



## REQUEST FOR PROPOSALS

# SEWER SYSTEMS EVALUATION SURVEYS

Proposal Number 2024-PME-06

**January 2024**

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

**Virtual Teams**

Proposal Opening Meeting: Tuesday, February 20, 2024, at 2:00 p.m. local time.

**Virtual Team**

**Non-Mandatory**

Pre-Proposal Meeting: Thursday, February 8, 2024, at 2:00 p.m. local time.

**This solicitation includes SLBE Preference Points**

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## **Attachments**

- A. [CCWA Geodatabase Format](#)
- B. Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment
- C. Waiver and Release of Lien and Payment Bond Rights Upon Final Payment
- D. W-9 Form
- E. Vendor Information Form
- F. Proposal Submittal Package Label
- G. Cost Proposal Submittal Package Label

## **Addenda**

(None Issued at this time)

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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 on **Tuesday, February 20, 2024, 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 **Thursday, February 8, 2024, at 2:00 p.m. (local time)**.

To attend both the Pre-Proposal and the Proposal Opening Virtual Meetings, please use the following information:

[Join Microsoft Teams Meeting](#)

**Toll number: +1 912-483-5368**

**Conference ID: 160 117 444#**

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 via 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: Dr. Cephus Jackson, Chairman*

**END OF SECTION**

## **Division 1**

## **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 **June 1, 2024 to May 31, 2025**.

CCWA reserves the right to award 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 several 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 of 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** <sup>(1)</sup>) 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*. Emailed proposals will not be accepted.

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<sup>(1)</sup> *One original paper copy of the Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. Please use the provided “Cost Proposal Label” to affix to the envelope. The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all proposers.*

## **Division 1**

## **General Information**

### **Section 2: General Overview**

**Please affix the label provided with this section to your sealed container.** The sealed containers shall be publicly opened, and the names of the firms shall be read aloud at said date and time.

#### **2.3 Proposal Format**

Each Proposal Response should include a Cover Letter with the information outlined below:

##### Cover Letter.

A letter (4 pages maximum) of introduction and interest on letterhead. Provide the full legal name, the 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.

In addition to the Cover Letter, each proposal must include Sections 1 through 4 below, completed as outlined below, for the proposal to be considered responsive. Response to Sections 1-4 shall be limited to a maximum length of 30 pages (not including resumes, brochures, and preprinted information).

##### Section 1 – 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.

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 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.

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

## **Division 1**

## **General Information**

### **Section 2: General Overview**

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 2 - 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, and 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.

Provide a table/matrix to identify all members of the proposed project team with respect to the reference projects included in Section 3 work as well as the project categories listed above.

#### Section 3 - Project Descriptions/References.

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,



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## **General Information**

### **Section 2: General Overview**

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 4 – 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.

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

### Section 5 – SLBE Preference Points.

This procurement will have an incentive of up to 10 possible additional points (“preference points”) given to all CCWA certified SLBE primes only depending on their business county of location. Please refer to Division 2, Section 8 of these RFP documents.

## **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.

<b>Item</b>	<b>Criteria</b>	<b>Points</b>
1	Project Understanding and Experience	30
2	Project Team	25
3	Project Descriptions/References	15
4	Cost Proposal	30
<b>Total Possible Points</b>		<b>100</b>
5	SLBE Preference Points <sup>(2)</sup>	10
<b>Maximum total Points with SLBE</b>		<b>110</b>

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<sup>(2)</sup> Points to be determined after verification of CCWA SLBE certification.

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**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	Thursday, February 8, 2024, at 2:00 PM, local time
Deadline for Questions	Friday, February 9, 2024 at 2:00 PM, local time
Issue Last Addendum	Thursday, February 15, 2024 at 2:00 PM, local time
Proposal Opening	Tuesday, February 20, 2024 at 2:00 PM, local time
<b>EVALUATION PHASE</b>	
CCWA Board Approval Anticipated	Thursday, May 2, 2024
Sign Contract	Monday, May 27, 2024
Planned Start Date	June 2024

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](mailto: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, Friday 9, 2024** at [ccwa\\_procurement@ccwa.us](mailto:ccwa_procurement@ccwa.us). All responses to questions will be issued in the form of an Addendum by email. All Addenda issued shall become part of the Proposal Documents.

**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.

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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

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

## **Division 2**

## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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.
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.

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## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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

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## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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.
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.

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## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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

## **Division 2**

## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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



## **Division 2**

## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

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

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

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

#### **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

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

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

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### **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 coverage and stating that each policy has been endorsed to provide a minimum of thirty (30) day advance written notice to the Authority in the event of cancellation, material change, or nonrenewal of policies required under the contract to the Authority. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, licensed or approved to do business in the State of Georgia, and rated Secure (“A-”, “VII” or better) by A.M. Best’s Insurance Guide throughout the duration of the contract. The letter denotes the company’s financial strength, and the Roman numeral represents the financial size of the carrier. 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. The insurer shall agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Authority, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation from the insurer.

As the risk management requirements herein are minimum required insurance coverage and limits, the risk management director may require additional and/or increase in coverage and limits driven by the complexity of the relevant contract.

Authority requires insurance on an “occurrence” basis whenever possible. Policies written on a “claims made” basis (e.g. cyber, professional liability and pollution liability) require the inclusion of the following provisions:

- (a) The retroactive date must be shown on the certificate of insurance (or provided a copy of the declarations page showing it).
- (b) Insurance must be maintained for at least two (2) years after completion of the work and/or contract.
- (c) If coverage is canceled or non-renewed after the work has been completed and/or the contract has ended, the contractor must purchase the extended reporting period for at least two (2) years.

## Division 2

## Bid Requirements

### Section 2 Risk Management Requirements

#### ALL CONTRACTS

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability MINIMUM limits of \$500,000 bodily injury for each Accident, \$500,000 bodily injury for each Disease, and \$500,000 bodily injury by Disease for each Employee. Disease \$100,000 each employee, \$500,000 Disease policy limit. If any work is performed out of state including any remote worker, then those states must be covered as well. If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes.

**Automobile Liability** – Automobile liability required for all contracts except for products or services that are remote only or are delivered by professional delivery service. ISO policy form CA0001 or its equivalent liability coverage. Coverage shall be included for any owned, leased, hired, or non-owned autos (ISO symbol 1 is preferred). For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy. Sole proprietors shall provide the same limits as stated above via a personal auto policy plus an umbrella. Uninsured motorist coverage should be equal to the per occurrence limit except for contracts with other governmental entities.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of

#### AS APPLICABLE

**Crime Liability** – Crime Liability required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers. Any use of crypto currencies must be pre-approved by the risk management department.

**Cyber Liability** – Cyber Liability required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts. Coverage shall include the minimum: Information Security & Privacy Liability, Regulatory Fines and Penalties, Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed, and Ransomware. Since cyber insurance policies are written on a claims made basis insurance must be maintained for at least two (2) years after completion of the work and/or contract.

**Professional Liability (Errors & Omissions)** – Professional Liability required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

**Terrorism Liability** – Terrorism Liability required on specific contracts stated by the risk management department including but not limited to: 1) all contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000; and 2) all special events that are highly visible, politically sensitive, or have more

## Division 2

## Bid Requirements

### Section 2 Risk Management Requirements

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. The general aggregate and products & completed operations aggregate should be at least twice the minimum required occurrence limit. Policy shall be written on an Insurance Services Office (ISO) industry form CG0001 2010 or newer. Contracts involving any youths or children under 18 should also be required to provide proof of coverage for sexual abuse & molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis, insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.

than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors.

**Aviation Liability** - required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO). Coverage should include owned, hired, and non-owned aircraft/ aviation.

**Liquor Liability** –required for all third-party services and contracts involving selling, distributing, or serving alcohol. Coverage should be full liquor liability and not “host” liquor if it is being sold.

**Sexual Abuse & Molestation Liability** –required for all contracts and services involving youths, children, special needs, or senior citizens. Must be maintained for at least two (2) years after completion of the work and/or contract.

[LIMITS OF LIABILITY ON NEXT PAGE]

**Division 2**

**Bid Requirements**

**Section 2 Risk Management Requirements**

**LIMITS OF LIABILITY (Commercial General):**

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal & Advertising Injury
\$500,000	Damages to Premises/Fire Legal
\$5,000	Medical Payments

**LIMITS OF LIABILITY (Automobile):**

\$1,000,000	Combined Single Limit OR
\$500,000	Per Person
\$500,000	Per Occurrence
\$100,000	Property Damage
\$1,000	Medical Payments

**LIMITS OF LIABILITY (Crime):**

\$1,000,000	Employee Dishonesty
\$1,000,000	Funds Transfer Fraud
\$100,000	Money & Securities
\$1,000,000	Computer Crime
\$100,000	Social Engineering or its equivalent

**LIMITS OF LIABILITY (Cyber):**

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	Annual Aggregate
\$1,000,000	Business Interruption
\$1,000,000	Data Recovery
\$500,000	Cyber Extortion Expenses
\$50,000	Cyber Extortion/Ransom Payments

**Division 2**

**Bid Requirements**

---

**Section 2 Risk Management Requirements**

**LIMITS OF LIABILITY (Aviation):**

\$5,000,000	Each Occurrence
\$1,000,000	Automobile Liability
\$1,000,000	Pollution Liability (FBOs Only)

**LIMITS OF LIABILITY (Liquor):**

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

**LIMITS OF LIABILITY (Sexual Abuse & Molestation):**

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	General Aggregate

**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. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for workers compensation.

**END OF SECTION**

## **Division 2**

## **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:

A. 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. CCWA SLBE Certificate and/or required SLBE Forms (as applicable). An indication of "N/A" for "not applicable" must be noted as appropriate.

G. Copies of any and all license(s) required to perform the work.

H. Any other items as required in this RFP including but not limited to the items contained in the Instructions to Proposers.

## **Division 2**

## **Proposal Requirements**

### **Section 3: Proposal Submittals**

- I. Non-Collusion Certificate.
- J. Certification of Absence of Conflict of Interest.
- K. W-9 Form (Attachment B).
- L. Vendor Form (Attachment C).
- M. Addenda (if any issued).

**END OF SECTION**



**Division 2** **Proposal Requirements**

**Section 4: Cost Proposal Form**

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

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

In compliance with the Request for Proposals, Proposer hereby proposes to perform all Work for **Sewer System Evaluation Surveys** 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.

## **Division 2** **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:

---

**Division 2** **Proposal Requirements**

**Section 4: Cost Proposal Form – Pay Item Schedule**

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

**Division 2** **Proposal Requirements**

**Section 4: Cost Proposal Form – Pay Item Schedule**

NO.	WORK ITEMS	UNIT	Estimated Quantity	UNIT COST	EXTENDED COST
20	Flow Bypassing - larger than 36-inch to 48-inch diameter	Day	2		
21	Heavy Cleaning - up to 12-inch diameter	LF	30,000		
22	Heavy Cleaning - larger than 12-inch to 18-inch diameter	LF	10,000		
23	Heavy Cleaning - larger than 18-inch to 24-inch diameter	LF	3,000		
24	Heavy Cleaning - larger than 24-inch to 36-inch diameter	LF	1,500		
25	Heavy Cleaning - larger than 36-inch to 48-inch diameter	LF	750		
26	Grease / Root Removal - up to 12-inch diameter	LF	30,000		
27	Grease / Root Removal - larger than 12-inch to 18-inch diameter	LF	6,000		
28	Grease / Root Removal - larger than 18-inch to 24-inch diameter	LF	2,000		
29	Grease / Root Removal - larger than 24-inch to 36-inch diameter	LF	1,000		
30	Grease / Root Removal - larger than 36-inch to 48-inch diameter	LF	500		
31	Dye Flood Testing	EA	20		
32	Sewer Cleanout Cap Replace	EA	75		
33	Sewer Cleanout Repair	EA	25		
34	Flow Meter Inspection and Installation/Removal	EA	15		
35	Flow Meter Monthly Maintenance	EA	90		
36	Rain Gauge Inspection and Installation/Removal	EA	5		
37	Rain Gauge Monthly Maintenance	EA	30		
38	Data Processing Summary and I&I Analysis Reports – Up to 15 Reports	EA	5		

**Division 2** **Proposal Requirements**

**Section 4: Cost Proposal Form – Pay Item Schedule**

NO.	WORK ITEMS	UNIT	Estimated Quantity	UNIT COST	EXTENDED COST
39	Data Processing Summary and I&I Analysis Reports - 16 to 30 Reports	EA	5		
40	Data Processing Summary and I&I Analysis Reports - 31 to 45 Reports	EA	5		
41	Data Processing Summary and I&I Analysis Reports - 46 and More Reports	EA	5		
42	Line Plugging instead of By-Passing for CCTV (each location)	EA	60		
43	Equipment Rental	EA	NA	10%	NA
44	Specialty Services	EA	NA	10%	NA
<b>TOTAL PROPOSED AMOUNT</b>					

**N/A** = Non-applicable; **LF** = Linear Foot; **EA** = Each;

Submitted by: \_\_\_\_\_  
 (COMPANY NAME OF PROPOSER)

CCWA Certified SLBE    Yes  County \_\_\_\_\_    No

If Yes, submit a copy of your current CCWA SLBE Certification.

**Division 2**

**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)*

By: \_\_\_\_\_  
*(SIGNATURE)*

---

*(TITLE)*

---

*(DATE)*

*(SEAL)*  
*(ATTEST)*

---

*(ADDRESS)*

---

*(PHONE NUMBER)*

---

*(E-MAIL ADDRESS)*

---

*(LICENSE NUMBER) (If applicable)*

**END OF SECTION**

**Division 2**

**Proposal Requirements**

**Section 6: Proposer Qualification Information**

COMPANY NAME OF PROPOSER: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS OF COMPANY: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

POINT OF CONTACT NAME: \_\_\_\_\_

POINT OF CONTACT'S  
EMAIL ADDRESS: \_\_\_\_\_

COMPANY TAX ID NUMBER: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

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

NAME OF PRINCIPAL OFFICERS: \_\_\_\_\_

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit and Agreement**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor’s fully executed affidavit is attached hereto and is incorporated into this Agreement by reference herein.
  
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
  - 1. \_\_\_\_\_ 500 or more employees.
  - 2. \_\_\_\_\_ 100 or more employees.
  - 3. \_\_\_\_\_ Fewer than 100 employees.
  
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
  - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor.
  - 2. Secure from each such subcontractor an attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time.”

**Contractor** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit and Agreement**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number  
Enter the four to seven-digit number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor (Printed)

\_\_\_\_\_  
BY: Authorized Officer or Agent of Contractor (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor’s Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit and Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_

\_\_\_\_\_ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with \_\_\_\_\_

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

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number      Date of Authorization  
Enter the four to seven-digit number

\_\_\_\_\_  
Name of Sub-contractor (Printed)

\_\_\_\_\_  
Authorized Officer or Agent of Sub-contractor (Signature)      Date

\_\_\_\_\_  
Name of Sub-contractor’s Authorized Officer or Agent  
(Printed)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Sub-contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public      My Commission Expires

**END OF SECTION**

## **Division 2** **Bid Requirements**

### **Section 8 - Small Local Business Enterprises (SLBE) – General Information**

#### **8.1 Program Overview**

Clayton County Water Authority (CCWA) implemented a Small Local Business Enterprise (SLBE) Program to promote full and open competition in all government procurement and purchasing.

The SLBE program provides an additional race-and gender-neutral tool for the Authority to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in Authority Solicitations.

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

SLBE in CCWA refers to a locally based small business which meets the following criteria:

- 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.
- 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.
- **Note:** Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; <https://www.ccwa.us>. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the Certification Process by the solicitation submission deadline.

To encourage participation in contracting regardless of company size, the Authority provides bidders with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The Authority's three Solicitation SLBE Incentives; Bid Discounts, Preference Points, and SLBE Goal utilization are determined on a solicitation-by-solicitation basis.

## **Division 2** **Bid Requirements**

### **Section 8 - Small Local Business Enterprises (SLBE) – General Information**

#### **8.2 SLBE Incentive Type**

The purpose of this section is to communicate the use of an SLBE Incentive (Bid Discount or Preference Points) for Prime Contractors in the solicitation and provide instructions or requirements of the intended SLBE Incentive.

This solicitation offers the following SLBE Incentive: (Refer to check marked section.)

#### **Bid Discount**

Bid discounts are incentives that allow an original bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsible bidder, while the original bid amount will be the basis for contract award.

The calculation of SLBE tiered bid discounts shall be as follows:

- 10% for SLBE's in Clayton County.
- 7.5% for SLBE's within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding.

*Example: A \$100,000 bid with a 7.5% bid discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful bidder.*

#### **Preference Points**

RFP Preference Points are point incentives that are awarded on a basis that includes factors other than the lowest price and wherein responses that are submitted by CCWA SLBE Certified Firms are awarded additional points in the evaluation process in the scoring and ranking of proposals. The awarded points are disbursed for CCWA SLBE Certified Firms proposing as a Prime Contractor and located in Clayton County or the ten (10) counties outlined in Section 8.1. RFP Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible, responsive proposer.

The calculation of tiered RFP Preference Points in this solicitation for CCWA SLBE Certified Firms will be based on the following criteria:

- 10 Points for CCWA SLBE Firms in Clayton County.
- 7.5 Points for CCWA SLBE Firms within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding.

**Division 2 Bid Requirements**  
**Section 8 - Small Local Business Enterprises (SLBE) – General Information**

<b><u>Example:</u></b>	
General proposal requirements .....	(POSSIBLE TOTAL 50 POINTS)
Technical requirements .....	(POSSIBLE TOTAL 50 POINTS)
SBLE Preference Points .....	(POSSIBLE TOTAL 10 POINTS)
<b><u>SLBE Proposal</u></b>	
General Requirements .....	40
Technical Requirements .....	30
SLBE Preference Points –Clayton .....	10
<b>TOTAL POINTS</b>	<b>80</b>
<b><u>NON-SLBE Proposal</u></b>	
General Requirements .....	40
Technical Requirements .....	30
No SLBE Preference .....	0
<b>TOTAL POINTS</b>	<b>70</b>

**8.3 SLBE Conclusion**

A bidder does not have to be a CCWA SLBE Certified Firm to participate in a solicitation where Bid Discounts or Preference Points Incentives are offered.

The use of Certified CCWA SLBE Firms as subcontractors will not establish eligibility to receive Bid Discounts or Preference Points. In the event of a tie between a CCWA SLBE Certified Firm and a non-CCWA SLBE Certified firm, the CCWA SLBE Certified Firm will be recommended for the contract.

By signing the solicitation, the bidder is certifying that he/she has complied with the requirements of this program. Contact the Small Business Procurement Coordinator at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) for more information on becoming certified.

**8.4 Solicitation SLBE Required Form(s)**

For CCWA SLBE Certified Firms claiming a Bid Discount or Preference Points, a copy of their valid CCWA SLBE Certification Letter must be provided with their solicitation response.

**END OF SECTION**

## **Division 3**

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**STATE OF GEORGIA**  
**COUNTY OF CLAYTON**

#### **AGREEMENT FOR ONGOING PROVISION OF GOODS AND SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **CLAYTON COUNTY WATER AUTHORITY**, a body corporate and politic, a public corporation, and a political subdivision of the State of Georgia duly created and existing under the laws of the State of Georgia (hereinafter "the Authority"), and \_\_\_\_\_ (hereinafter "the Contractor"), from time to time collectively referred to herein as "Parties", witnesseth:

**WHEREAS**, the Authority is contracting with the Contractor for **Sewer System Evaluation Surveys** as provided for under the terms of this Agreement.

**NOW THEREFORE**, the Parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES**. The Authority agrees to obtain from the Contractor the goods and services described generally in **Exhibit A** attached hereto and, if applicable, as may be further described on any and all purchase orders issued by the Authority pursuant to Paragraph 5 of this Agreement (individually, a "PO" and collectively, the "POs") ("Goods and Services"). If any goods and services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such goods and services at the direction and approval of the Authority. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

Goods and Services to be performed or to be provided under this Agreement will be assigned on an as needed, when needed basis, as determined by the Authority, in the form of a PO. The Authority does not guarantee any minimum or maximum work quantities under this Agreement and reserves the right to bid any pay item as a separate procurement at its sole discretion.

2. **COMPENSATION**. The Authority shall pay to the Contractor the prices stipulated in the Bid dated \_\_\_\_\_, hereto attached as **Exhibit B** ("Cost Proposal"), as full compensation for Goods and Services. The total amount of

## **Division 3**

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payments by the Authority under this Agreement shall not exceed the amount identified in the Cost Proposal.

The Authority shall pay the Contractor net 30 days upon receipt of an invoice and upon acceptance of Goods and Services in accordance with this Agreement. Payments from the Authority will be delivered to the Contractor electronically or via first-class mail.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall commence on June 1, 2024, and shall terminate on May 31, 2025, unless otherwise terminated earlier as provided in this Agreement or unless renewed and extended by the Parties in writing.
4. **RENEWAL ADJUSTMENTS.** The parties recognize that substantial changes in the economy of the nation may occur during the initial term of this Agreement and during each succeeding renewal period. Accordingly, the parties agree that the prices stipulated in the Bid Form ("Contract Price") will automatically increase by 2.5% on each succeeding renewal date of this Agreement. Notwithstanding anything to the contrary herein, cost-plus pricing shall not be eligible for renewal adjustments.
5. **INITIATION OF INDIVIDUAL PROJECTS.** Each individual project or engagement of Goods and Services by the Authority shall begin with a PO to the Contractor. The PO may contain terms and conditions for adherence by the Contractor; provided, however, that in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
6. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants that the Contractor's services and workmanship provided under this Agreement shall be (i) free from defects for a period of two (2) years from the date of final acceptance of the good or service; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and policies. Upon receipt of written notice of a defect by the Authority, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

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#### **7. WARRANTY ON GOODS PROVIDED.**

- (a) The Contractor warrants the Contractor's goods provided under this Agreement for a period of two (2) years from the date of final acceptance of the good. Furthermore, the Contractor warrants and represents that:
1. 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;
  2. all goods are merchantable, of good material and workmanship, and free from defect;
  3. the goods shall be delivered free of the rightful claim of any person arising from patent or trademark infringement; and
  4. the Contractor has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods.
- (b) The warranties provided for under subparagraph (a) of this Paragraph, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods, 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 after acceptance by ultimate user; and provided, further, that the rights and remedies of the Authority concerning latent defects shall exist indefinitely. The Authority may, at its option, and in addition to other remedies available at law: (i) return defective or nonconforming goods 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 the 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 Paragraph 8 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



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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.

8. **INSPECTION**. The Authority shall have the right to inspect the goods supplied for Goods and Services, or otherwise 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 given in connection with any such inspection, examination, or test, whether under this Agreement or another contract for the same or similar goods, shall relieve the Contractor of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications, and any other requirements or documents made a part of this Agreement. 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, the provisions under Paragraphs 6 and 7 of this Agreement relating to warranties. 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 and such charges shall also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain an inspection system acceptable to the Authority covering the goods furnished for Goods and Services.
9. **CONTRACTOR'S AFFIDAVITS**. The Contractor shall issue a "Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment" and a "Waiver and Release of Lien and Payment Bond Rights upon Final Payment" provided by

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the Authority before receiving any interim or final payment for any Goods and Services.

#### **10. RELATIONSHIP OF THE PARTIES.**

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the Authority and the Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and the Contractor. It is expressly agreed that the Contractor is acting as an independent contractor and not as an employee in providing Goods and Services under this Agreement.
- (b) Employee Benefits. The Contractor shall not be eligible for any benefit available to employees of the Authority including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health or life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the Authority.
- (d) Conformance with Laws. The Contractor shall perform Goods and Services in compliance with all applicable laws. The Contractor shall be responsible for the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of the Contractor for Good and Services and in complying with this Agreement.

- #### **11. ASSIGNMENT AND SUBCONTRACTING.**
- The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract 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 Paragraphs 6 and 7 of this Agreement relating to warranties.

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12. **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; and (iii) permitting use of test 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 shall 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.
13. **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 observe all security requirements and all plant safety, plant protection, and traffic regulations.
14. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the Authority and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "Authority Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses, including, but not limited to, reasonable attorney's fees and costs or fines or penalties charged by any governmental entity, incurred by the Authority or any Authority Indemnitees as a result of or arising out of (i) the wrongful misconduct or negligence, including, but not limited to, fraud, of Contractor or its employees, agents, or representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, or representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with Goods and Services under this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Authority or Authority indemnitees as provided herein. These obligations provided for under this paragraph shall survive termination of this Agreement.

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15. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement.
16. **TERMINATION FOR DEFAULT.**
- (a) The Authority may, subject to the provisions of subparagraph (c) of this paragraph, 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) or more days, 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) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods or services similar to those so terminated, and Contractor shall be liable to the Authority for any excess costs for the same, including, but not limited to, all cost and expenses of the type specified in Paragraphs 6 and 7 of this Agreement relating to warranties; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
  - (c) Except with respect 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 shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, 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

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delivery schedule. The term “subcontractor” as used in this Agreement 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 of this paragraph 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 Paragraph 17 of this Agreement relating to Termination for Convenience.
  - (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.
17. **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 and Goods and Services under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to Good and Services and 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 Good and Services and work terminated.
18. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:
- (a) The Goods and Services performed under this Agreement will not create an actual or apparent conflict of interest with any other work Contractor is currently performing or may perform during the term of this Agreement;
  - (b) Contractor is not presently subject to any agreement with a competitor of the Authority or with any other party that will prevent Contractor from performing in full accord with this Agreement;
  - (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit Contractor’s ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept work other than work from the Authority during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder; and

## **Division 3**

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(d) Contractor shall immediately notify the Authority in writing specifically disclosing any and all potential or actual conflicts of interests which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.

19. **CONTRACTOR AS CONSULTANT AND CONFLICTS OF INTEREST.** In addition to the duties and responsibilities set forth herein, in the event any work requires the Contractor to develop or draft specifications or requirements for a solicitation or to serve in a consultative role during a bid or proposal evaluation or negotiation process, the Contractor agrees to the following:

(a) The Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of the Authority.

(b) The Contractor shall not have any interest, nor shall the Contractor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of consulting services required under such work.

(c) The Contractor shall immediately disclose to the Authority any material transaction or relationship, including, but not limited to, that of the Contractor, its employees, agents, or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements; involvement in litigation or other dispute; client relationships; or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

Contractor acknowledges that any violation or threatened violation of the provisions of this paragraph may cause irreparable injury to the Authority, entitling the Authority to seek injunctive relief in addition to all other legal remedies.

20. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.

21. **NOTICES.** Any notices under this Agreement shall be in writing and sent to the respective party at the following address:

**To the Authority:**

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

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**To the Contractor:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice sent pursuant to this paragraph shall be deemed delivered: (i) when delivered by hand or courier or by overnight delivery with signature receipt required; (ii) when sent by confirmed facsimile or email to a party with a copy sent by another means specified in this paragraph; or (iii) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. A party may change its address for communications by notice in accordance with this paragraph.

22. **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.

23. **CONFIDENTIAL INFORMATION.**

(a) **Disclosure of Confidential Information.** The Contractor acknowledges that the Contractor may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance and in writing or is required to be disclosed by court order, subpoena, or otherwise by law, neither the Contractor nor any of its employees shall disclose, transfer, distribute, or allow access to any confidential information of the other party to third parties. If the Contractor is required to disclose any information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall provide the Authority with at least thirty-six (36) hours prior notice of its intent to disclose such information, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication, or other written item compelling disclosure with the name, address, phone number, and email address of the person requesting disclosure.

(b) **Security Breach Notification.** If the Contractor becomes aware of a security breach or any other event that compromises the security, confidentiality, or integrity of information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall take appropriate actions to

## **Division 3**

## **Contract Forms**

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contain, investigate, and mitigate the security breach or other compromising event. The Contractor shall notify the Authority of a security breach or other compromising event as soon as reasonably possible, but in no event later than seventy-two (72) hours after the Contractor becomes aware of such security breach or other compromising event.

- (c) Survival. The obligations provided for under this paragraph shall survive termination of this Agreement.

24. **GOVERNING LAW AND CONSENT TO JURISDICTION**. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Court of Clayton County, Georgia.
25. **NON-WAIVER**. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
26. **SEVERABILITY**. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
27. **INTERPRETATION**. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
28. **AMENDMENTS**. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
29. **COUNTERPARTS**. This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement.
30. **ELECTRONIC SIGNATURES**. Pursuant to O.C.G.A. Section 10-12-7, this Agreement may be executed and delivered by the Parties by electronic



## **Division 3**

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transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of the Parties thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

31. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
32. **CAPTIONS.** The organization of this Agreement into articles, sections, paragraphs, or subparagraphs or the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction, or effect of this Agreement nor the rights, obligations, or liabilities of the parties under this Agreement.
33. **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

**[SIGNATURES ON NEXT PAGE]**

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**IN WITNESS WHEREOF**, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: H. BERNARD FRANKS  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**EXHIBIT A**

**SCOPE OF GOODS AND SERVICES**

**THIS "EXHIBIT A" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 4  
SECTION 1 OF THE CONFORMED DOCUMENTS FOR RFP NUMBER 2024-PME-06.**

**Division 3**

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**EXHIBIT B**

**COST PROPOSAL**

**THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2  
SECTION 4 OF THE CONFORMED DOCUMENTS FOR RFP NUMBER 2024-PME-06.**

**Division 3**

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**EXHIBIT C**

**RISK MANAGEMENT REQUIREMENTS**

**THIS "EXHIBIT C" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 2 OF THE CONFORMED DOCUMENTS FOR RFP NUMBER 2024-PME-06.**

**END OF SECTION**

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**Section 4: Non-Collusion Certificate**

STATE OF \_\_\_\_\_ , COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Sewer System Evaluation Surveys**

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

ATTEST:

By: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 5: Certification of Absence of Conflict of Interest.**

**CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST**

*(O.C.G.A. § 36-80-28)*

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

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

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

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Name of Contractor's Authorized Official

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
DATE

**END OF SECTION**

## **Division 4** **Specifications**

### **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.



## **Division 4** **Specifications**

### **Section 1: Post Award Submittals**

#### Weekly

1. 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.

#### Other

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**

## **Division 4**

## **Specifications**

### **Section 2: Work Assignment and Payment**

#### **2.1 General**

- A. This section provides an explanation of the work that is to be completed and assigned as part of each Work Item and how the Work Item will be measured 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 basis for payment will be the bid unit cost amounts included in the “Pay Item Schedule” and the actual quantities of work completed by the Contractor and approved by the CCWA.
- C. Nothing in this Section shall be construed as providing for additional payment beyond the Work Items. No payment will be made for partially completed Work Items. No payment will be made for the completion of excessive quantities of a Work Item as determined by the CCWA.
- 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.
- E. The CCWA reserves the right to adjust the quantities of a Work Item up or down as necessary to address needs.

#### **2.2 Work Assignment and Detail**

- A. Work to be performed under this annual contract will be assigned on an as needed when needed basis as determined by the CCWA in the form of a Project Work Order.
- B. 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. A common geographic location may be considered a business/industrial park, city block, residential subdivision, or a Basin.
- C. Work of a Project Work Order shall be completed within the number of consecutive workdays mutually agreed to by the Contractor and the CCWA

## **Division 4**

## **Specifications**

### **Section 2: Work Assignment and Payment**

prior to the start of the work. Unless approved by the CCWA in advance, the Contractor shall not leave the work site to complete work for others.

#### **2.3 Application for Payment**

- A. An application for payment shall conform in general with contract documents and incorporate the Pay Item Schedule of the Bid Form.
- B. Provide document(s) to support each monthly application for payment.
- C. 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.
  - 4. SLBE-4 Post Award Monthly SLBE Participation Report must be submitted monthly with requests for payment.

#### **2.4 Work Items and Measurement**

- A. **Item 1. Mobilization:** Defined as 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. **Item 2. Manhole Inspections:** Defined as the Contractor completing manhole inspection and deliverable per the specifications. This Work Item will be paid on a per "each" unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA.

## **Division 4**

## **Specifications**

### **Section 2: Work Assignment and Payment**

- C. **Item 3. Trunk Line Manhole Inspection:** Defined as the Contractor completing manhole inspections and deliverables of a trunk line manhole per the specifications. This Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA. 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. **Item 4. Add Manhole Location to Inspection:** Defined as the Contractor adding manhole location to inspection 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. This Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA.
  
- E. **Item 5. Smoke Testing:** Defined as the Contractor providing all labor, materials, equipment, and incidental items for the introduction of smoke into the sanitary sewer pipes. This Work Item will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA.
  
- F. **Items 6 – 10. CCTV Inspection:** Defined as the Contractor completing a CCTV inspection of the pipe. The Contractor will be required to perform cleaning as necessary and completing the removal and proper disposal of all soil, silt, rocks, other granular material, grease, roots, scale and as well as other foreign debris from the pipeline using three (3) passes of appropriate water jet cleaning nozzles that produce a maximum pressure of 2,500 pounds per square inch (psi) at 80 gallons per minute (gpm). Cleaning will also include the complete removal and proper disposal of all soil, silt, rocks, other granular material, grease, roots and as well as other foreign debris from manholes connected to the upstream end and downstream end of the pipeline being cleaned. The work will be completed so that no materials are allowed to pass beyond the downstream structure of the authorized work. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as measured in the pipe horizontally from the center of manholes on each pipe segment as accepted/approved by CCWA.

## **Division 4**

## **Specifications**

### **Section 2: Work Assignment and Payment**

- G. **Items 11 - 15. CCTV Only, No Cleaning:** Defined as the Contractor completing a CCTV inspection of the pipe. Standard cleaning will not be performed on pipe segments due to accessibility and/or pipe material, size and age. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as measured in the pipe horizontally from the center of manholes on each pipe segment as accepted/approved by CCWA.
- H. **Items 16 – 20. Bypass Pumping:** 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. The Work Item will be paid on a per “day” unit cost in accordance with the Pay Item Schedule and as accepted/approved by CCWA.
- I. **Items 21 – 25. Heavy Cleaning:** Defined as the Contractor completing the removal and proper disposal of all soil, silt, rocks, other granular material, grease, roots, scale and as well as other foreign debris from the pipe that remains in the pipe after completing three (3) passes of appropriate water jet cleaning nozzles that produce a maximum pressure of 2,500 psi at 80 gpm. 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. The Work Item will be paid on a per “linear foot” unit cost as measured in the field horizontally from the center of manholes on each pipe segment in accordance with the Pay Item Schedule and as accepted/approved by CCWA.
- J. **Items 26 – 30. Grease/Root Removal:** Defined as the Contractor providing all labor, materials, equipment, and incidental items for the removal of grease and roots from the sanitary sewer pipes. A detailed report of Grease/Root Removal must accompany invoiced quantities providing tangent identification and linear footage of Grease/Root Removal. The Work Item will be paid on the “linear foot” as measured in the field horizontally from manhole to manhole on each pipe segment and as accepted/approved by CCWA.
- K. **Item 31. Dye Flood Testing:** 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 be contributing to excessive infiltration

## **Division 4**

## **Specifications**

### **Section 2: Work Assignment and Payment**

into the sanitary sewer. This Work Item will be paid on a per “each” unit cost per location/setup and as accepted/approved by CCWA. No additional CCTV will be paid as part of Dye Flood Testing.

- L. **Item 32. Sewer Cleanout Cap Replacement:** Defined as the Contractor providing all labor, materials, equipment, and incidental items for the installation/removal of missing or damaged screw in cleanout caps in low lying areas that can take on water from rain events or flooding.
- M. **Item 33. Sewer Cleanout Repair:** Defined as the Contractor providing all labor, materials, equipment, and incidental items for the installation/removal of missing or damaged cleanout caps, couplings, and pipe in low lying areas that can take on water from rain events and flooding.
- N. **Items 34 – 41. Flow Meter and Rain Gauge:** 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 Summary and I & I Reports will be in accordance with the unit costs in the Pay Item Schedule and based on the detail summary report of findings described in the specifications section for each flow monitoring study assigned as needed. The reports shall be stamped by a Professional Engineer.
- O. **Item 42. Line Plugging:** Defined as the Contractor installing a flow through plug to accomplish minimal flow requirements instead of By-Passing 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

## **Division 4**

## **Specifications**

### **Section 2: Work Assignment and Payment**

Contractor. This Work Item will be paid on a per “each” unit cost per line plugged as accepted/approved by CCWA.

- P. **Item 43. Equipment Rental:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing equipment not included as part of other Work Items to complete work. The Contractor may furnish equipment through a rental company or through the Contractor’s company. Where the Contractor furnishes the equipment through the Contractor’s company, industry standard rental rates for equivalent equipment shall apply. The Work Item will be paid at invoice cost plus a Contractor’s 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.
- Q. **Item 44. Specialty Services:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing services, for work related to this Contract, that is not included on the Pay Item Schedule that is needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor’s 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

#### **3.1 General**

- A. This section describes general requirements of the work that is to be completed by the contractor. The specifications contained herein supplement the Pay Item descriptions in the Measurement and Payment section.
- B. 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.
- C. 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.
- D. 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.
- E. 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.



## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

- F. The CCWA shall not be responsible or compensate the Contractor for the damage to and/or loss of Contractor's equipment as result of the work.

#### **3.2 Site Work**

- A. Work on site shall be allowed Monday through Friday from 7:30 am to 6:00 pm; other times may be allowed by CCWA permission only.
- B. 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.
- C. The work may be accessed on paved surfaces or non-paved surfaces. Contractor shall provide equipment capable of maneuvering all surfaces; this includes all-terrain vehicles. CCWA shall not be responsible for Contractor's equipment that becomes un-maneuverable due to site conditions.
- D. 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.
- E. The Contractor shall provide electrical power as may be necessary.
- F. The Contractor shall provide and maintain sanitary sewer facilities for Contractor's employees, subcontractors, and all other on-site employees. Service, clean and maintain facilities and enclosures.
- G. Contractor or any other worker may not establish quarters for the purpose of overnight stay or temporary residency on the work site or other CCWA property. The Contractor shall maintain the work site in a neat and orderly condition throughout the construction period. Remove and dispose of all construction related debris in accordance with local and state regulations. The burning of materials is not permitted on the work site or other CCWA property. At completion of work, remove temporary facilities, debris, and equipment.
- H. Water for cleaning and CCTV work 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

## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

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.

#### **3.3 Traffic Control**

- A. When required, the Contractor shall provide and maintain traffic control. Prior to work, the Contractor shall prepare and provide the CCWA and/or approving agency a copy of the local/state approved traffic control plan. Traffic safety devices including cones, signs, flashing lights, and other necessary safety equipment must be used to comply with local jurisdiction requirements and standard industry practices. A minimum of two Department of Transportation (D.O.T.) certified Flagger will be required when closing any lane or road.
- 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 fire, police, school, traffic, and other public safety authorities. 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.

#### **3.4 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.
- B. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited. The Contractor shall perform flow

## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

- 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 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,

## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

- 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.

### **3.5 Manhole Inspections**

#### **3.5.1 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:

## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

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.
  13. 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.
- 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.

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## **Specifications**

### **Section 3: General Requirements**

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

1. 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.

### **3.5.2 Deliverables**

#### A. Manhole Inspection

1. Manhole inspection data collected shall be submitted in the [CCWA geodatabase format](#) (See Attachment A) and referenced by the MH ID.
2. 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 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.

## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

- 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.

### **3.6 Smoke Testing**

#### **3.6.1 Scope**

- 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-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

## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

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.
  - 2. Emergency Response Agency (Fire, Police): Identify and coordinate with public safety contact person and notify daily as to area, start time, and ending time.
  - 3. 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 environment cannot be maintained, the Contractor shall schedule his work during low traffic times.



## **Division 4**

## **Specifications**

### **Section 3: General Requirements**

- 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.

#### **3.6.2 Deliverables**

- A. 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:
  - 1. MH-MH segment tested using CCWA Facility ID of the tangent and a smoke test ID assigned by the contractor.
  - 2. Date of inspection.
  - 3. Crew/personnel ID.
  - 4. 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), clean out cap replaced (yes/no), and severity (minor, major).
- B. 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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## **Specifications**

### **Section 3: General Requirements**

#### **3.7 CCTV Pipeline Inspections**

##### **3.7.1 Scope**

- 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.

##### **3.7.2 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

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## **Specifications**

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type apparatus 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.

#### **3.7.3 Deliverables**

- A. Refer to section 3.7.4 CCTV Inspection, Item A below for requirements.

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### **Section 3: General Requirements**

#### **3.7.4 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.
- 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  $\pm 1\%$  or 3 inches, whichever is 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:

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## **Specifications**

### **Section 3: General Requirements**

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.
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.

#### **3.7.5 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.

#### **3.7.6 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)

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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 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 thumb drive/external hard drive shall be labeled by reference to the header record for the survey section completed together with the following information:
1. Sequential (unique) number.
  2. Basin / catchment worked in.
  3. Survey company name and logo.
  4. Survey date.

### **3.8 Dye Flood Testing**

#### **3.8.1 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.

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### **Section 3: General Requirements**

- 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.

#### **3.8.2 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.
- 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.

### **3.9 Cleanout Cap Repair and Replacement**

#### **3.9.1 Scope**

- A. The scope of this work is to replace missing or damaged sewer PVC cleanout caps, couplings, and pipes up to 6-inch in diameter in low lying areas that would cause water to enter the cleanout during a rain event or flooding.
- B. The Contractor shall provide all labor, tools, equipment and material to perform the work.
- C. The Contractor shall provide digital pictures of the new cleanouts to and shall be provided in electronic (jpeg) format using a "smoke test ID\_location ID\_"cleanoutcap" "sequential number.jpeg" file naming convention. Pictures shall be submitted in a folder named "cleanouts".

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### **Section 3: General Requirements**

#### **3.9.2 Cleanout Cap Replacement**

- A. Cleanout that are missing the screw in cap the Contractor shall install a new screw in cap.
- B. Cleanout that the screw in cap is damaged the Contractor shall remove the damaged cap and replace it with a new cap. The Contractor shall dispose of the damaged cap offsite.

#### **3.9.3 Cleanout Cap Repair.**

- A. Cleanout that is damaged or missing coupling or pipe the Contractor shall replace with new material.
- B. Repairs will be done to a depth of no more than 18-inches and dug with a shovel.
- C. Depending on what is missing or the damage on the Cleanout will determine if excavation takes place to complete the repair.
- D. Pipe shall be cut 2-inches below the coupling or damaged pipe. Pipe shall be cleaned and primed. New coupling, pipe and cap shall be installed.
- E. The Contractor shall dispose of the damaged cap, coupling, and pipe offsite.

### **3.10 Temporary Wastewater Flow Monitoring**

#### **3.10.1 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,



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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.

#### **3.10.2 Equipment Requirements**

##### **3.10.2.1 Flow Monitoring Equipment**

- A. 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-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.

##### **3.10.2.2 Rainfall Gauge Equipment**

- A. 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.

##### **3.10.2.3 Software**

- A. 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

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data reduction, site summary histories, trending, graphic hydrograph and scattergraph summaries of uploaded data and other statistical analyses.

#### **3.10.3 Performance Requirements**

##### **3.10.3.1 Uptime Requirements**

- A. 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.

##### **3.10.3.2 Site Selection Plan**

- A. 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.

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## **Specifications**

### **Section 3: General Requirements**

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.

#### **3.10.3.3 Flow Monitors**

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

#### **3.10.3.4 Rain Gauges**

- A. All rain gauges shall be installed before the flow monitors are installed. Before installation, all tipping buckets shall be

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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.

#### **3.10.3.5 Equipment Maintenance**

- A. 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:
  - 1. Monitoring diagnostics
  - 2. Repair and or replacement of equipment and/or parts
  - 3. Battery replacements
  - 4. Communications repairs
- B. 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.

#### **3.11 Data Processing and Summary Report**

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

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## **Specifications**

### **Section 3: General Requirements**

- B. Rainfall data shall be collected and post processed using industry standard practices to define the impacts of I/I on the system.
- C. 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.

#### **3.12 I&I Analysis Report**

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

**END OF SECTION**

# **Attachment A**

## **CCWA Geodatabase Format**

# **ATTACHMENT B**

## **Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment**

STATE OF GEORGIA  
COUNTY OF CLAYTON

WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS  
UPON INTERIM 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 and more particularly described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, 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 or any rights against any labor and/or material bond through the date of \_\_\_\_\_ [date of signature ] 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 WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.**



**COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Waiver may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

GIVEN UNDER HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Deponent) (SEAL)

\_\_\_\_\_  
(Printed/Typed Name and Title)

Deponent, individually, and as duly authorized agent and duly elected and acting officer of Company.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

**PERSONALLY, APPEARED BEFORE ME,** a Notary Public in and for said State and County, the Deponent, who, being personally known to the undersigned and being duly sworn and on oath deposed and said that the within and foregoing statements are true and correct this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

(NOTARY SEAL)

# **ATTACHMENT C**

## **Waiver and Release of Lien and Payment Bond Rights Upon Final Payment**

STATE OF GEORGIA  
COUNTY OF CLAYTON

WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS  
UPON FINAL 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 and more particularly described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, 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 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 Clayton County Water Authority for said property.

**NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED BELOW UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.**

**COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Waiver may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an

original executed signature page.

**PERSONALLY, APPEARED BEFORE ME**, the undersigned officer, duly authorized by law to administer oaths, comes \_\_\_\_\_ (the "Deponent"), who after first being duly sworn according to law, deposes and says under oath as follows:

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.

6. That this Affidavit is a sworn statement made under the provisions of Official Code of Georgia Annotated Section 44-14-361.2, 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.

GIVEN UNDER HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Deponent) (SEAL)

\_\_\_\_\_  
(Printed/Typed Name and Title)

\_\_\_\_\_  
(Witness) (Address)

**NOTARY ACKNOWLEDGMENT**

Sworn to and subscribed before me, a Notary Public in and for said State and County, the Deponent, who, being personally known to the undersigned and being duly sworn and on oath deposed and said that the within and foregoing statements are true and correct this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_ (NOTARY SEAL)

# **ATTACHMENT D**

## **W-9 Form**

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

**or**

Employer identification number									

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

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **ATTACHMENT E**

## **Vendor Information Form**



**CLAYTON COUNTY WATER AUTHORITY**

**FINANCE DEPARTMENT**

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

Phone: (770) 960-5880 | Web Site: [www.ccwa.us](http://www.ccwa.us)

**VENDOR INFORMATION FORM**

**Purpose of this Form:** The *Vendor Information Form* is used by the Clayton County Water Authority (CCWA) to add Vendors/Suppliers to its financial database system and add business designations when applicable.

Important Note: What name will appear on the Invoice? Invoice name shall be reflected on the *Vendor Information Form* and match the *W-9 Form*.

<b>PURCHASING DATA</b>			
<a href="#">NIGP CODE(s):</a>		CCWA REQUESTING DEPARTMENT CONTACT:	
<b>VENDOR INFORMATION</b>			
VENDOR NAME:			
PRINCIPAL CONTACT:		EMAIL ADDRESS:	PHONE NO.
MAILING ADDRESS		REMIT TO ADDRESS	
Street		Street	
City		City	
State	Zip Code	State	Zip Code
<b>PAYMENT REMITTANCE INFORMATION</b>			
<b>PAYMENT TERMS:</b> <input type="checkbox"/> NET 30		<b>PAYMENT TYPE:</b> <input type="checkbox"/> PAPER CHECK <input type="checkbox"/> ACH PAYMENT <i>(If selected, ACH Authorization Form will be e-mailed to the awarded vendor).</i>	
<b>BUSINESS CLASSIFICATION</b>			
<input type="checkbox"/> CCWA SLBE	<input type="checkbox"/> WBE	<input type="checkbox"/> MBE	<input type="checkbox"/> DBE
<input type="checkbox"/> Other SBE		<input type="checkbox"/> Veteran-Owned Business	

**FOR OFFICE USE ONLY:** CCWA Procurement & Contract Specialist shall e-mail the awarded vendor's *Vendor Information Form* and *W-9 Form* to [ccwa\\_newvendorrequest@ccwa.us](mailto:ccwa_newvendorrequest@ccwa.us).

# ATTACHMENT F

## Proposal Submittal Package Label

Please affix below label to the outside of your sealed envelope or package in order to route it to the proper location timely. Packages received after the specified date and time will be deemed non-responsive.



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



### SEWER SYSTEM EVALUATION SURVEYS

**2024-PME-06**

***Due Date and Time: Tuesday, February 20, 2024, at 2:00 p.m. local time***

**VENDOR NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_



# ATTACHMENT G

## COST Proposal Submittal Package Label

Please affix below label to the outside of your sealed envelope or package in order to route it to the proper location timely. Packages received after the specified date and time will be deemed non-responsive.



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



**SEWER SYSTEM EVALUATION SURVEYS  
COST PROPOSAL SUBMITTAL PACKAGE LABEL**

**2024-PME-06**

***Due Date and Time: Tuesday, February 20, 2024, at 2:00 p.m. local time***

**VENDOR NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_