month period by mutual written consent by both parties with no changes in the terms, conditions, or prices.

The work to be performed under this contract will be determined and assigned by CCWA on an "as-needed", "when-needed" basis. CCWA does not guarantee any minimum or maximum work quantities under this contract and reserves the right to bid any similar type work of this contract as a separate procurement at its sole discretion. While this can vary, in a typical year, CCWA spends roughly \$1 million per year on SSES activities.

2.2 Proposal Submission

One (1) original, four (4) bound copies and one (1) electronic submission in pdf format of the Proposal (**excluding the Cost Proposal Form** ⁽¹⁾, **and the SLBE Forms** ⁽²⁾) of the proposal shall be submitted in a sealed, opaque container and delivered by hand, courier service, or mailed via the United States Postal Service to *Clayton County Water Authority*, 1600 Battle Creek Road, Morrow, Georgia, 30260. Faxed or emailed proposals will not be accepted. At the time specified for the Proposal Submission Deadline, the sealed containers shall be publicly opened, and the names of the firms shall be read aloud.

One original paper copy of the Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The envelope must

General Information

Section 2: General Overview

be marked: "Cost Proposal." The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all proposers.

(2) One original paper copy of the SLBE Forms must be submitted in a separate sealed envelope and placed within the sealed submittal package. The envelope must be marked: "SLBE Forms."

2.3 Proposal Format

The Proposal Response for Sections 1-4 shall be limited to a maximum length of 30 pages (not including resumes, brochures, and preprinted information). Each Proposal Response should be prepared and presented to include the information outlined below and be tabbed to denote the sections noted below. In order for the Proposal Response to be considered responsive, Sections 1-5 below need to be completed as follows:

Section 1 - Cover Letter.

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

Section 2 – Project Understanding and Experience.

Present your understanding of the project, requirements and technical experience for providing the required services outlined in the Specifications (manhole inspections, trunk line manhole inspections, smoke testing, CCTV, flow bypassing, heavy cleaning, grease/root removal, dye flood testing, flow monitoring, electroscan, SL Rat, manhole flow surcharge monitoring). Highlight any innovative or standard processes, approaches or technology that illustrate your ability to identify and prioritize I/I and pipeline defects.

In particular, address your understanding of the geodatabase deliverable requirements, data collection methodology and demonstrate your ability to meet those requirements. Address your understanding of flow meter data analysis, in particular, relative to the data processing, analysis and reporting requirements outlined in Division 4, Section 3: General Requirements, 3.6 Temporary Wastewater Flow Monitoring Performance Requirements F and G.

General Information

Section 2: General Overview

Include a quality assurance/quality control (QA/QC) plan, description of field procedures, testing schedules, etc. as well as documentation that are used to maintain equipment and data quality. For relevant work items not shown on the proposal form, provide additional information to describe Supplemental Services work items, pricing, measurement and payment descriptions as noted in Item 6 below and the Submittals section and note overlap or coordination with pay items shown (i.e. flow isolations would be supplemented with Flow Bypassing pay item) to define the scope of work/payment if authorized.

Provide a table/matrix to identify company experience (projects) against the services required in the Specifications as well as any Supplemental Services provided.

Section 3 - Project Team.

Specifically offer the location of the client and project manager. Provide an organizational chart and summary resumes of key personnel and any subcontractors (including their title) proposed for the project and their roles and responsibilities with respect to the Proposal Cost Form. Include information on the firm's history, business activities, size, employees (per office), Specify the office/location for each person (specifically the project manager), subcontractor identified and the level of effort of involvement anticipated including subcontractors. Identify current project assignments, completion dates, and percentage availability to support this project work. Note any productivity capabilities and/or your ability to respond to the issuance of a Project Work Order. Full resumes may be included in an Appendix and will not be included in the page limit.

Provide a summary of company-wide resources. Note the total employees and resources of the company, number of offices/locations/local staff and office breakdowns by operating business units. Provide an equipment list showing the model and number of units available to be used on the project. Indicate whether the equipment is owned (by prime or subcontractor), leased or rented.

Provide a summary of professional liability (E&O) claims and lawsuits for the last 5 years. This summary should include any judgments, claims, arbitration proceedings or suits pending or outstanding against the Contractor, proposed partners and any proposed subcontractors. Additionally, provide a summary of your safety program and your quality control and quality assurance program.

<u>Provide a table/matrix to identify all members of the proposed project team with respect to the reference projects included in Section 4 work as well as the project categories listed above.</u>

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Section 2: General Overview

<u>Section 4 - Project Descriptions/References.</u>

Provide up to (5) one-page project descriptions that are of a similar nature and scale that demonstrate the experience and capabilities of the project team's ability to successfully complete the work. Provide name of client, a brief description of the work, performance, dates/completion status, reference contact information (phone, email, and mailing address), schedule and cost outcomes. CCWA will take into consideration any and all prior experience with any proposers.

Section 5 – Cost Proposal.

The Cost Proposal Form must be submitted in a separate sealed envelope, marked "Cost Proposal" and placed within the sealed submittal package. The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all Proposers.

In order for the Proposal submission to be considered responsive, the Cost Proposal Form must be completed in its entirety.

Supplemental Services: Identify and describe any additional services that might be required based on your understanding and experience with the work. Additional services are intended to include other support needs including but not limited to supplemental field data acquisition, specialized field investigations, etc. Examples of possible supplemental services could include flow isolations, CCTV/Sonar pipeline inspections, sewer force main inspections, etc. Supplemental services not covered by the unit price items shall be performed only with prior written authorization by CCWA. Compensation for this work will be as provided with the proposal. Hourly/daily/unit rates shall be complete including all overhead, profits, incidental costs, etc. Please refer to the Proposal Cost Form. Work items on the Cost Proposal Form not used in the award evaluation process will be examined by the CCWA to insure that the unit prices are in line with industry standards and that any unit price appears to be out of line may be negotiated by CCWA. This determination will be at the sole discretion of CCWA.

<u>Section 6 – SLBE Preference Points.</u>

Small Local Business Enterprise (SLBE) participation will be taken into consideration in evaluating this proposal. Ten (10) points will be awarded to Proposers who are CCWA certified SLBE Primes or Primes using a CCWA certified SLBE for at least 15% of the work. Determination of best responsive responsible proposer will be the sole judgment

General Information

Section 2: General Overview

of the CCWA. For more details, please refer to Division 2, Section 8 of this RFP documents: "Small Local Business Enterprises (SLBE) – General Information.

The SLBE Forms must be submitted in a separate sealed envelope, marked "SLBE Forms" and placed within the sealed submittal package.

2.4 Evaluation Criteria

Initially, all proposals will be reviewed by CCWA Procurement to determine if the proposal submittal is a complete and responsive responsible submittal to our RFP. Proposals will be evaluated by CCWA staff and ranked based on the criteria items shown below. CCWA staff will then evaluate the cost proposal submission and will rank the proposals.

Item	Criteria	Points
1	Project Understanding and Experience	20
2	Project Team	20
3	Project Descriptions/References	10
4	Cost Proposal	50
	Total Possible Points	100
5	SLBE Preference Points (1)	10
	Maximum total Points with SLBE	110

⁽¹⁾ Points to be determined after verification of CCWA SLBE certification. See Division 2, Section 8, page 2-8.1 of this proposal package.

General Information

Section 2: General Overview

2.5 Proposal Schedule

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

Non-Mandatory Pre-Proposal Meeting	Tuesday, September 8, 2020 at 2:00 PM, local time		
Deadline for Questions	Friday, September 11, 2020 at 2:00 PM, local time		
Issue Last Addendum	Thursday, September 17, 2020 at 2:00 PM, local time		
Proposal Opening	Tuesday, September 22, 2020 at 2:00 PM, local time		
CCWA Board Approval	Thursday, December 3, 2020		
Sign Contract	Monday, December 28, 2020		
Planned Start Date	Monday, January 4, 2021		

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

2.6 Addenda

To be considered, all questions must be received via email by 2:00 p.m. EST, Friday, September 11, 2020 at ccwa_procurement@ccwa.us. Any and all responses to questions will be issued in the form of an Addendum by email. All Addenda issued shall become part of the submittal response.

2.7 Proposal Preparation Costs

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Clayton County Water Authority.

Proposal Requirements

Section 1: Instructions to Proposers

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

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

Proposal Requirements

Section 1: Instructions to Proposers

of the award, or any civil action in the courts of the State of Georgia or of the United States.

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

Proposal Requirements

Section 1: Instructions to Proposers

- 9. If published price books are a part of your proposal, one price book must be included with your Proposal Form, and the successful Proposer is required to furnish additional current price books after award of the proposal.
- 10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.
- In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
- 12. Proposals for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount proposed.
- 13. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
- 14. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
- 15. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make modifications/ corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.

Proposal Requirements

Section 1: Instructions to Proposers

- 16. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
- 17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any schedule of items on which the Proposer is proposing are in accordance with the conditions, terms and specifications of the proposal and that they are aware that any exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.
- 18. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
- 19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Proposer.
- 20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
- 21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
- 22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.

Proposal Requirements

Section 1: Instructions to Proposers

- 23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
- 24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.
- 25. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
- 26. The Contract between the CCWA and the Proposer shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, the Risk Management Requirements, and the Hold Harmless Agreement), and shall form a binding contract between the contracting parties.
- 27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the proposal guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible proposer, or the work may be re-advertised or constructed by the CCWA.
- 28. Any Contract and Contract Bonds shall be executed in duplicate.
- 29. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
- 30. The CCWA reserves the right, with or without notice or cause, to accept any proposal regardless of the amount thereof; to reject any proposal, or any number of proposals; to negotiate with any Proposer for a reduction of or alterations in its proposal; to reject all proposals and to call for additional proposals upon the same or different invitations to proposal, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a proposal complies with the invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.

Proposal Requirements

Section 1: Instructions to Proposers

- 31. The apparent low proposal for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
- 32. Proposers are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Proposer's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal: and (b) CCWA's Board determines that the preferred proposal provides the most cost effective option due to the closer proximity of the preferred Proposer's place of business to the affected Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against CCWA for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
- 33. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and womenowned businesses. Proposers are encouraged to solicit minority and womenowned businesses whenever they are potential sources.
- 34. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that proposers access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

Proposal Requirements

Section 1: Instructions to Proposers

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

Proposal Requirements

Section 2: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Proposal Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000 Per Occurrence

\$1,000,000 Personal and Advertising

\$50,000 Fire Damage*

\$5,000 Medical Payments*

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations per

Occurrence and Aggregate

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

^{*}These are automatic minimums

Proposal Requirements

Section 3: Proposal Submittals

3.1 Required Submittals (Forms):

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

Cost Proposal Form.

Proposers must submit their completed and signed Cost Proposal Form in a separate sealed container which should be marked "Cost Proposal Form", and include the proposal title, opening date and time. **The provided Cost Proposal Forms shall not be altered or modified**.

- B. Proposer Qualification Information Form.
- C. Georgia Security and Immigration Compliance Act of 2006 Form.
- D. Contractor Affidavit and Agreement Form.
- E. Subcontractor Affidavit Form.

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

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

F. SLBE Forms.

Proposers must complete and submit the following SLBE Forms in a separate sealed container which should be marked "SLBE Forms":

- 1. SLBE-1 Covenant of Non-Discrimination.
- SLBE-2 Sub-Contractor Contact Form.
- 3. SLBE-3 SLBE Sub-Contractor/Supplier Utilization Form.
- G. Copies of any and all license(s) required to perform the work.

Proposal Requirements

Section 3: Proposal Submittals

- H. Any other items as required in this RFP including but not limited to the items contained in the Instructions to Proposers.
- I. Non-Collusion Certificate provided on Division 3, Section 4.
- J. W-9 Form (Attachment B).
- K. Vendor Form (Attachment C).
- L. Addenda (if any issued).

Proposal Requirements

Section 4: Cost Proposal Form

Proposal of	
(Hereinafter "Proposer"), organized and	existing under the laws of the State of
doing business as partnership," or "an individual" or such o	(insert "a corporation," "a ther business entity designation as is applicable)
To the Clayton County Water Authority ((hereinafter "Owner").

In compliance with the Request for Proposals, Proposer hereby proposes to perform all Work for <u>Sewer System Evaluation Surveys</u> in strict accordance with the Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

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

In submitting this Proposal, Proposer certifies proposer is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION AND BONDS:

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

Proposer accepts the terms and conditions of the Documents.

INSURANCE:

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

Proposal Requirements

Section 4: Cost Proposal Form

CONTRACT TIME:

Proposer hereby agrees to execute the agreement within fourteen (14) calendar days of Notice of Award or as specified by CCWA. Each individual project work order shall be completed within the time period as agreed to by both parties at the time of the individual project work order issuance. If said work is not completed within the time frame stated on the individual project work order, the Contractor shall be liable to pay to the Owner, as liquidated damages the amount of \$250.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete for that particular individual project work order.

PROPOSAL:

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Proposal Cost Form

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Proposal Requirements

Section 4: Cost Proposal Form – Pay Item Schedule

NO.	SUPPLEMENTAL SERVICES	UNIT	Estimated Quantity	UNIT COST	EXTENDED COST
1	Mobilization for Project Work	EA	15	\$ 500.00	\$ 7,500.00
2	Manhole Inspection	EA	900		
2a	- Add manhole location to inspection	EA	50		
3	Trunk Line Manhole Inspection	EA	200		
4	Smoke Testing	LF	290,000		
5	CCTV - up to 12-inch diameter	LF	290,000		
6	CCTV - larger than 12-inch to 18-inch diameter	LF	15,000		
7	CCTV - larger than 18-inch to 24-inch diameter	LF	5,000		
8	CCTV - larger than 24-inch to 36-inch diameter	LF	5,000		
9	CCTV - larger than 36-inch to 48-inch diameter	LF	5,000		
10	CCTV Only, No Cleaning up to 12-inch Diameter	LF	10,000		
11	CCTV Only, No Cleaning Larger than 12-inch to 18-inch Diameter	LF	20,000		
12	CCTV Only, No Cleaning Larger Than 18-inch to 24-inch Diameter	LF	5,000		
13	CCTV Only, No Cleaning Larger than 24-inch to 36-inch Diameter	LF	5,000		
14	CCTV Only, No Cleaning Larger than 36-inch to 48-inch Diameter	LF	5,000		
15	Flow Bypassing - up to 12-inch diameter	Day	10		
16	Flow Bypassing - larger than 12-inch to 18-inch diameter	Day	5		
17	Flow Bypassing - larger than 18-inch to 24-inch diameter	Day	5		
18	Flow Bypassing - larger than 24-inch to 36-inch diameter	Day	3		

Proposal Requirements

Section 4: Cost Proposal Form – Pay Item Schedule

NO.	SUPPLEMENTAL SERVICES	UNIT	Estimated Quantity	UNIT COST	EXTENDED COST
19	Flow Bypassing - larger than 36-inch to 48-inch diameter	Day	2		
20	Heavy Cleaning - up to 12-inch diameter	LF	30,000		
21	Heavy Cleaning - larger than 12-inch to 18-inch diameter	LF	10,000		
22	Heavy Cleaning - larger than 18-inch to 24-inch diameter	LF	3,000		
23	Heavy Cleaning - larger than 24-inch to 36-inch diameter	LF	1,500		
24	Heavy Cleaning - larger than 36-inch to 48-inch diameter	LF	750		
25	Grease / Root Removal - up to 12-inch diameter	LF	30,000		
26	Grease / Root Removal - larger than 12-inch to 18-inch diameter	LF	6,000		
27	Grease / Root Removal - larger than 18-inch to 24-inch diameter	LF	2,000		
28	Grease / Root Removal - larger than 24-inch to 36-inch diameter	LF	1,000		
29	Grease / Root Removal - larger than 36-inch to 48-inch diameter	LF	500		
30	Dye Flood Testing	EA	20		
31	Flow Meter Inspection and Installation/Removal	EA	15		
32	Flow Meter Monthly Maintenance	EA	90		
33	Rain Gauge Inspection and Installation/Removal	EA	5		
34	Rain Gauge Monthly Maintenance	EA	30		
35	Data Processing and Summary Report	EA	5		
36	I&I Analysis Report	EA	5		
37	Line Plugging instead of By-Passing for CCTV (each location)	EA	60		

Proposal Requirements

Section 4: Cost Proposal Form - Pay Item Schedule

NO.	SUPPLEMENTAL SERVICES	UNIT	Estimated Quantity	UNIT COST	EXTENDED COST
38	Electroscan Mobilization	LS	4		
39	Electroscan Inspection	LF	20,000		
40	Electroscan Report	EA	4		
41	SL Rat Administration (Monthly)	EA	3		
42	SL Rat Field Inspection (Each Setup)	EA	50		
43	Manhole Flow Surcharge Monitor Inspection and Installation/Removal	EA	15		
44	Manhole Surcharge Monitor Monthly Maintenance	EA	90		
TOTAL PROPOSAL COST		\$			

Supplemental Services with pricing may be submitted with your proposal, but will not be used in the proposal evaluation criteria. If submitting supplemental services, detailed pay item descriptions must be provided (refer to letter "T" on page 4-2.6 of this RFP response).

NO.	SUPPLEMENTAL SERVICES	UNIT	QTY	UNIT COST	EXTENDED COST
45				\$	\$
46				\$	\$
47				\$	\$
48				\$	\$
49				\$	\$

Submitted by: _	
	(COMPANY NAME OF PROPOSER)

Proposal Requirements

Section 4: Proposal Form

To be considered responsive, proposers are required to propose on all work items listed on the Cost Proposal Form – Pay Item Schedule.

Submitted by:
NAME OF PROPOSER)
Sy:SIGNATURE)
TITLE)
DATE)
SEAL) ATTEST)
ADDRESS)
PHONE NUMBER)
E-MAIL ADDRESS)
LICENSE NUMBER) (If applicable)

Division 2			Proposal Requirements
Section 6: Propos	ser Qualification Informa	ation	
COMPANY NAME	OF PROPOSER:		
NUMBER OF YEA	ARS IN BUSINESS:		
BUSINESS ADDF	RESS OF COMPANY:		
TELEPHONE NU	MBER:		
POINT OF CONT.	ACT NAME:		
POINT OF CONT. EMAIL ADDRESS			
COMPANY TAX I	D NUMBER:		
COMPANY WEBS	SITE:		
ENTITY TYPE:	☐ Individual/Sole Prop	rietor	☐ Employee Owned Company
	☐ Privately Held Corpo	oration/LLC	□ Partnership
	□ Publicly Owned Con	npany	☐ Attorney
	☐ Other (specify):		
NAME OF PRINC	IPAL OFFICERS:		

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006
A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-1002 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-107, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit and is incorporated into this Agreement by reference herein.
B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 500 or more employees; 100 or more employees; Fewer than 100 employees.
C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
 Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-102 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-108, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."
Contractor
Authorized Signature:
Name:
Title:
Date:

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program* User Identification Number Enter four to seven-digit numbers	
Name of Contractor (Printed)	
BY: Authorized Officer or Agent (Contractor Name)	Date
Title of Authorized Officer or Agent of Contractor	
Printed Name of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME ON THIS	
THE DAY OF 20	
Notary Public	My Commission Expires

Proposal Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91 , stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with on behalf of the								
Clayton County Water Authority has registered with, is particip to use for the duration of the contract the federal work auth Pilot Program operated by the U. S. Citizenship and Immigration Department of Homeland Security, in conjunction with the (SSA), commonly known as E-Verify, in accordance with the deadlines established in O.C.G.A. 13-10-91.	oating in, uses, and will continue orization program - EEV/Basic ion Services Bureau of the U.S. Social Security Administration							
The undersigned further agrees that, in connection with the phenomenant to this contract with	nysical performance of services If of the Clayton County Water							
Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with O.C.G.A. 13-10-91. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.								
EEV / Basic Pilot Program* User Identification Number Enter four to seven-digit numbers								
Name of Sub-Contractor (Printed)								
BY: Authorized Officer or Agent (Subcontractor Name)	Date							
Title of Authorized Officer or Agent of Subcontractor								
Printed Name of Authorized Officer or Agent								
Subscribed and sworn before me on this the day of _	20							
Notary Public	My Commission Expires							

Proposal Requirements

Section 8: Small Local Business Enterprises (SLBE) - General Information

8.1 Program Overview

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Goals for participation of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Proposers are non-discriminatory in their process of selecting sub-contractors. CCWA also wants to encourage Proposers to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Proposer to be considered responsive.

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

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

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through the Clayton County, the City of Atlanta, DeKalb County or the Georgia Department of Transportation and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE. If a firm meets these qualifications but is not currently certified as a CCWA small local business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for bid submission.

SLBE's must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services

Proposal Requirements

Section 8: Small Local Business Enterprises (SLBE) - General Information

from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

8.2 Overview of RFP Preference Points

RFP Preference Points are incentives which will be incorporated into the evaluation process for Prime contractors who are certified as a SLBE with CCWA, and/or based on the amount of utilization of sub-contractors who are certified as a SLBE with CCWA. RFP Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible responsive proposer.

Ten (10) points will be awarded for proposers with SLBE utilization of at least 15%.

In the event of a tie proposal between a SLBE Proposer and a Non-SLBE Proposer, the SLBE Proposer will be recommended for the contract.

Please contact Contracts, Compliance and Risk Management at ccwa slbe program@ccwa.us for more information on CCWA's SLBE program, visit our website at www.ccwa.us.

Notary Public

[Seal]

Proposal Requirements

Section 8: Small Local Business Enterprises (SLBE) - General Information

FORM SLBE-1

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the Clayton County Water Authority (CCWA) to promote full and equal business opportunity for all persons doing business with CCWA. The undersigned covenants that we have not discriminated on the basis of

a fir part truth	m's revenue or employee count with regard nering opportunities. The undersigned fur nfully and fully the required forms SLBE-2, signature of an officer of the proposing entit	d to բ ther SLBE	orime cor covenant E-3 and S	ntractii ts that SLBE-	ng, sub we ha 4. Set	contra ve cor forth b	cting or mpleted
l,				(Nam	e, Title)	, on be	ehalf of
						_ (Cor	npany),
by n	ny signature below, do hereby promise:						
1. 2. 3. 4.	To adopt the policies of Clayton County re on projects and contracts funded, in whole Not to otherwise engage in discriminatory To provide a discrimination-free working en That this Covenant of Non-Discrimination remain in full force and effect without intermation that this Covenant of Non-Discrimination is contract or portion thereof which we may he	or in cond nviro sha uptic hall b	part, wit uct; nment; Il be con on; and be incorpo	h fund tinuino	s of CC	cWA; ture ar	nd shall
	understand that our failure to satisfactorily rimination as made and set forth herein shall		•	•	•		
Sigr	nature of Attesting Party	_					
Title	e of Attesting Party						
On 1	this day of			_, 20	,	before	me
	eared, enant in my presence.	the	person	who	signed	the	above

My Commission Expires

FORM SLBE-2

<u>SUB-CONTRACTOR CONTACT FORM - PREFERENCE POINTS</u>

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the sub-contractor contact form and submit the completed and signed form with the proposal. Failure to submit this form may result in the proposal being deemed non-responsive.

SLBE Prime Contractors: If you are the prime contractor on the project AND also the SLBE on the project and will NOT use any other SLBE firms as sub-contractors, check the box at the top of the form and sign the form.

- 1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the contract.
- 2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
- 3. <u>County of Clayton Business License:</u> State if the contractor/supplier you contacted is a Clayton County Licensed business.
- 4. <u>Type or work solicited for:</u> Describe the type of work for which you are soliciting from the contractor/supplier.
- 5. <u>Business Ownership (SLBE/non-SLBE):</u> State whether the contractor/supplier you contacted is an SLBE or non-SLBE.
- 6. Results of Contact: Describe the results of your contact.
- 7. Sign and date the form.

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM -PREFERENCE POINTS

List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.

IF THE PRIME IS THE SLBE ON THE PROJECT CHECK THE BOX		
---	--	--

Name of Sub- Contractor/ Supplier	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SLBE or Non SLBE)	Results of Contact
Company ABC	123 Main Street Morrow, GA 30260 770-123-4567	Yes	Legal Services	Non SLBE	Not Available to perform as sub
Company 123	ABC Main Street Atlanta, GA 30303 770-456-1234	No	Legal Services	Non SLBE	Will perform as sub

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM - PREFERENCE POINTS (Cont'd)

List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.

Name of Sub- Contractor/ Supplier	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SLBE or Non SLBE)	Results of Contact
Proposer's Nan	ne:		Project Name	:	
Signature:			Date:		

SUB-CONTRACTOR/SUPPLIER UTILIZATION - PREFERENCE POINTS

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete the project participation plan for sub-contractor/supplier utilization and submit the form with the proposal. Failure to submit this form will result in being deemed non-responsive.

- 1. <u>Name of contractor/supplier</u>: Provide name of the contractor or supplier you contacted to perform on the project.
- 2. <u>Certified as SLBE:</u> State is the subcontractor/supplier to be used on the project is an SLBE.
- 3. Which County? If you are using an SLBE on the project, state in which county the SLBE is located.
- 4. <u>NAIC or NIGP code:</u> List the NAIC/NIGP code that relates to the service or work to be performed by the subcontractor/supplier.
- 5. <u>Type of work to be performed:</u> Describe the type of proposed work to be performed by the subcontractor/supplier.
- 6. <u>Certification number and expiration date:</u> If using an SLBE, provide the SLBE certification number and expiration date.
- 7. <u>Estimated dollar value of work:</u> Provide the estimated dollar value of the work to be performed by the subcontractor/supplier on the project.
- 8. <u>Percentage of Total Bid Amount:</u> Enter the estimated % of the total proposal amount for which the SLBE will be paid.

Estimated Dollar Value of the Work / Total Proposal Amount = % of Total Proposal Amount

SUB-CONTRACTOR/SUPPLIER UTILIZATION – PREFERENCE POINTS

List **all** sub-contractors and suppliers, including lower tiers, to be used on this project.

IF NO SUB-CONTRACTOR/SUPPLIERS WILL BE USED PLEASE CHECK THE BOX

Name of Sub- contractor/ Supplier	Certified as Small Local Business Enterprise (SLBE)- Yes or No	If SLBE, which county-Clayton, Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Henry, Gwinnett, Rockdale, Spalding	NIAC or NIGP Code	Type of Work to be Performed	Certification No. and Expiration Date	Dollar (\$) Value of Work	Percentage of Total Proposal Amount
Company 123	Yes	Fulton	96149	Legal Services	78-6945 1/15/2017	\$9500	9.5%
-		ame:					
Proposer's Contact Number:Signature:							

POST AWARD - MONTHLY SLBE PARTICIPATION REPORT - PREFERENCE POINTS

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete the participation report and submit the form with each pay application to the CCWA Project Manager in charge of the contract. Failure to submit this form will result in payment application being deemed incomplete.

- 1. <u>Report Number:</u> Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved SLBE has performed a portion of the work that has been designated for the contract.
- 2. <u>Date</u>: Actual date of the report.
- 3. <u>Prime SLBE</u>: If you are the Prime Contractor and also the SLBE on the contract please check yes and insert assigned CCWA SLBE certification number. Note that %100 of SLBE dollars spent will be counted towards the SLBE contract or annual goal, if applicable.
- 4. Pay application end date: Reports must acknowledge the end date for the period for which is being reported.
- 5. <u>Prior Earned Pay Application Amount</u>: The amount previously submitted for payment on pay application.
- 6. Current Earned Pay Application Amount: The amount submitting with current payment application.
- 7. Earnings To-Date: The actual amount that each SLBE has earned to-date under the contract.
- 8. <u>Total SLBE Earnings To-Date</u>: The total is achieved by adding all payments to SLBE to date. (Previous payments reported + current payment reported).
- 9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved SLBE is to provide materials, goods or services, this completed form must be submitted to the CCWA Project Manager. The prime contractor must notify CCWA of any changes to SLBE firms.

When the prime contractor is an approved SLBE, it will only be necessary to complete the total SLBE earnings to-date. Joint ventures between non-SLBE and certified SLBE: Only that portion of the work for which the certified SLBE is responsible may be used to satisfy the requirement.

POST AWARD - MONTHLY SLBE PARTICIPATION REPORT - PREFERENCE POINTS

PROJECT NO. (S):		REPORT NO.:				
CONTRACTOR:		DATE:	DATE:			
CONTRACT AMOUNT: \$		PAY APPLICATION PERIOD END DATE:				
	RACTOR? O Yes O No SLBE Certification #		ayment >>> O F	INAL PAYMENT		
NAME OF APPROVED SLBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED APPLICATION AMOUNT	EARNINGS TO-DATE		
		TOTAL SLBE	EARNINGS TO-DATE:			
I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CCWA AT ANY TIME.		FOR DEPARTMENT USE ONLY:				
SIGNEDCONTRACTOR			THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:			
CONTRACTOR REMARKS		THIS DOCUMENT H	SIGNED TITLE THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:			
		SIGNED	TITLE	<u> </u>		





Request for Subcontractor Removal/Substitution

Prior to submitting this form to Risk Management you must notify the SLBE in writing of your intent and allow the SLBE five (5) days to respond.

	· · · · · · · · · · · · · · · · · · ·			
Request Date:	Contrac	ct/Project #		
Contract Value:	SLBE Contract Amount:		Amount Paid to SLBE:	
Prime Contractor Name:				
Prime Contractor Address:				
Prime Contact Name & Email:		Prime Contact Ph	none:	
Name of SLBE Firm:		SLBE Contact Na	me:	
SLBE Firm Address:		SLBE Contact Ph	one:	
Was SLBE firm given five (5) days written ne	otice of intent? \(\subseteq \text{Yes or} \)	☐ No If yes, plea	ase attach written notice.	
Will the SLBE goal for the project still be me	et? Yes or No or	□ N/A		
Reason(s) for removal/substitution. Check	all that apply			
☐ The listed SLBE is no longer in business.				
☐ The listed SLBE requested removal.				
☐ The listed SLBE failed or refused to perfe	orm under the terms of th	e contract or faile	d to furnish the listed materials.	
☐ The work performed by the listed SLBE was unsatisfactory and was not in accordance with the scheduled specifications.				
Name/Address of Substitution Contractor:		Is the substitute	d contractor an SLBE? Yes or No	
Fully describe the type of work the substitu	te subcontractor will perfo	orm:		
Prime Authorized Signature: Date:				
Approved Rejected Reason for rejection:				
Risk Management Authorized Signature:			Date:	

This form should be completed and submitted (with all required documentation) to:

Clayton County Water Authority ATTN: RISK MANAGEMENT 1600 Battle Creek Rd. Morrow, GA 30260

August 2020

<u>Division 3</u> Contract Forms

Section 1: Agreement Form

STATE OF GEORGIA COUNTY OF CLAYTON

AGREEMENT FOR ONGOING PROVISION OF GOODS AND SERVICES

20, for	Agreement made and entered into this day of, Sewer System Evaluation Surveys, between the CLAYTON COUNTY THORITY (hereinafter "the Authority") and (hereinafter "the Contractor"), witnesseth:
certain good	EREAS, the Authority is contracting with the Contractor for the provision of s and services described below for the term specified herein; VITHEREFORE, the parties agree as follows:
1.	<u>DESCRIPTION OF GOODS AND SERVICES</u> : The Contractor shall provide the goods and services to the Authority in such quantities as the Authority requires for Sewer System Evaluation Surveys , as described in the Request for Proposal dated August 2020.
2.	COSTS: The Authority shall pay the Contractor the prices as stipulated in the Proposal Form hereto attached as full compensation relative to the Proposal dated, 2020, and above described goods and services. The Authority will not guarantee any minimum or maximum quantities during the contract term. Work under this contract will be authorized on an "as needed – when needed basis", and will be paid per the proposal unit prices as submitted and approved.

Each individual project work order shall be completed within the time period as agreed to by both parties at the time of the individual project work order issuance. If said work is not completed within the time frame stated on the individual project work order, the Contractor shall be liable to pay to the Owner, as liquidated damages the amount of \$250.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete for that particular individual project work order.

Payment for work completed will be processed upon submission of an Invoice and Affidavit of Completion by the Contractor. The invoice will be

Section 1: Agreement Form

verified by the Authority representative, and any changes/corrections to the invoice will require the contractor to correct and re-submit the invoice.

The Contractor must submit a completed and signed Form SLBE-4 (Monthly SLBE Participation Report) to the Authority with each pay application. The Authority shall pay the Contractor net 30 days upon receipt of the invoice and the completed SLBE-4 Form, and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.

- TERM OF AGREEMENT: The term of this Agreement shall commence on the 1st day of January, 2021. The Agreement shall remain in effect until December 31, 2021.
- 4. **RENEWAL PROVISIONS:** The contract may be extended for a second and third twelve (12) month period by mutual written consent by both parties with no changes in terms, conditions, and proposal prices.
- 5. **WARRANTY ON SERVICES RENDERED**: The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.
- 6. WARRANTY ON GOODS PROVIDED: The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods and shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years

Section 1: Agreement Form

after acceptance by ultimate user. The rights and remedies of the Authority concerning latent defects shall exist indefinitely, and shall not be affected in clause. The Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

7. **INSPECTION**: The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation

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to produce gods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

- 8. <u>CONTRACTOR'S AFFIDAVITS</u>: The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
- 9. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
- 10. THE AUTHORITY'S ASSISTANCE AND COOPERATION: During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test

Section 1: Agreement Form

materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

- 11. WORK ON THE AUTHORITY'S DESIGNATED PREMISES: In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observer all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.
- 12. **RISK MANAGEMENT REQUIREMENTS**: The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.

Division 3 Contract Forms

Section 1: Agreement Form

13. **TERMINATION FOR DEFAULT:**

- (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery

Section 1: Agreement Form

schedule. The term "subcontractor" shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 14. **TERMINATION FOR CONVENIENCE**: The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
- 15. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
- 16. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

Section 1: Agreement Form

17. **ATTORNEYS' FEES**: The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

Executed on behalf of:	
CLAYTON COUNTY WATER AUTHORITY	CONTRACTOR
Ву:	By:
Name:	
Title: General Manager	Title:
Attest:	Attest:
Name:	
Title:	Title:
	Date:

August 2020

Division 3 Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Contract Forms Division 3

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

^{*}These are automatic minimums

Owner's Protective Liability - The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability - The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

Owner's Protective Liability -The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Division 3		Contract Forms
Section 4: Non-Collusion Certificate		
STATE OF , COU	NTY OF	
Personally appeared before the undersigne paths		by law to administer
who, after being first duly sworn, depose a persons or employees who have acted for o	-	_
		, and that said
n proposing or procuring the Contract wi	th the Clayton County Wa	ater Authority on the
ollowing project: Sewer System Evalua	ition Surveys	
nas not by (himself, themselves) or througonevented or attempted to prevent by any mor by any means whatsoever prevented or proposal therefore, or induced or attemptersald work.	eans whatsoever compet endeavored to prevent a	ition in such proposal; nyone from making a
ATTEST:	By: Proposer	
By: Name	By: Name	
Title:	Title:	
Sworn to and subscribed before me this _	day of	, 20
Notary Public:	My Commission expires	s:

END OF SECTION

Section 1: Post Award Submittals

1.1 General

- A. This section describes the information that is required to be provided by the Contractor to facilitate work.
- B. Information, deliverables and work product prepared under this project shall become the property of CCWA.
- C. Unless otherwise noted, all survey, test, reporting and inspection data documented under this project will be provided in electronic format.
- D. The Contractor shall schedule and make submissions as to cause no delay in work.
- E. Upon receipt of a submittal, the CCWA shall complete its review and return CCWA comments to Contractor within 15 business days.
- F. The Contractor shall be responsible for coordinating the work in accordance with the requirements of local, state and federal authorities and jurisdictions as required. The Contractor shall provide CCWA with copies of permits, certifications, etc. upon request, to document compliance with these requirements.
- G. The Contractor shall provide all staff with photo identification and use vehicles with permanent company logos/markings/identification that are prominently displayed and clearly visible at all times and shall coordinate the planned work to prevent any interruptions to operations, customers and the general public.

1.2 Submittal Requirements

Submittals to be provided post award

A. Project Reporting – to be provided in electronic format (email or word.doc).

Daily

- 1. Safety issues.
- 2. Delays: e.g. labor or equipment shortage.
- 3. Missing/broken manholes, urgent maintenance/emergency repairs needed.

Section 1: Post Award Submittals

Weekly

 Interim Progress Reporting. The Contractor shall provide a weekly email summary of work activities including but not limited to locations and work completed for the previous week, problems encountered/assistance needed, etc. and notification of the locations and work planned for the following week.

<u>Other</u>

- 1. The Contractor shall document and transmit meeting minutes/conference calls documenting date, location, attendees, summary agenda topics and significant findings, decisions and action items/responsible parties within 3 calendar days of the event.
- 2. Safety-Emergency Response Plan.
- 3. Confined Space Entry Plan for all entry personnel (as needed).
- 4. Samples of work reports: manhole inspections, smoke testing, CCTV, etc.
- 5. Notification plan and sample notification form for Smoke Testing.
- 6. Traffic control plan (as necessary).
- 7. Flow Bypassing Plan (as necessary).
- 8. Information on Closed Circuit Televising Software and version used.
- 9. Copy of CCTV Operator PACP Certifications.
- 10. SLBE-4 Post Award Monthly SLBE Participation Report must be submitted monthly with requests for payment.

END OF SECTION

Section 2: Work Assignment and Payment

2.1 General

- A. This Section describes the basis that will be used for processing applications for payment. These provisions will apply to all work of the Contract Documents in addition to specific instructions provided in the Specifications section.
- B. The work to be performed under this contract will be assigned on an as needed when needed basis as determined by the CCWA in the form of a Project Work Order. A Project Work Order may include a single item or may include a number of items. All items in a Work Order do not necessarily have to be adjacent to each other, however it is the intent that each Work Order will be authorized as a part of a mobilization to a single, common geographic location.
- C. The basis for payment will be the unit prices and/or lump sum amounts included in the Pay Item Schedule and the actual quantities of work completed by the Contractor and approved by the Owner. The Owner reserves the right to adjust the quantities up or down as necessary to address needs. Nothing in this Section shall be construed as providing for additional payment beyond the Pay Items.
- D. Prices will include all labor, equipment and materials necessary for a complete project in accordance with the Contract Documents. All incidental work necessary to complete the work and return the system to service shall be included in the price proposed. No payment will be made for partially completed Pay Items.
- E. Progress report shall be submitted monthly with Pay Application to include the following items:
 - 1. Summary report of all activities substantiating Project Work Order progress.
 - 2. Data/inspection submittals.
 - 3. Progress schedule update. A schedule update noting any authorized work remaining and a timeline to complete.

Section 2: Work Assignment and Payment

4. SLBE-4 Post Award Monthly SLBE Participation Report must be submitted monthly with requests for payment.

2.2 Pay Item Descriptions

- A. Item 1 Mobilization is defined as all of the CONTRACTOR's administrative and preparatory operations including all labor, materials, equipment, maintenance and incidental items which are necessary to arrive on-site and initiate Sewer System Evaluation Surveys. This Work Item will be paid on a per "each" unit cost in accordance with the Pay Item Schedule (one per Project Work Order) and as accepted/approved by CCWA. The costs for demobilization, and re-mobilizations due to shutdowns or suspensions of the work caused by the CONTRACTOR shall not be compensated. CCWA will pay \$500.00 for mobilization for each Project Work Order issued.
- B. <u>Items 2 & 2a</u> Measurement and payment for Manhole Inspections will be in accordance to the unit costs in the Pay Item Schedule and based on each complete inspection and deliverable per the specifications. Item 2a add manhole location to inspection will be in accordance to the unit costs in the Pay Item Schedule for mapping corrections to the CCWA GIS where the x,y coordinates provided by CCWA do not match field conditions or where existing or new manholes are located.
- C. <u>Item 3</u> Measurement and payment for Trunk Line Manhole Inspection will be in accordance to the unit costs in the Pay Item Schedule and based on each complete inspection and deliverable per the specifications. Trunk Line Manhole Inspections are defined as inspections of manholes and pipes on sanitary sewer lines 18-inch diameter and larger and accessibility is difficult due to terrain or are located over 200 linear feet from the road right of way.
- D. <u>Item 4</u> Measurement and payment for Smoke Testing will be in accordance to the unit costs in the Pay Item Schedule and is defined as the CONTRACTOR providing all labor, materials, equipment, and incidental items for the introduction of smoke into the sanitary sewer pipes. Payment will be based upon total linear footage of pipeline tested.
- E. <u>Items 5-9</u> Measurement and payment for CCTV inspection will be in accordance with the unit costs in the Pay Item Schedule and based on the total linear footage as measured in the field horizontally from the center of

Section 2: Work Assignment and Payment

manholes on each pipe segment. Deliverable must be submitted per the specification and accepted/approved by CCWA.

- F. <u>Items 10-14</u> Measurement and payment for CCTV Only, No Cleaning will be in accordance with the unit costs in the Pay Item Schedule and based on the total linear footage as measured in the field horizontally from the center of manholes on each pipe segment and as accepted/approved by CCWA. Standard cleaning will not be performed on pipe segments due to accessibility and/or pipe material, size and age.
- G. Items 15-19 Bypass Pumping is defined as the CONTRACTOR providing all labor, materials, equipment, and incidental items and preparing a plan, operating and maintaining a complete bypass pumping system including pumps, suction/discharge piping, pipe plugs, coffer dams, fuel, etc. of the required size. This Work Item will be paid on a per "day" unit cost in accordance with the Pay Item Schedule and as accepted/approved by CCWA.
- H. Items 20-24 Measurement and payment for Heavy Cleaning will be in accordance with the unit costs in the Pay Item Schedule and based on the total linear footage as measured in the field horizontally from the center of manholes on each pipe segment. Deliverable must be submitted per the specification and accepted/approved by CCWA. Heavy cleaning is defined as the debris that remains after three (3) passes of a standard jet wash/vacuum system. A detailed report of Heavy Cleaning must accompany invoiced quantities providing tangent identification and linear footage of Heavy Cleaning along with description of need for Heavy Cleaning.
- Items 25-29 Measurement and payment for Grease/Root Removal will be in accordance with the unit costs in the Pay Item Schedule and based on the total linear footage as measured in the field horizontally from manhole to manhole on each pipe segment and as accepted/approved by CCWA. A detailed report of Grease/Root Removal must accompany invoiced quantities providing tangent identification and linear footage of Grease/Root Removal.
- J. <u>Item 30</u> Measurement and Payment for Dye Flood Testing will be in accordance with the unit costs in the Pay Item Schedule and is defined as the CONTRACTOR providing all labor, materials, equipment, and incidental items for the introduction of dye water into a storm sewer or ditch believed to

Section 2: Work Assignment and Payment

be contributing to excessive infiltration into the sanitary sewer. Dye Flood Testing will be paid based on each location/setup and as accepted/approved by CCWA. No additional CCTV will be paid as part of Dye Flood Testing.

- K. Item 31-36 - Flow Meter and Rain Gauge is defined as the CONTRACTOR providing all labor, materials, equipment, and incidental items for the installation/removal and monthly maintenance for flow meter devices and rain gauges. The installation/removal of flow meters and rain gauges will be in accordance with the unit costs in the Pay Item Schedule and based on both installation and removal as a one-time lump sum cost. The flow meter and rain gauge monthly maintenance will be in accordance with the unit costs in the Pay Item Schedule and based on each month the units are in service. Please note the specifications in "Division 4, Section 3: General Requirements, 3.6 Temporary Wastewater Flow Monitoring" for equipment and uptime requirements. The Data Processing and Summary Report will be in accordance with the unit costs in the Pay Item Schedule and based on the summary report described in the specifications section for each flow monitoring study assigned. The I&I Analysis Report will be in accordance with the unit costs in the Pay Item Schedule and based on a detailed report of findings as described in the specifications section for each flow monitoring study assigned as needed. The reports shall be stamped by a Professional Engineer.
- L. <u>Item 37</u> Line Plugging instead of By-Passing for CCTV will be in accordance with the unit costs in the Pay Item Schedule and based on each line plugged to accomplish minimal flow requirements for CCTV. Flow through plugs and 100% plugs may be used to minimize flow in the downstream sanitary sewer for a short duration as long as there is no overflow of sewerage. In the event of an overflow of sewerage the Contractor shall be responsible for cleanup of the area and all other pertinent activities as required by the Georgia Environmental Protection Division (GAEPD). All costs of these restoration/cleanup activities shall be the responsibility of the Contractor.
- M. <u>Item 38</u> Electroscan Mobilization is defined as all of the CONTRACTOR's administrative and preparatory operations including all labor, materials, equipment, maintenance and incidental items which are necessary to arrive on-site and initiate Electroscan surveys. This Work Item will be paid on a per "each" unit cost in accordance with the Pay Item Schedule (one per Project

Section 2: Work Assignment and Payment

Work Order) and as accepted/approved by CCWA. The costs for demobilization, and re-mobilizations due to shutdowns or suspensions of the work caused by the CONTRACTOR shall not be compensated.

- N. <u>Item 39</u> Electroscan Inspection will be in accordance with the unit costs in the Pay Item Schedule and based on the total linear footage as measured in the field horizontally from the center of manholes on each pipe segment and as accepted/approved by CCWA. Flow bypassing shall not be included in the Electroscan Inspection unit cost and will be paid per the Pay Item Schedule if needed. Other methods of achieving full submersion of the sonde will be a part of the unit cost as described in the specifications section.
- O. <u>Item 40</u> Electroscan Report will be in accordance with the unit costs in the Pay Item Schedule (one per Project Work Order) and based on a summary of findings from the Electroscan Inspections as per the deliverable requirements in the specification section.
- P. <u>Item 41</u> SL-RAT Administration is defined as all of the CONTRACTOR's administrative, preparatory and reporting activities which are necessary to provide the equipment and complete the work, including but not limited to the preparation and delivery of field inspection deliverables. The Work Item will be paid on a "per month" unit cost in accordance with the Pay Item Schedule when applicable as authorized/approved by CCWA.
- Q. <u>Item 42</u> SL-RAT Field is defined as providing labor, equipment and related materials to complete a pipeline inspection. The Work Item will be paid on a per "segment" unit cost in accordance with the Pay Item Schedule when applicable as authorized/approved by CCWA. For the purpose of this work a segment shall be interpreted to mean the pipeline between consecutive manholes. Where intermediate manholes are buried or not accessible, CCWA reserves the right to allow testing between more than one adjacent manhole to manhole segment but will only be paid as one segment.
- R. <u>Item 43</u> Manhole Flow Surcharge Monitor Inspection and Installation/Removal is defined as providing labor, equipment, materials and incidental items for the installation/removal of flow surcharge monitor devices in selected manholes. The installation/removal of flow monitor devices will be in accordance with the unit costs in the Pay Item Schedule and based on both installation and removal as a one-time lump sum cost.

Section 2: Work Assignment and Payment

- S. <u>Item 44</u> Manhole Surcharge Monitor Monthly Maintenance will be in accordance to the Pay Item Schedule and based on each month the monitor devices are in service. The Flow Surcharge Monitoring will provide alarming capabilities for user defined parameters by means of email, text messaging or graphical interface.
- T. Items 45 50 Supplemental Services. Description to be provided by the Proposer with proposal submittal.

END OF SECTION

Section 3: General Requirements

3.1 General

The specifications contained herein supplement the Pay Item descriptions in the Measurement and Payment section.

- A. The Contractor shall provide a single, experienced supervisor in charge of field operations. The field supervisor shall be responsible for the safety of all site workers and site conditions, as well as ensuring that all work is conducted in conformance with these Specifications and to the level of quality specified. The field supervisor shall be responsible for reporting any safety or regulatory issue of concern immediately to CCWA. The field supervisor shall be approved by CCWA prior to commencement of work. Any change of supervision must also be approved by CCWA.
- B. CCWA operates as an agency within Clayton County and in coordination with other agencies including Clayton County and incorporated cities. The Contractor shall be responsible for coordinating the work in accordance with the requirements of local, state and federal authorities and jurisdictions as required. This includes but is not limited to: traffic and erosion control, worker and public safety and any fees and permitting required to complete the work. The Contractor shall provide CCWA with copies of permits, certifications, etc. upon request to document compliance with these requirements.
- C. The Contractor shall be responsible for all labor, materials, equipment, maintenance and other incidental costs which are necessary to provide traffic control. Where manholes are located in streets or driveways, adequate traffic safety devices including cones, signs, flashing lights, and other necessary safety equipment must be used. Department of Transportation (D.O.T.) certified Flaggers will be required on D.O.T. controlled roadways.
- D. To support field activities a letter of introduction on CCWA letterhead for field staff identifying them as contractors, describing the project work, providing contacts for more information, etc. will be provided. The Contractor shall provide all of its staff with photo identification and use vehicles with permanent company logos/markings/identification that are prominently displayed and clearly visible at all times. Contractor shall limit field activities to regular business hours. No weekend work is permitted without prior written approval from CCWA.

Section 3: General Requirements

- E. The work will require access to private property. The Contractor shall be responsible for coordinating advance written notification to access property before any work begins.
- F. Entrance into any manhole is considered a Permit-Required Confined Space Entry. The Contractor shall be responsible for preparing and implementing a Confined Space Entry Plan for in accordance with the Occupational Safety and Health Administration's (OSHA's) Permit Required Confined Space standard, contained in 29 Code of Federal Regulations (CFR) 1910.146. The CCWA reserves that right to have this document submitted at any time, but the Contractor shall be fully responsible for compliance.
- G. The Contractor shall take all necessary steps to eliminate the overflow of sewerage. In the event of an overflow of sewerage the Contractor shall be responsible for cleanup of the area and all other pertinent activities as required by the Georgia Environmental Protection Division (GAEPD). All costs of these restoration/cleanup activities shall be the responsibility of the Contractor. In the event that funds are expended by the CCWA related to these activities the Contractor shall reimburse the CCWA for any and all such costs including but not limited to the costs expended by the CCWA for fines levied by the GAEPD.
- H. The Contractor shall use special care in work methods and take all necessary precautions against improper use of the cleaning equipment to avoid damaging the sewer and/or manholes or property. If, in the CCWA's opinion, the Contractor's work has caused damage, the Contractor shall repair the damage timely and to the complete satisfaction of CCWA at no additional cost. In the event that funds are expended by CCWA related to these activities the Contractor shall reimburse CCWA for any and all such costs.
- I. The Contractor shall employ the "best practicable means" to minimize and mitigate noise as well as vibration resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery, particularly in residential areas and in the near vicinity of hospitals and schools and especially at night.

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3.2 Manhole Inspections

Scope

- A. Manhole inspections will be performed to gather information that can be used to evaluate the sewer system with respect to potential infiltration/inflow (I/I) sources and to catalog the physical condition and defects of the manhole. Manhole inspections shall include inspection and documentation of the manhole including:
 - 1. CCWA MH ID Number (CCWA shall provide numbers for new manholes).
 - 2. Date of condition assessment.
 - 3. X, Y Coordinates for manhole mapping corrections as needed.
 - 4. Status of the manhole: found, buried, not found, inaccessible.
 - 5. Type of manhole lid: std, bolt down, other.
 - 6. Ring and cover: OK, broken, missing.
 - 7. Depth of manhole from incoming pipe(s) invert to rim in feet/tenths.
 - 8. Depth of manhole from outgoing pipe invert to rim in feet/tenths.
 - 9. Height of manhole ring/cover from existing ground.
 - 10. Whether or not the manhole is subject to ponding: yes, no.
 - 11. Clock reference of each manhole connection and size (outgoing main at 6:00 o'clock).
 - 12. Location (outgoing main at 6:00 o'clock) and nature of visible defects and obstructions, i.e., indication of structural conditions or special problems in the main/manhole.
 - Evidence of leaks and locations, along with measured or estimated sources of extraneous flows, i.e., identification and quantification of visible inflow and infiltration source.
 - 14. Debris/Roots: yes, no.
 - 15. Special problems and conditions, such as overflows, bypasses: text comments.
 - 16. Evidence of surcharge: depth from invert (feet).
 - 17. New manhole, existing manhole or location correction.

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- B. Where manholes authorized to be inspected cannot be located because they are buried, not visible/accessible at the ground surface or where missing/broken covers or other maintenance items are observed, the Contractor shall notify CCWA on a daily basis for follow up action. CCWA will require a minimum of three business days from date of notification for follow up action. After the structures have been made accessible the Contractor shall complete the inspection as authorized by CCWA. Payment for manhole inspections will be made based on completed and approved inspections.
- C. Where supplemental manhole location work is authorized the horizontal location shall be surveyed, including x, y coordinates to meet the minimum precision standards for mapping grade Global Positioning Systems (GPS) and as defined by the following:

Horizontal Data

- Procedures used to collect the data will be utilized so that the precision of the measurements will meet the minimum tolerance specification of +/one (1) meter.
- 2. Georgia State Plane Coordinate System, West Zone, Units Feet, North American Datum of 1983.
- 3. Each data point must be tracked using a minimum of four (4) satellites, a PDOP of six (6) or less and collection a minimum of twenty (20) positions for each structure.
 - CCWA currently operates and maintains a Virtual Reference Station (VRS) that can be made available to the Contractor as a part of this work.

Deliverables

A. Manhole Inspection

- Manhole inspection data collected shall be submitted in the <u>CCWA</u> geodatabase format (See Attachment A) and referenced by the MH ID.
- Digital pictures of the inspection collected to document defects observed and shall be provided in electronic (jpeg) format using a "MH ID_sequential number.jpeg" file naming convention. Pictures shall be submitted in a folder named "manhole inspections". Pictures may be taken

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using pole mounted cameras or manned entry methods. Pictures shall include:

- a. MH cover with MH ID as added by the Contractor with a legible permanent marker.
- b. Above ground showing a general view of where the manhole is in relationship to the surroundings.
- c. Looking down into the manhole with the outgoing pipe in the 6 o'clock position.
- d. One picture of each pipe starting with the outgoing and moving to each subsequent pipe clockwise in the manhole.
- e. One picture of each connecting pipe in zoom mode to characterize entry pipe conditions.
- f. Additional pictures of any notable defects or leaks.

B. Trunk Line Manhole Inspection (Polecamera Inspection)

- 1. Trunk Line Manhole inspection data collected shall be in accordance with the Manhole Inspection Section 3.2 requirements stated above.
- 2. In addition to the requirements above, a separate pipe inspection shall be completed on the upstream and downstream ends of the pipe segments into the manholes. This does not include service taps into the manhole. This separate pipe inspection is not a full-length inspection of the pipe segment from manhole to manhole.
 - a. Pipe inspection data collected shall be submitted in the CCWA geodatabase format and referenced by the Pipe Segment Facility ID.
 - b. One complete inspection will contain the manhole inspection and a separate inspection of the incoming pipe(s) and outgoing pipe of the manhole.

3.3 Smoke Testing

<u>Scope</u>

A. Smoke testing is intended to identify and locate indirect inflow sources (such as broken sewer pipe directly under drainage paths or ponding areas, or faulty service connections) and direct inflow leaks (such as storm sewer cross-

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connections; roof leaders; cellar, yard, and area drains; fountain drains; and abandoned building sewers). Smoke shall be nontoxic, odorless, and non-staining.

- B. Smoke testing will be performed using a minimum 3,000 cfm blower and liquid smoke or mineral oil to generate a constant stream of smoke for at least 10 minutes. Up to three reaches but no more than 900 feet of sewer pipeline may be tested at one time.
- C. Smoke testing shall not be allowed on rainy days, on cloudy days following rain, or when saturated soil conditions exist. Testing shall be closely monitored on windy days. If smoke coming out of the ground is blown away so quickly as to escape accurate detection and/or photo documentation, testing shall cease until such time that conditions permit.
- D. The perimeter of each residence or commercial building shall be completely inspected, front and back, for sources of smoke. The roofs of all buildings shall be visually inspected for evidence of roof drains connected to sanitary drains.
- E. Smoke testing may affect residences and/or businesses in the area of the test. Therefore, an integral part of this work is public and emergency response agency notification. At a minimum, the following steps shall be taken:
 - 1. Residential/Commercial areas: Distribute advance notice flyers between 24 and 72 hours before smoke testing commences for each section of pipe.
 - Emergency Response Agency (Fire, Police): Identify and coordinate with public safety contact person and notify daily as to area, start time, and ending time.
 - Schools, Hospitals, Nursing Homes: Distribute advance notice flyers between 24 and 72 hours before smoke testing, and identify and coordinate with contact person and notify daily as to area, start time, and ending time.
- F. The Contractor shall keep a daily log of his contact with all affected agencies and institutions.
- G. Adequate safety procedures and traffic controls are the responsibility of the Contractor when performing smoke tests near or in roadways. Where a safe

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environment cannot be maintained, the Contractor shall schedule his work during low traffic times.

H. Advance notice flyers shall be customized by the Contractor to suit this project and must be submitted for approval by the CCWA prior to project commencement.

I. <u>Deliverables</u>

- 1. Smoke test inspections will be performed to gather information that can be used to evaluate the sewer system with respect to potential infiltration/inflow (I/I) sources. A GIS compatible ESRI spatial database noting the manhole-to-manhole segments being tested and locations of defects shall be provided to document each test. Smoke testing shall be documented to meet or exceed mapping grade GPS accuracy standards. Hardcopy or electronic files (in word.doc or PDF format) sketches, report forms and inspection data shall also be provided and shall be submitted in the CCWA geodatabase format (See Attachment A) to include:
 - a. MH-MH segment tested using CCWA Facility ID of the tangent and a smoke test ID assigned by the contractor.
 - b. Date of inspection.
 - c. Crew/personnel ID.
 - d. Locations of observed smoke (northing/easting) with a location ID assigned by the contractor with associated smoke test ID, assessment of probable defect (sewer main, lateral, sewer manhole, clean out/cap defect, storm drain, catch basin, downspout/gutter, ground, other) and severity (minor, major).
- 2. Multiple digital photographs shall be taken to show the general location of the defect with some other notable object/landmark in the background when possible. A close-up picture shall be taken to with a detailed view of the defect. Digital pictures of the smoke tests to document defects observed shall be provided in electronic (jpeg) format using a "smoke test ID_location ID_"sequential number.jpeg" file naming convention. Pictures shall be submitted in a folder named "smoke testing".

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3.4 CCTV Pipeline Inspections

<u>Scope</u>

- A. The scope of this work is to hydraulically clean, flow bypass pump when necessary and visually inspect sections of piping using CCTV. The Contractor shall provide bypass pumping or coordinate temporary plugging as authorized by the CCWA to allow the inspection. CCTV inspections may be performed without flow bypass pumping or flow through plugs if the flow level in the line is 25% or less of the pipe diameter for lines up to 15 inches in diameter.
- B. CCTV work will include sanitary sewer lines located in the street patterns and/or in remote areas. The Contractor is responsible to have adequate equipment to access all areas for CCTV work and provide traffic control as needed. CCWA shall not be responsible for constructing access roads for sanitary sewer lines located in remote areas.
- C. All costs associated with Light Cleaning shall be included in unit prices for the CCTV portion of the work. Heavy cleaning is defined as the debris that remains after 3 passes of a standard jet wash/vacuum system and shall be performed as authorized by CCWA to allow the completion of inspections. Heavy cleaning will be compensated at the unit prices provided in the Pay Item Schedule.
- D. Root/Grease removal shall be paid on a linear foot basis (manhole to manhole) based on field observations where the roots and/or grease accumulations are encountered. Light Root/Grease removal shall be defined as not greater than 25% of the pipe diameter and heavy root/grease removal shall be defined as greater than 25% of the pipe diameter. Approval of these pay items will be recommended as needed by the CCWA assigned field inspector as these issues are encountered.

Flow Interruption

A. Flow interruption may be utilized to minimize flow from entering a pipe during cleaning and/or CCTV work. Flow interruption may be completed using plugging, redirection/cofferdam or bypass pumping methods. Note that plugging, redirection or constructing a coffer dam to cause flow to back-up upstream are not work items eligible for payment. Flow interruption via bypass pumping is a work item eligible for payment.

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- B. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited. The Contractor shall perform flow interruption in such a manner as not to damage private or public property, or create a nuisance or public menace. After the work is completed, flow shall be returned to the sewer and all temporary materials/equipment removed.
- C. When flow interruption of any type is to be utilized, the Contractor shall submit a plan for approval. The plan shall indicate flow interruption method and generally include a map that shows manholes/structures affected; this includes plugging/suction points, flow discharge points, space required for pump(s) set up and route for discharge piping. When applicable, the plan shall indicate pump and piping size; pumping capacity shall be capable of handling peak flows. The Contractor shall assume the pipes flow full and can surcharge to ground level during wet weather conditions. The plan shall indicate the means by which flows from laterals are to be handled, which may include temporary piping and/or subsidiary pumping. Interruptions of lateral service shall not be allowed for more than 24 hours or as directed by the CCWA. The plan shall include an emergency response plan to be followed in the event of a failure of the system.
- D. When bypass pumping is approved, the Contractor shall furnish, install and maintain pumps, appurtenances, bypass piping and fuel required to maintain existing flows and services. All pumps used shall be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. All pumps used must be capable of running dry. Bypass pumping systems will be equipped to be operated continuously 24 hours per day. No more than two (2) pump discharge hoses shall be used for the bypass/diversion. If the flow exceeds the capacity of 2 hoses, then rigid piping shall be used. The rigid piping shall consist of HDPE or steel pipes with suitably pressure rated couplings to withstand twice the maximum system pressure or 50 psi, whichever is greater. Under no circumstances will aluminum irrigation type piping or glued PVC pipe be allowed. Pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic.
- E. When bypass pumping, the Contractor shall provide adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump for each size pump utilized

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shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure. The standby pump, appropriate piping, fuel, lubrication and spare parts shall be incorporated into the bypass arrangement at the site, ready for use in case of breakdown.

- F. A bypass pumping "drill" shall be performed by the Contractor to demonstrate system readiness if requested by CCWA. The drill shall demonstrate the incorporation of all standby equipment to handle flows when the main pump set is switched off. Provisions to accommodate any of the CCWA's review comments following the drill shall be adhered to in full at no additional cost.
- G. The Contractor shall take all necessary steps to eliminate the overflow of sewerage. In the event of overflows caused by the Contractor's work activities, the Contractor shall immediately take appropriate action to contain and stop the overflow, clean up the spillage, disinfect the area affected by the spill, and notify the CCWA in a timely manner in accordance with CCWA's requirements and all applicable regulatory requirements and all other pertinent activities as required by the Georgia Environmental Protection Division (GAEPD). All costs of these restoration/cleanup activities shall be the responsibility of the Contractor. In the event that funds are expended by the CCWA related to these activities the Contractor shall reimburse the CCWA for any and all such costs including but not limited to the costs expended by the CCWA for fines levied by the GAEPD.
- H. The Contractor will indemnify and hold harmless the CCWA for any fines or third-party claims for personal or property damage arising out of a spill or overflow that is the responsibility of the Contractor. Should fines subsequently be imposed as a result of any overflow for which the Contractor is fully or partially responsible, the Contractor shall pay all such fines and all of the legal, engineering, and administrative costs in defending such fines and claims associated with an overflow.

Cleaning

A. The Contractor shall remove all silt, debris, detritus, etc. resulting from all sewer cleaning activities at least once each working day. Such material shall be caught and collected in a suitable trap, weir, or dam within the manhole or chamber being cleaned and/or at the downstream manhole of the sewer segment being cleaned. The contractor shall place a grated type apparatus

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covering the downstream pipe during cleaning operations to prevent material larger than ½" from reentering the mains. The Contractor shall ensure that the capture method or methods used effectively prevent silt migration downstream.

- B. The Contractor shall be responsible for all arrangements and costs necessary to provide for the proper disposal of all materials removed from the sewers. The disposal site must be licensed to accept such materials and must be approved by the CCWA prior to commencement of the work. CCWA reserves the right to require submittals of disposal manifests. If these manifests cannot be produced by the Contractor no payment will be issued until CCWA is satisfied that all debris is being disposed of in a responsible manner.
- C. Water for pipeline cleaning will be provided by CCWA. The contractor shall comply with CCWA regulations related to Hydrant Use/Backflow Program. All details of the point of water connection, backflow protection, conveyance methods, draw-off rates, times and all local conditions regarding the use of water shall be approved by the CCWA prior to commencement of work. All equipment, labor, and material required for obtaining water for the work shall be provided by the Contractor. Where abuse or neglect of requirements of water provided occurs, CCWA reserves the right to suspend access and use of water to the Contractor. In such cases the Contractor will be responsible for providing water at no additional cost as needed to complete the work.
- D. A quality control inspection or survey of cleaned sewers shall be carried out as directed, immediately following completion of cleaning work. If a sewer or pipeline has not been cleaned as specified (based on visual inspection, tape review or field analysis by the CCWA), the sewer shall be re-cleaned at no additional cost to the CCWA.

Deliverables

A. Refer to Deliverables section (item A) under CCTV Inspection below for requirements.

CCTV Inspection

A. The surveying/inspecting equipment shall be self-propelled and capable of surveying/inspecting a length of sewer up to 1000 feet with access from one manhole only.

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- B. The CCTV system shall provide a color pan and tilt camera(s) to facilitate the survey and inspection of sewers and laterals. A 360° rotational scan indicating general condition must be implemented at every 50 feet interval (min.) along sewers, and at manholes and any notable or defect features.
- C. The speed of the CCTV camera in the sewer shall be limited to 40 feet per minute for surveys to enable the inspection to record adequate details. The Contractor shall use a suitable metering device, which enables the cable length to be accurately measured; this shall be accurate to ±1% or 3 inches, whichever is the greater. The Contractor shall demonstrate compliance with the accuracy tolerance if required by the CCWA. Correct adjustment of the recording apparatus and monitor shall be demonstrated by use of the test tape or other device approved by the CCWA.
- D. At the start of each sewer length being surveyed or inspected and each reverse set-up, the length of pipeline from zero footage from the center of the starting manhole, the entrance to the pipe, up to the cable calibration point shall be recorded and reported in order to obtain a full record of the sewer length. Only one survey shall be indicated in the final report. All reverse set-ups, blind manholes, and buried manholes shall be logged on a separate log. Video digits shall be recorded so that every recorded feature has a correct tape elapsed time stamp.
- E. Each log shall make reference to a start (ST) and finish (FM) manhole, unless abandonment took place because of blockage. Manhole number shall be indicated in the remark's column of the detail report. Surveys must not extend over 1 CD.
- F. At the start of each manhole length, a data generator shall electronically generate and clearly display on the viewing monitor and subsequently on the recording a record of data in alpha-numeric form containing the following minimum information:
 - 1. Automatic update of the camera's footage position from the center of the starting manhole from adjusted zero.
 - 2. Sewer dimensions.
 - 3. Manhole/pipe length reference numbers.
 - 4. Date of survey.

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- 5. Road name/location.
- 6. Direction of survey and direction of sewer flow.
- 7. Time of start of survey.
- 8. Material of construction of the pipe.

Submittals

- A. Standby power equipment and noise control plan.
- B. Sewer plugging method and types of plugs.
- C. Method of protecting discharge manholes or structures from erosion and damage.
- D. Spill prevention and emergency response plan.

Deliverables

- A. All deliverables shall be in PACP 6.0 file format or newer as required by CCWA and require that the contractors use televising software that is also current NASSCO certified and listed on the NASSCO website. All deliverables shall be such that the CCWA can read these reports and codes using our current software (Cues Granite Net and NASSCO PACP Coding). CCWA currently has a structured cleaning program and require custom fields with the CCTV inspection for data to support the program. Below are the current custom fields required as part of the CCTV deliverable. CCWA reserves the right to add custom fields in the future for data, as necessary. It shall be the sole responsibility of the Contractor to insure compatibility with CCWA formats.
 - 1. Grease Findings (Light, Medium, Heavy)
 - 2. Roots Findings (Light, Medium, Heavy)
 - 3. Debris Findings (Light, Medium, Heavy)
 - 4. Rags/Wipes? (Yes/No)
- B. Each inspection shall be saved as an individual file saved in a folder named by Basin ID in an electronic format using a "downstream MH ID_ upstream MH ID_yymmdd.file type" naming convention. Each inspection will also reference the facility ID of the tangent under the Pipe Segment Reference field. Pictures

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shall be submitted in a folder named "CCTV testing". Manhole and line segment identification numbers will be as assigned by CCWA.

- C. Completed manhole data sheets shall be submitted electronically.
- D. Each DVD/CD shall be labeled by reference to the header record for the survey section completed together with the following information:
 - 1. Sequential (unique) CD number.
 - 2. Basin / catchment worked in.
 - 3. Survey company name and logo.
 - 4. Survey date.

3.5 Dye Flood Testing

Scope

- A. Dye Flood Testing is intended as a follow up to smoke testing to locate cross connections between sanitary sewer and storm sewer pipes or ditches where smoke testing results suggest a significant inflow or infiltration source.
- B. Dye Flood Testing will be performed by introducing dye water into a storm sewer or drainage ditch to simulate a storm water runoff condition. Dye Flood Testing will be performed in conjunction with CCTV to determine if dye water is present in the sanitary sewer pipes.
- C. Dye products shall be non-toxic and biodegradable designed for plumbing testing. Water used to dilute the dye shall be clean and clear to develop a brilliant color mixture.
- D. Contractor shall maintain copies of MSDS sheets of the dye products on site to respond to all inquiries for information. MSDS sheets shall be submitted to CCWA upon request.

Deliverables

- A. Results of the Dye Flood Test shall be hardcopy or electronic files (in word.doc or PDF format).
- B. Location map of dye flood test showing location dye water was introduced and defect location if possible.

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- C. Photographs shall be taken of the dye water flooding in progress and, when possible, photographs shall be made of leaks located.
- D. Weir readings of flow before and after dye flood test to determine projected gallons per day and results provided with report.
- E. Estimated volume of dye water introduced into storm sewer or drainage ditch.

3.6 Temporary Wastewater Flow Monitoring

Scope

- A. The work will include the installation and maintenance of flow monitors and rainfall gauges for a period of 3 to 6 months or until adequate rainfall is obtained. The contractor shall be responsible for assessing and selecting monitoring sites, installing and maintaining equipment and collecting, analyzing and reporting findings. The major work items include:
 - 1. Site selection plan including site assessments and recommendations for flow monitoring and rainfall gauge locations and site data sheets for each site investigated,
 - 2. Installation and maintenance of equipment including calibration and confirmations,
 - 3. Monthly processing of data and production of reports to include tables, hydrographs and scattergraphs of depth, velocity, flow and rainfall data,
 - 4. QA/QC checks of field and office procedures with supporting documentation
 - 5. Final report presenting an analysis of the data and findings/recommendations, description of the project, equipment, field procedures, data processing procedures and all data.

Equipment Requirements

A. Flow Monitoring Equipment

The flow monitoring equipment shall be area-velocity type meters and include a datalogger, depth sensors (utilizing redundant ultrasonic and pressure depth sensors) and a velocity sensor. Depth and velocity sensors must measure flows in the same cross-section of pipe. Each sensor must be able to be field-

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calibrated individually to ensure the monitor data can be confirmed to match manual data collected during field visits. Monitors must be able to provide accurate data in free-flow, surcharge and backwater conditions and be able to measure both depths and velocities in flows as low as half an inch. Monitors shall be designed to operate in 8-inch diameter pipes without significantly restricting flow through the pipe.

B. Rainfall Gauge Equipment

Rain gauge equipment shall be tipping bucket style capable of recording 0.01-inch increments and equipped with a data logger to allow remote, automatic collection of data.

C. Software

Contractor will use standard, pre-developed software tools for managing data collection, analysis and reporting. The software shall manage raw data in a database and provide automated data reduction, site summary histories, trending, graphic hydrograph and scattergraph summaries of uploaded data and other statistical analyses.

Performance Requirements

A. Uptime Requirements

The Contractor shall maintain a minimum data retrieval of 90% of all flow level and rainfall data per individual monitor site per month. Uptime shall be defined as the number of valid 15-minute flow data points divided by total number of 15-minute intervals in the month. In the event that uptime falls below 90% at any site in a particular calendar month beginning one calendar month after equipment installation, the monthly monitoring charge shall be discounted the percentage below the uptime target per site per month. For instance, if uptime at a site is 85% on a given month, that particular month's invoice will reflect a 15% discount of the unit monthly fee for that site. To check uptime, the contractor shall provide an uptime summary chart or table, showing the number of hours that each monitor was collecting valid final flow data for each day that the monitor was installed during the monitoring period. Uptime submittals shall be signed and certified by the Contractor's Project Manager.

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B. Site Selection Plan

The Contractor shall be responsible for performing office and field investigations to assess and select flow monitoring and rain gauge sites in optimum locations for accuracy and reliability results. If the number of flow meters recommended is deemed excessive, the Contractor shall work with CCWA to redefine the study area and/or develop other alternatives that are acceptable to CCWA. The site selection plan shall include a review of the existing collection system information provided by CCWA, field investigations and planning activities and shall result in a plan layout of flow monitors and rainfall gauges including a description of the rationale used and site performance metrics. The Contractor shall be prepared to present a draft site selection plan to CCWA in a workshop format, respond to questions/comments and prepare a final plan prior to installing any equipment.

C. Flow Monitors

- 1. Prior to installation the Contractor shall perform, document and submit equipment calibrations and instrumentation checks to optimize equipment reliability and data accuracy. During the installation phase, the Contractor shall perform manual depth and velocity measurements at every site in order to confirm that the sensors are actually measuring accurate depths and accurate velocities. During the monitoring period contractor shall collect at least one additional confirmation at each site for each month of monitoring including the first month.
- 2. The Contractor will be responsible for ensuring that the flow monitors remain in calibration. This will require the contractor to perform field confirmation of monitor performance on a routine basis. Results will be compared to confirm the monitor data remains consistent with the manual depth and velocity measurements collected in the field. Upon installation or the first post-installation site visit, the contractor will adjust the depth or velocity readings in the monitor to bring the monitor into calibration. After that, depth and velocity parameters shall not be changed for the remainder of the project unless new sensors are installed. If present, pressure sensor drift shall be removed from the data during post-monitoring data processing. Depending upon the flow monitoring equipment used, back-up pressure sensors may be recalibrated daily using the ultrasonic depth sensor as a

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benchmark. Site confirmations shall be displayed in the graphical presentation of the monthly data deliverable.

D. Rain Gauges

All rain gauges shall be installed <u>before</u> the flow monitors are installed. Before installation, all tipping buckets shall be calibrated on-site with at least enough water to produce 100 tips of the bucket or the equivalent of 1-inch of rain within a specified time frame as defined by the rain gauge manufacturer's calibration procedures. Rain gauges should be located away from trees, high building's roof-edges and other man-made and natural objects that create rain shadows or affect local wind currents so as to reduce rainfall capture.

E. Equipment Maintenance

- 1. The Contractor will be responsible for providing all the maintenance required to keep the monitoring network fully operational within the equipment specifications so as to provide accurate data. This will include all personnel, equipment, tools and software necessary to meet the requirements of the project. This will include, at minimum:
 - a. Monitoring diagnostics
 - b. Repair and or replacement of equipment and/or parts
 - c. Battery replacements
 - d. Communications repairs
- 2. Contractor will be responsible for collecting and reviewing the flow data frequently enough to direct maintenance efforts to meet uptime requirements specified for the network. When bad data are discovered contractor will repair or replace the monitor as soon as possible. Flow data will be reviewed by the data analysts and field crews will be directed to perform monitor or site maintenance as needed to maximize the amount of accurate data collected by the monitors.

F. <u>Data Processing and Summary Report</u>

 All data collected from the network of flow monitors shall be processed and analyzed to maximize data quality, uptime and data integrity. Data shall be collected, processed, edited and analyzed by experienced staff in accordance with established standard operating procedures and work

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procedures and protocols. All data shall be processed and analyzed under ISO 9001 certified quality assurance procedures or similar quality management programs.

- 2. Rainfall data shall be collected and post processed using industry standard practices to define the impacts of I/I on the system.
- 3. The Summary Report shall include but not limited to the following:
 - a. Project Description.
 - b. Summary of flow meter locations including Manhole ID (Provided by CCWA), and linear footage of monitored basin.
 - c. Map of meter locations with polygons around monitored basins. (CCWA shall provide latest Geographic Information System Data)
 - d. Summary of Rain Gauge locations and corresponding map.
 - e. Summary of Meter Basin Characteristics.
 - f. Flow Meter Schematic, if applicable.

G. <u>I&I Analysis Report</u>

- 1. Project work shall be presented in an I&I Analysis Report that is stamped by a Professional Engineer. The report shall include all items listed above for the Summary Report. The I&I Analysis Report shall also include an analysis of dry and wet weather performance of the collection system (including a characterization of return year storm events) and provide sufficient detail to distinguish inflow and infiltration (I/I), prioritize and benchmark I/I against industry standards for severity and identify capacity related deficiencies in the system. The report shall include conclusions and recommendations and shall be prepared with graphics and tables that clearly summarize findings including but not limited to Peak Flow Rate (Q) vs. Peak Rainfall Intensity (I). The report shall include appendices of all raw data and relevant calculations to support the findings.
- 2. The Contractor shall prepare a draft report and present findings to CCWA in the format of a workshop. The Contractor shall prepare and submit six (6) hardcopies and one (1) electronic copy in Word format of the final report

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within thirty (30) days of receiving responses to comments, questions and input received from the draft report.

3.7 Electro-Scan

Scope

- A. The scope of this work is to inspect sections of piping using Electro-Scan testing to locate sewer pipe defects and potential inflow/infiltration sources. This work shall be carried out in accordance with ASTM Standard F2550-06: Standard Practice for Locating Leaks in Sewer Pipe Using Electro-Scan the Variation of Electric Current Flow Through the Pipe Wall.
- B. Gravity flow pipes shall be fully submerged by the following methods but not limited to, downstream plugging, downstream flow through plug or a kite/parachute apparatus for submersion of the sonde.
- C. Flow bypassing will be considered as a separate pay item for the purpose of this work if required.

Deliverables

- A. All deliverables shall include one pdf copy and two hard copy format reports.
- B. Each report shall include but not limited to the following sections:
 - 1. Introduction.
 - 2. Sewer main description listing line segments for Electro-Scan.
 - 3. Anomoly Summary Histograms.
 - 4. Anomoly Histograms.
 - 5. Individual Line Segment Electro-Scan Processed Current Traces.
 - 6. Maps showing line segments of Electro-Scan Testing.
 - 7. Conclusion.
- C. Each inspection shall be referenced by Upstream Manhole ID to Downstream Manhole ID and Facility ID of the tangent. Manhole and line segment identification numbers will be as assigned by CCWA.

Section 3: General Requirements

3.8 SL-RAT (Sewer Line Rapid Assessment Tool)

Scope

A. The scope of this work is to inspect sections of piping from manhole to manhole using the Sewer Line Rapid Assessment Tool (SL-RAT) to detect blockage conditions in gravity flow sewers.

Deliverables

- A. All deliverables shall include one electronic copy and two hard copy format reports.
- B. Each report shall include but not limited to the following sections:
 - 1. Excel Spreadsheet with the following information for each setup:
 - a. Upstream Manhole ID.
 - b. Downstream Manhole ID.
 - c. Tangent Facility ID.
 - d. Inspection Results.
 - 2. Maps showing line segments of SL-RAT Inspections.
- C. Each inspection shall be referenced by Upstream Manhole ID to Downstream Manhole ID and Facility ID of the tangent. Manhole and tangent identification numbers will be as assigned by CCWA.

3.9 Manhole Flow Surcharge Monitor

Scope

- A. The scope of this work is to assess and select locations on an as-needed basis to install Flow Monitor Surcharge Devices in sanitary sewer manholes to detect high flow levels due to surcharge from blockages or capacity issues from Inflow and Infiltration.
- B. Flow level measurement shall be made with an ultrasonic sensor.
- C. Power supply shall be non-rechargeable alkaline batteries with a minimum life of one year at 15-minute sampling rate (logging flow level)

Section 3: General Requirements

- D. Communication shall be transmitted to host website by satellite or wireless/cellular connection.
- E. Data recording interval shall be standard intervals of 15 and 30 minutes.

<u>Deliverables</u>

- A. One electronic copy and two hard copy maps of Flow Monitor locations for each work order issued.
- B. Email and/or text notification for exceeding user defined parameters.
- C. Level Trending for I&I analysis.
- D. Access to web-based map interface with training with up to 10 persons, as necessary.
- E. Electronic data downloads for storage and analysis by CCWA.

END OF SECTION

ATTACHMENT A

For the CCWA SSES Geodatabase please click <u>HERE.</u>

ATTACHMENT B

Interim Waiver and Release Upon Payment

STATE OF GEORGIA COUNTY OF CLAYTON

INTERIM WAIVER AND RELEASE UPON PAYMENT

The undersigned mechanic and/or materialman has been employed by the Clayton County Water Authority to furnish:
[describe materials
and/or labor]; for the construction of improvements known as:
[title of the project or building];
which is located in the City of, County of, and is owned by the Clayton County Water Authority at the following address:
and more particularly described by the following metes and bounds description, land lot district, or block and lot number:
See Attachment: ☐ yes ☐ no
Upon the receipt of the sum of: \$;

the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property through the date signed below and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD.

	_(L.S.)
(Signature of Deponent)	_()
(Printed/Typed Name and Title)	_
Deponent, individually, and as duly authorize of Contractor	ed agent and duly elected and acting officer
(Company Name)	_
PERSONALLY APPEARED BEFORE ME, County, the Deponent, who, being personal sworn and on oath deposed and said that the and correct thisday of	ly known to the undersigned and being duly he within and foregoing statements are true
Notary Public	
Commission Expiration Date:	
(NOTARY SEAL)	
(Witness)	(Address)

ATTACHMENT C

Waiver and Release Upon Final Payment

STATE OF GEORGIA COUNTY OF CLAYTON

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned mechanic and/or materialman has been employed by the Clayton County Water Authority to furnish:
and/or labor]; for the construction of improvements known as:
and/or laborj, for the construction or improvements known as:
[title of the project or building];
which is owned by the Clayton County Water Authority at the following address:
and more particularly described by the following metes and bounds description, land lot district, or block and lot number:
See Attachment: ☐ yes ☐ no
Upon the receipt of the sum of: \$;
the mechanic and/or materialman waives and releases any and all liens or claims of liens or any right against any labor and/or material bond it has upon the foregoing described property.

THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON

ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD.

PERSONALLY APPEARED BEFORE ME, the undersigned attesting officer, duly authorized by law to administer oaths (the "Deponent"), who being duly sworn according to law, deposes and says on oath:

- 1. That Deponent is the duly authorized agent and duly elected and acting officer of ______ (the "Contractor"), and is duly authorized to execute this Final Contractor's Affidavit, Lien Waiver and Indemnification (this "Affidavit") in a representative capacity on behalf of Contractor, as well as in Deponent's individual capacity, and Deponent has made diligent inquiry into and is personally familiar with and has full knowledge of all facts set forth herein.
- 2. That Contractor acted as the sole general contractor in charge of and directly responsible for the building and construction of all improvements (the "Work") located as reflected above (the "Property"), all of which Work was performed pursuant to the terms of that certain agreement dated _______ (the "Agreement") by and between Contractor and the Clayton County Water Authority as the owner or agent of the owner of the Property (the "Owner"). The Work includes, without limitation, all Work under or related to the Agreement and all change orders to the Agreement, and all supplemental contracts and subcontracts, whether oral or written, for any extra, additional or replacement labor or materials. Contractor is, and performed the Work as, an independent general contractor and Contractor is not an agent of Owner, and all of the Work was furnished and performed at the instance of Contractor as general contractor.

- **3.** That the Work has been fully and finally completed in strict accordance with the terms of the Agreement, and Contractor has at all times since the commencement of the Work been in direct charge of all aspects of the Work, and Contractor has obtained a current valid permanent certificate of occupancy for the Property and the Work, and the Work has been completed within the boundary lines of the Property.
- **4.** Upon receipt of the sum reflected above, Contractor acknowledges that Owner has paid in full to Contractor the full contract price under the Agreement (the "Contract Price"), which Contract Price includes, without limitation, all amounts and bills for all labor, materials, fixtures and supplies of any type whatsoever used in the Work. Upon receipt of these monies, all contractors, subcontractors, subcontractors of subcontractors, materialmen, suppliers and laborers will be paid in full the agreed price or reasonable value for all materials and supplies ordered, used or furnished and services and labor rendered in connection with or as a part of the Work, and none of such parties have or will have any claim, demand or lien against the Property, and all of the amounts paid by Owner to Contractor under the Agreement have been and will be used to pay for labor or materials used in the Work when no liens or claims of lien were filed or outstanding. There are no disputes regarding the Agreement or any other contracts or subcontracts with respect to the Work or the Property, and, except for bills associated with these final monies, there are no amounts due or unpaid bills of any nature, either for labor or services related to the Work or the Property or any materials which have been or may have been placed upon, or applied or delivered to the Property, and Contractor does hereby unconditionally agree to hold harmless and indemnify Owner from and against all claims for mechanic's or materialman's liens or claims of lien, including, without limitation, any attempted foreclosure thereof, which in any way arise out of or are related to the Work or the Property, including, without limitation, any attorney's fees incurred in connection therewith.
- **5.** That Contractor does hereby for itself, and its employees, suppliers, subcontractors, mechanics and materialmen and all other persons acting for, through, or under Contractor, waive, remise, relinquish and release all right to file or to have filed or to maintain any materialman's or mechanic's lien or liens or claim or claims against the Property or arising out of or related to the Work. This Affidavit is executed and given in favor of and for the benefit of, and may be relied upon by, Owner and each and every party legally or equitably, now or hereafter, owning or holding any interest in the Property.

	statement made under the provisions of Official
<u> </u>	14-361.2 and is made for the purpose of inducing
Owner to pay to Contractor the balance	of the Contract Price pursuant to the terms of the
Agreement.	
	(L.S.)
(Signature of Deponent)	
(Printed/Typed Name and Title)	
Deponent, individually, and as duly auth	norized agent and duly elected and acting officer
of Contractor	
(Company Name)	
PERSONALLY APPEARED BEFORE	ME , a Notary Public in and for said State and
County, the Deponent, who, being pers	sonally known to the undersigned and being duly
sworn and on oath deposed and said t	hat the within and foregoing statements are true
and correct thisday of	, 20
Notary Public	
Commission Expiration Date:	
(NOTARY SEAL)	
(Witness)	(Address)

ATTACHMENT D

W-9 Form



Request for Taxpayer Identification Number and Certification

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

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

	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
Print or type. Specific Instructions on page 3.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
pe.			Exempt payee code (if any)
r ty ucti	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	' '	F " (FATOA "
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner of the LC is is disregarded from the owner should check the appropriate box for the tax classification of its owner.			1 0
ecif	Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)
See Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)
S	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Par	Taxpayer Identification Number (TIN)		
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	,ia	curity number
reside entitie	up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other ss, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	ta 🔲	
TIN, la	ater. : If the account is in more than one name, see the instructions for line 1. Also see <i>What Name a</i>	or Fmplover	identification number
	per To Give the Requester for guidelines on whose number to enter.		
			-
Par	t II Certification		
Unde	r penalties of perjury, I certify that:		
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for a n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding; and	I have not been n	otified by the Internal Revenue
3. I ar	n a U.S. citizen or other U.S. person (defined below); and		
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.	

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

other than	interest and dividends, you are not required to sign the certification, but you must provide y	our correct IIN. See the instructions
Sign Here	Signature of U.S. person ▶	Date ►

General Instructions

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

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

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

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

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

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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.

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.

- 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
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
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
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:
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
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC13. A broker or registered nominee	The partnership 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 <code>phishing@irs.gov</code>. 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 <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> 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.

Page 6

ATTACHMENT E

Vendor Form



COVER SHEET

Effective: May 1, 2019

FOR

VENDOR INFORMATION FORM

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

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

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

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

Minority Groups:

Hispanic American

> African American

Native American

> Asian American

Pacific Islander

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

Vendor Information Forms should be submitted to the Procurement Department.

For questions related to the verification of certifications, please email ccwa_slbe_program@ccwa.us

VENDOR INFORMATION FORM

	PART 1
Vendor Name:	
Phone Number:	Fax #:
E-Mail Address:	
Mailing Address:	
Pay to Address:	
☐ Same as above	
_	noney between banks electronically. If you are interested in ACH payments, please complete all of the attach a copy of a voided check confirming your account information:
Bank Name:	
Routing No.:	Account No.:
Account Name: Remittance to Email .	Addrass:
	es should send all invoices to: CCWA_Accounts_Payable@ccwa.us
□ P.	ndividual/Sole Proprietor
Social Security or 7	Tax Identification Number (TIN):
Payment Terms:	□ NET 30 DAYS □ Other:
	VICES PROVIDED: GP Code(s)
	For help finding NIGP Codes, click here: NIGP Code Listing
R	equired: A signed W-9 form must be submitted with this form.
	PART 2
<u>(For informat</u>	cion gathering purposes only. You are not required to complete PART 2).
COMPANY'S	OWNERSHIP CLASSIFICATION - See Cover Sheet for additional information.
To partipate in	the Small Local Business Program, please complete the following section:
SLBE Are yo	ou certified? Yes No Certifying Agency
County of Primary	y Business Located:
If you are certified	d as one of the following classifications, please check the appropriate box: WBE
* IF MBE , PLEAS CHOOSE ONE ONL	— — — — — — — — — — — — — — — — — — —
Etc.) may be chosen.	Company" has been chosen, no other designation (Hispanic American, African American, This option will serve as your company's classification. Information Forms should be submitted to ccwa slbe program@ccwa.us.

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