



**REQUEST FOR BID**  
**ANNUAL CONTRACT FOR**  
**CLOSED CIRCUIT TELEVISION INSPECTIONS**

**Bid Number 2020-SW-21**

**November 2020**

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

**Bid Opening**

**Virtual Teams Meeting:**

**Tuesday, January 5, 2021 at 2:00 pm local time**

**Non-Mandatory Pre-Bid**

**Virtual Teams Meeting:**

**Thursday, December 10, 2020 at 2:00 pm local time**

**This solicitation has a SLBE BID DISCOUNT**

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## **Division 1**

## **General Information**

### **Section 1: Request for Bids**

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

Name of Project: **Annual Contract for Closed Circuit Television Inspections**

The Clayton County Water Authority will open sealed bids from experienced contractors via a Virtual Teams Meeting on **Tuesday, January 5, 2021 at 2:00 p.m. (local time)** as a part of an ongoing program to inspect pipeline infrastructure using Closed Circuit Television (CCTV) inspections. Any bids received after the specified time will not be considered.

Please note this bid will be evaluated based on a selected work items list. If you would like to obtain a copy of this list please send an email to **ccwa\_procurement@ccwa.us** by **Tuesday, January 5, 2021 at 12:00 p.m.**

A Non-Mandatory Pre-Bid Virtual Teams Meeting will be held on **Thursday, December 10, 2020 at 2:00 p.m. (local time).**

Please use the following call-in instructions to attend the Pre-Bid and Bid Opening meetings:

#### **Join Microsoft Teams Meeting**

**Dial phone number: 1 912-483-5368**

**Conference ID: 688 157 398 #**

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

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested via e-mail at **CCWA\_Procurement@ccwa.us**, or by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm. Bidders 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 bid package can also be requested at a cost of \$25.

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

**END OF SECTION**

## **Division 1**

## **General Information**

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

#### **2.1 Intent and Purpose**

The Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced contractor to inspect sanitary sewer pipe, storm sewer pipe, and associated piping structures and other pipe systems using closed circuit television (CCTV) inspections and pole camera inspections for the period of **March 1, 2021 to February 28, 2022**.

The CCWA reserves the right to award to a Primary Contractor, as well as Back-Up Contractor(s) to ensure that our requests under this annual contract can be performed as needed.

The work to be performed under this contract will be determined and assigned by CCWA on an “as-needed”, “when-needed” basis, and will be issued in the form of a Project Work Order. A Project Work Order may include a single work item or may include a number of work items.

CCWA does not guarantee any minimum or maximum work quantities under this contract and reserves the right to bid or procure by other means any similar type work of this contract as a separate procurement at its sole discretion. CCWA anticipates that the annual value of work completed through this contract will be in the range of \$150,000 to \$200,000.

Where a Project Work Order in an amount of \$100,000 or more, for work considered “Public Works” is issued as defined by O.C.G.A. § 36-91-2, Payment and Performance Bonds will be required prior to the commencement of that work.

The initial term of this contract will be for twelve (12) months. The contract may be extended for a second and third 12-month period by mutual written consent by both parties with no changes in the terms and conditions.

#### **2.2 Bid Evaluation**

A contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the Request for Bids specifications and will be the most advantageous to the CCWA. An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

## **Division 1**

## **General Information**

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

To be considered responsive to this bid, bidders are required to bid on all work items listed on the Bid Form - Pay Item Schedule.

Prior to the time of bid opening, CCWA will provide to each bidder a list of “quantities” for “selected work items” that will be used for bid evaluation purposes. CCWA will multiply the unit cost for each “selected work Item” by the “quantity” to establish an “extended” amount. The addition of all “extended” amounts will determine the “total bid amount”. To obtain a copy of this list please refer to Division 1 Section 1.

Note that not all “work items” as shown on the Bid Form - Pay Item Schedule will be used in the bid evaluation process. Work items on the Bid Form – Pay Item Schedule not used in the award evaluation process will be examined by the CCWA to insure that the units prices are in line with comparable items contained in this bid and that any unit price that appears to be out of line may be used by the CCWA as a basis of denial/award of the particular bid, and/or the unit price may be negotiated by CCWA. This determination will be at the sole discretion of CCWA.

#### Small Local Business Enterprise (SLBE) bid discount:

This procurement has a SLBE bid discount for evaluation purposes only, which will be given to CCWA certified SLBE primes only. For more details, please refer to Division 2, Section 8 of this bid package.

### **2.3 Addendum**

Bidders may ask questions regarding this Contract prior to the bid opening. To be considered, all questions must be received in writing, via email to **CCWA\_Procurement@ccwa.us** by **2:00 p.m. (local time) on Friday, December 18, 2020**. Any and all responses to bidders’ questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 1: Instructions to Bidders**

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 bid, and any Bidder agrees that tender of a bid 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 Bidder ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid 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 bids.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder 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 bidder.
3. Pre-bid 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 vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor 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 bid by the Board of Directors of the CCWA, any unsuccessful bidder 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 bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

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## **Bid Requirements**

### **Section 1: Instructions to Bidders**

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid 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 bids may not be deemed proprietary.
6. Bids must be made on the enclosed bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the bid Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any bid Forms must be signed in ink by the person or persons authorized to sign the bid Form. The person signing the bid Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the bid Form. If a bid 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 bid 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 bid Form.
8. All bids 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 bid shall submit it in a sealed envelope on or before the date and time specified in the bid package. The envelope shall be marked "**Sealed Bid**" and carry the bid title, Contractor's License Number and date and time of opening as set forth in the bid package. The envelope shall also bear the name of the party making the bid and the party's address. Address bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a bid is not submitted, the bid 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 bid, one price book must be included with your bid Form, and the successful Bidder is required to furnish additional current price books after award of the bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional



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## **Bid Requirements**

### **Section 1: Instructions to Bidders**

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 bid 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. Bidders 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 bid envelope and must enclose copies of any required license with the bid.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such Bidders 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 bid 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 bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders 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 Bidder shall merit withdrawal of the bid.

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## **Bid Requirements**

### **Section 1: Instructions to Bidders**

18. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this bid 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 Bidder.
20. Bidders are hereby notified and agree by submission of a bid Form that if additional items not listed in the bid Form become necessary and require unit prices not established by the bid 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 bid 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 Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Bidder.
25. The successful Bidder 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 Bidder 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.

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## **Bid Requirements**

### **Section 1: Instructions to Bidders**

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 bid 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 vendor, 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 bid 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 bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid 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. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
  - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
  - b. The bid submitted by a vendor who is located within Clayton County.
  - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
  - d. If the tie bids meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Request Department may be present. A

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## **Bid Requirements**

### **Section 1: Instructions to Bidders**

simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
  - a. Ability of bidder to perform in the time frame needed by the CCWA.
  - b. Reputation of the bidder in its industry.
  - c. Reasonableness of the bid 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 vendors where there is no significant variance in price or service.
34. Bidders 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 Bidder's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) CCWA's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against CCWA for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
35. 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. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders 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

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## **Bid Requirements**

### **Section 1: Instructions to Bidders**

Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:  
<http://www.dot.ga.gov/PS/Business/DBE>.

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**

37. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Bidder 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 bid and contract document. The Bidder further agrees that such compliance shall be attested by the Bidder 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**

### **Section 2: Risk Management Requirements**

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

#### **CONTRACTS FOR UP TO \$50,000**

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

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

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

#### **CONTRACTS FOR MORE THAN \$50,000**

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

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

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

**Division 2**

**Bid Requirements**

**Section 2: Risk Management Requirements**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 3: Bid Submittals**

#### **3.1 Bid Submittal Requirements**

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

- A. Bid Form – Pay Item Schedule. To be considered responsive to this bid, bidders are required to bid on all work items listed on the Bid Form – Pay Item Schedule. Due to the volume of the items on the Bid Form no bid amounts will be read out loud by the CCWA on the date of the bid opening. Preliminary results will be provided upon request and posted on our website within 24-48 hours.
- B. Georgia Bid Bond in the amount of \$5,000.00.
- C. Bidder Qualification Information Form.
- D. References.
- E. Georgia Security and Immigration Compliance Act of 2006 form.
- F. Contractor Affidavit and Agreement form.
- G. Sub-Contractor Affidavit form.

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

*CCWA cannot consider any bid which does not include the 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 Bidders 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.*

- H. List of sewer cleaning equipment to be used and the equipment's associated specifications that indicate the equipment meets the requirements of the specifications.
- I. List of CCTV equipment and software formats to be used and the equipment's/software's associated specifications that indicate the equipment/software meets the requirements of the specifications.



## **Division 2**

## **Bid Requirements**

### **Section 3: Bid Submittals**

- J. List of pole camera equipment and software to be used and the equipment's/ software's associated specifications that indicate the equipment/software meets the requirements of the specifications.
- K. List of excavation and hauling equipment to be used and the equipment's associated specifications that indicate the equipment meets the requirements of the specifications.
- L. List of subcontractor's contact information and work to be provided.
- M. Letter from Surety Company indicating Contractor's bonding capacity.
- N. Copies of any and all license(s) required to perform the work.
- O. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Bidders.
- P. Copy of the CCWA SLBE certification letter (if applicable).
- Q. Non-Collusion Certificate provided on Division 3, Section 4.
- R. W-9 Form.
- S. Vendor Form.
- T. Addenda (if any issued).

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

Bid of \_\_\_\_\_

(Hereinafter "Bidder"), 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 "CCWA").

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Annual Contract for Closed Circuit Television Inspections** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

In submitting this bid, Bidder certifies Bidder 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 Bidder agrees, if this bid 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 bid and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Bidder accepts the terms and conditions of the Documents.

**INSURANCE:**

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the specified insurance coverage.

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

**CONTRACT TIME:**

Bidder 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 CCWA, as liquidated damages the amount of \$500.00 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.

**BID:**

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 Pay Item Schedule.

**ADDENDA:**

Bidder acknowledges receipt of the following Addenda:

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**SURETY:**

If Bidder is awarded an individual project work order that is \$100,000 or more in value the Contractor under this construction contract for this Bid, will be required to provide Performance and Payment Bonds prior to the commencement of that individual project work order. Such work shall not commence until proper approval of such bonds has been given by CCWA.

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

No.	WORK ITEM	DETAIL	UOM	UNIT COST
1	Mobilization - Sewer Cleaning	N/A	EA	
2	Mobilization - CCTV / Polecamera	N/A	EA	
3	Mobilization - Excavation Work	N/A	EA	
4	Mobilization - Pressure Testing	N/A	EA	
5	Emergency Mobilization	N/A	EA	
6	Performance and Payment Bonds	For Project Work Orders of \$100,000 or more in value	EA	
7	Traffic Control County Road	Lane Closures - Up to 4 hours / per day	EA	
8		Lane Closures - Greater than 4 hours / per day	EA	
9		Road Closure - Up to 4 hours / per day	EA	
10		Road Closure - Greater than 4 hours / per day	EA	
11	Traffic Control State Road	Lane Closures - Up to 4 hours / per day	EA	
12		Lane Closures - Greater than 4 hours / per day	EA	
13		Road Closure - Up to 4 hours / per day	EA	
14		Road Closure - Greater than 4 hours / per day	EA	
15	Pumping 4-inch Pump	Single Pump System	DY	
16		Redundant Pump System	DY	
17	Pumping 6-inch Pump	Single Pump System	DY	
18		Redundant Pump System	DY	
19	Pumping 8-inch Pump	Single Pump System	DY	
20		Redundant Pump System	DY	
21	Pumping 10-inch Pump	Single Pump System	DY	
22		Redundant Pump System	DY	
23	Pumping 12-inch Pump	Single Pump System	DY	
24		Redundant Pump System	DY	
25	Cleaning - Sanitary Sewer Up to 12-in Diameter	N/A	LF	
26	Cleaning - Sanitary Sewer Larger than 12-in to 18-in Diameter	N/A	LF	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

No.	WORK ITEM	DETAIL	UOM	UNIT COST
27	Cleaning - Sanitary Sewer Larger than 18-in to 24-in Diameter	N/A	LF	
28	Cleaning - Sanitary Sewer Larger than 24-in to 36-in Diameter	N/A	LF	
29	Cleaning - Sanitary Sewer Larger than 36-in to 48-in Diameter	N/A	LF	
30	Heavy Cleaning - Sanitary Sewer Up to 12-in Diameter	N/A	LF	
31	Heavy Cleaning - Sanitary Sewer Larger than 12-in to 18-in Diameter	N/A	LF	
32	Heavy Cleaning - Sanitary Sewer Larger than 18-in to 24-in Diameter	N/A	LF	
33	Heavy Cleaning - Sanitary Sewer Larger than 24-in to 36-in Diameter	N/A	LF	
34	Heavy Cleaning - Sanitary Sewer Larger than 36-in to 48-in Diameter	N/A	LF	
35	Cleaning - Stormwater Sewer Up to 12-in Diameter	Up to 25% of Diameter	LF	
36	Cleaning - Stormwater Sewer Up to 12-in Diameter	More than 25% to 50% of Diameter	LF	
37	Cleaning - Stormwater Sewer Up to 12-in Diameter	More than 50% of Diameter	LF	
38	Cleaning - Stormwater Sewer Larger than 12-in to 18-in Diameter	Up to 25% of Diameter	LF	
39	Cleaning - Stormwater Sewer Larger than 12-in to 18-in Diameter	More than 25% to 50% of Diameter	LF	
40	Cleaning - Stormwater Sewer Larger than 12-in to 18-in Diameter	More than 50% of Diameter	LF	
41	Cleaning - Stormwater Sewer Larger than 18-in to 24-in Diameter	Up to 25% of Diameter	LF	
42	Cleaning - Stormwater Sewer Larger than 18-in to 24-in Diameter	More than 25% to 50% of Diameter	LF	
43	Cleaning - Stormwater Sewer Larger than 18-in to 24-in Diameter	More than 50% of Diameter	LF	
44	Cleaning - Stormwater Sewer Larger than 24-in to 36-in Diameter	Up to 25% of Diameter	LF	
45	Cleaning - Stormwater Sewer Larger than 24-in to 36-in Diameter	More than 25% to 50% of Diameter	LF	
46	Cleaning - Stormwater Sewer Larger than 24-in to 36-in Diameter	More than 50% of Diameter	LF	
47	Cleaning - Stormwater Sewer Larger than 36-in to 48-in Diameter	Up to 25% of Diameter	LF	
48	Cleaning - Stormwater Sewer Larger than 36-in to 48-in Diameter	More than 25% to 50% of Diameter	LF	
49	Cleaning - Stormwater Sewer Larger than 36-in to 48-in Diameter	More than 50% of Diameter	LF	
50	Cleaning - Stormwater Sewer Larger than 48-in Diameter	N/A	HR	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

No.	WORK ITEM	DETAIL	UOM	UNIT COST
51	Cleaning - Structure	Up to 10 Foot Depth to Invert	CF	
52		Greater than 10 Foot Depth to Invert	CF	
53	CCTV	With PACP Assessment	LF	
54		Without PACP Assessment	LF	
55		Standby CCTV	HR	
56	Polecamera Pipe Inspection	With GPS Location	EA	
57		Without GPS Location	EA	
58	Polecamera Structure Inspection	With GPS Location	EA	
59		Without GPS Location	EA	
60	Pressure Testing	Low Pressure Air	LF	
61		Hydrostatic	LF	
62		Static Water Level	EA	
63	Erosion and Sedimentation Control Sediment Barrier Installation	Silt Fence - Type A	LF	
64		Silt Fence - Type C	LF	
65		Hay Bale	LF	
66	Erosion and Sedimentation Control Sediment Barrier Removal	Barrier Removal	LF	
67	Erosion and Sedimentation Control Soil Stabilization	Straw Mulching	SF	
68		Seed and Straw Mulch	SF	
69		Seed and Matt Blanket	SF	
70		Sod	SF	
71	Site Work – Hauling Material from Outside of County	N/A	HR	
72	Site Work – Brush Removal	N/A	SF	
73	Site Work – Tree Removal	4 inch to 6 inch diameter	EA	
74		Greater than 6 inch to 12 inch diameter	EA	
75		Greater than 12 inch to 24 inch diameter	EA	
76		Greater than 24 inch to 36 inch diameter	EA	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

No.	WORK ITEM	DETAIL	UOM	UNIT COST
77	Site Work – Fence Work	Chain-Link / Wire Removal or Reinstall	LF	
78		Wood Removal or Reinstall	LF	
79	Site Work – General Excavation	Up to 6 feet deep	CF	
80		Greater than 6 feet to 10 feet deep	CF	
81		Greater than 10 feet to 14 feet deep	CF	
82		Greater than 14 feet to 18 feet deep	CF	
83	Site Work – General Fill / Backfill	Fill Dirt	CF	
84		Sand	CF	
85		Crushed Stone / Graded Aggregate Base	CF	
86		#3, #4, #34, #5, #57 and #89 Stone	CF	
87		Surge Stone	CF	
88		Rip-Rap Stone Type III	CF	
89	Site Work – Stone Placement Crushed Stone / Graded Aggregate Base	4 inch thick layer	SF	
90		2 inch thick layer increment	SF	
91	Site Work – Stone Placement #3, #4, #34, #5, #57 and #89 Stone	4 inch thick layer	SF	
92		2 inch thick layer increment	SF	
93	Site Work – Stone Placement Surge Stone	Surge Stone 6 inch thick layer	SF	
94		6 inch thick layer increment	SF	
95	Site Work – Stone Placement Type III Rip-Rap	Type III Rip-Rap Stone 12 inch thick layer	SF	
96		12 inch thick layer increment	SF	
97	Site Work – Stone Placement Type 1 Rip-Rap	Type 1 Rip-Rap	SF	
98	Site Work – Geotextile Fabric Installation	N/A	SF	
99	Site Work – Steel Plate Installation	Up to 40 square foot plate	DY	
100		Greater than 40 square foot to 96 square foot plate	DY	
101		Greater than 96 square foot to 160 square foot plate	DY	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

No.	WORK ITEM	DETAIL	UOM	UNIT COST
102	Pavement – Remove Asphalt	Up to 4 inch thick layer	SF	
103		Greater than 4 inch to 8 inch thick layer	SF	
104		Greater than 8 inch to 12 inch thick layer	SF	
105		Greater than 12 inch thick layer	SF	
106	Pavement – Remove Concrete Flat Work	Up to 4 inch thick layer	SF	
107		Greater than 4 inch to 8 inch thick layer	SF	
108		Greater than 8 inch to 12 inch thick layer	SF	
109		Greater than 12 inch thick layer	SF	
110		Curb and Gutter	LF	
111	Pavement – Milling	Up to 1500 SF	EA	
112		Additional Square Footage	SF	
113	Pavement – Asphalt Patching	3 inch thick layer	SF	
114		1 inch thick layer increment	SF	
115	Pavement – Asphalt Paving	3 inch thick layer	SF	
116		1 inch thick layer increment	SF	
117	Pavement – Concrete Flatwork	Up to 4 inch thick layer	SF	
118		Greater than 4 inch to 6 inch thick layer	SF	
119		Greater than 6 inch to 8 inch thick layer	SF	
120		Greater than 8 inch to 10 inch thick layer	SF	
121		Bulk	CY	
122		Wire Mesh	SF	
123		Steel Reinforcement	LF	
124	Pavement – Curb and Gutter	Up to 24 inch width, square back	LF	
125		Up to 24 inch width, roll back	LF	
126	Pavement – Catch Basin Spillway Throat	N/A	LF	



**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

No.	WORK ITEM	DETAIL	UOM	UNIT COST
127	Pavement – Line Striping	Up to 6 inch wide	LF	
128		24 inch wide	LF	
129	Pavement – Marking	Handicap Symbol	EA	
130	Pavement – Pressure Washing	N/A	SF	
131	Precast Manhole Raising 4-Foot Diameter	Flat Top	EA	
132		Cone Section	EA	
133		Riser Section	VF	
134	Precast Manhole Raising 5-Foot Diameter	Flat Top	EA	
135		Cone Section	EA	
136		Riser Section	VF	
137	Ring and Cover Installation	Installation	EA	
138		Additional Height, Per Brick Layer	EA	
139	Precast Catch Basin Spillway Installation	N/A	EA	
140	Precast Catch Basin Top Slab Installation	N/A	EA	
141	Brick Work	1 Brick Deep Wall Construction	SF	
142		2 Brick Deep Wall Construction	SF	
143		3 Brick Deep Wall Construction	SF	
144		4 Brick Deep Wall Construction	SF	
145	Hourly Labor	Superintendent	HR	
146		Foreman	HR	
147		Operator	HR	
148		Pipe Layer	HR	
149		Laborer	HR	
150		Dump truck Driver	HR	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

No.	WORK ITEM	DETAIL	UOM	UNIT COST
151	Hourly Equipment	45,000 # Class Excavator	HR	
152		17,000 # Class Excavator	HR	
153		10,000 # Class Excavator	HR	
154		30,000 # Class Rubber Tired Loader	HR	
155		Rubber Tired Backhoe / Loader	HR	
156		18,000 # Class Track Dozier	HR	
157		Vibratory Soil Compactor (Remote Controlled) Up to 48-inch compaction width	HR	
158		Dump Truck (Tandem Rear Axle)	HR	
159		Hydro Excavator	HR	
160		Utility Truck Fully Equipped with Hand Tools, Air Tools, Cutting Tools, Mudhog Pump, Generator, Air Compressor, Mechanical Tamp	HR	
161		Equipment Rental	N/A	EA
162	Supplied Material	N/A	EA	10%
163	Specialty Services	N/A	EA	10%

**Submitted by:**

\_\_\_\_\_  
 (COMPANY NAME OF BIDDER)

CCWA Certified SLBE: Y  N

County: \_\_\_\_\_

\_\_\_\_\_  
 (DATE)

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

I have read and understand the requirements of this request for bid and agree to provide the required services in accordance with this bid and all attachments, exhibit(s), etc.

**Submitted by:**

\_\_\_\_\_  
(COMPANY NAME OF BIDDER)

\_\_\_\_\_  
By: (OFFICER NAME)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE) (DATE)

\_\_\_\_\_  
(COMPANY ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 5: Georgia Bid Bond**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

herein after called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_

and authorized to do business in the State of Georgia as SURETY, are held and firmly bound unto Clayton County Water Authority, as OWNER, hereinafter called the OBLIGEE, in the sum of FIVE THOUSAND DOLLARS (\$5,000.00) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid for the **Annual Contract for Closed Circuit Television Inspections** project, and said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the documents, entitled: **Annual Contract for Closed Circuit Television Inspections**.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) be submitted with said Bid as a guarantee that the Bidder would, if awarded

**Division 2**

**Bid Requirements**

**Section 5: Georgia Bid Bond**

the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes a Performance Bond and Payment Bond in an amount equal to 100 percent of the contract amount, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the SURETY herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

SURETY

By \_\_\_\_\_  
Attorney-In-Fact

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

COMPANY NAME OF BIDDER: \_\_\_\_\_

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

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

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

FAX NUMBER: \_\_\_\_\_

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

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

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

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

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

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

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

**REFERENCES**

**LIST AT LEAST 5 REFERENCES OF SIMILAR EXPERIENCE PERFORMED IN THE PAST 3 YEARS:**

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FOOTAGE/SIZE OF PROJECT: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FOOTAGE/SIZE OF PROJECT: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FOOTAGE/SIZE OF PROJECT: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FOOTAGE/SIZE OF PROJECT: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FOOTAGE/SIZE OF PROJECT: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_\_

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit & Agreement**

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

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

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

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

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

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

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



**Division 2**

**Bid Requirements**

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**Section 7: Contractor Affidavit & Agreement**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

---

Name of Contractor (Printed)

---

BY: Authorized Officer or Agent  
(Contractor Name)

---

Date

---

Title of Authorized Officer or Agent of Contractor

---

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

---

Notary Public

---

My Commission Expires

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit & Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

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

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Subscribed and sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

**END OF SECTION**

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

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

#### **8.1 Program Overview**

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

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

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

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through Clayton County, the City of Atlanta, DeKalb County, or the Georgia Department of Transportation, and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE, provided that they complete the official certification application for CCWA within two (2) years following the date of provisional certification. If a firm meets these qualifications, but is not currently certified as a CCWA small local business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for bid submission.

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

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

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

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

Participation in the SLBE program is not a requirement to participate in contracting with CCWA. The use of an SLBE is a requirement when bid discounts are to be sought. The Bidder will be required to complete the required forms as outlined in the following section.

#### **8.2 Overview of 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.

*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.*

Bid Discounts will be applied to CCWA certified SLBE prime bidders only. *The use of certified SLBE sub-contractors will not establish eligibility to receive Bid Discounts.* Depending on the bidder's location, Bid Discounts will range between 7.5% and 10%.

The calculation of SLBE bid discounts shall be as follows:

There will be an applied tiered discount to bids based on what county the SLBE business is located.

- 10 percent for SLBE's in Clayton County.
  - 7.5 percent for SLBE's within the next surrounding 10 counties (Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding).
- (1) Discounts are given to Bidders who are SLBE prime bidders only.
  - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) for more information on CCWA's SLBE Program or visit our website at [www.ccwa.us](http://www.ccwa.us).

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA**

**COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority"), and \_\_\_\_\_, (hereinafter "the Contractor"), witnesseth:

**WHEREAS** the Authority is contracting with the Contractor for the provision of services described below for the term specified herein;

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

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide the following services to the Authority in such quantities as the Authority requires for **Annual Contract for Closed Circuit Television Inspection** as described in the Request for Bid dated November 2020. The work to be performed under this contract will be determined and assigned by CCWA on an "as-needed", "when-needed" basis, and will be issued in the form of a Project Work Order. A Project Work Order may include a single work item or may include a number of work items.

CCWA does not guarantee any minimum or maximum work quantities under this contract and reserves the right to bid or procure by other means any similar type work of this contract as a separate procurement at its sole discretion.

Where a Project Work Order in an amount of \$100,000 or more, for work considered "Public Works" is issued as defined by O.C.G.A. § 36-91-2, Payment and Performance Bonds will be required prior to the commencement of that work.

## **Division 3**

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### **Section 1: Agreement Form**

2. **COSTS AND PAYMENTS:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated \_\_\_\_\_ and above described services. Each pay application/invoice must be submitted to the Authority with supporting data and content as the Authority may require. 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 Authority, as liquidated damages, the amount of \$500.00 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.

The Authority shall pay the Contractor net 30 days upon receipt of a pay application/invoice, and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1<sup>st</sup> day of March 2021**. The Agreement shall remain in effect until **February 28, 2022**.
4. **RENEWAL PROVISIONS:** The Agreement may be renewed for the second and /or third 12-month period by mutual written consent by both parties with no changes in the terms and conditions.
5. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

6. **INSPECTION**: The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, and failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

7. **CONTRACTOR'S AFFIDAVITS AND CONSENT OF SURETY:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed. Additionally, the Contractor must submit a "Consent of Surety" before receiving the payment for any services performed that require payment and performance bonds.
8. **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 the WARRANTY provisions of this Agreement.
9. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such



## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

- 10. 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. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority ten (10) days, prior

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## **Contract Forms**

### **Section 1: Agreement Form**

written notice of cancellation of the coverage.

11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
  - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
  - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
  - (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government

## **Division 3**

## **Contract Forms**

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in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement

- 13. TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this

## **Division 3**

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Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

14. **DISPUTES**: Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
15. **NOTICES**: All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
16. **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.

**(SIGNATURES ON NEXT PAGE)**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**IN WITNESS WHEREOF** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: General Manager

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

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

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

*[Corporate Seal]*

*[Corporate Seal]*

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**EXHIBIT A**

**RISK MANAGEMENT REQUIREMENTS**

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

**CONTRACTS FOR UP TO \$50,000**

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

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

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

**CONTRACTS FOR MORE THAN \$50,000**

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

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

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

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 2: Performance Bond**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the  
“Principal”), and \_\_\_\_\_  
\_\_\_\_\_ (as SURETY COMPANY), hereinafter referred to as the “CONTRACTOR’S SURETY”),  
are held and firmly bound unto the Clayton County Water Authority (as OWNER,  
hereinafter referred to as the “Authority”), for the use and benefit of any “Claimant” as  
hereinafter defined in the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_ ) lawful money of the United States of America, for  
the payment of which the Principal and the Contractor’s Surety bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written  
agreement with the Authority, dated \_\_\_\_\_, which is incorporated  
herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the  
project known as **Annual Contract for Closed Circuit Television Inspections**,  
(hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the Authority from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the Authority may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms,



## **Division 3**

## **Contract Forms**

### **Section 2: Performance Bond**

provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
  - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the Authority to the Contractor's Surety.
  - b. The means, method, or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Authority.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**SIGNATURES ON NEXT PAGE**

**Division 3**

**Contract Forms**

**Section 2: Performance Bond**

**IN WITNESS WHEREOF**, the principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Name of Principal)**

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

[Corporate Seal]

Attested: \_\_\_\_\_  
Title: CORPORATE SECRETARY  
Date: \_\_\_\_\_

**(Name of Contractor's Surety)**

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

[Corporate Seal]

Attested: \_\_\_\_\_  
Date: \_\_\_\_\_

**(ATTACH SURETY'S POWER OF ATTORNEY)**

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 3: Payment Bond**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_  
\_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_  
(as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto the Clayton County Water Authority (as OWNER, hereinafter referred to as the “Authority”), for the use and benefit of any “Claimant” as hereinafter defined in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the Authority, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the project known as **Annual Contract for Closed Circuit Television Inspections**, hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the condition of this obligation is such, that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the Authority, or the filing of a Lien against the property of the Authority affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

**Division 3**

**Contract Forms**

**Section 3: Payment Bond**

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**(Name of Principal)**

\_\_\_\_\_

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

[Corporate Seal]

Attested: \_\_\_\_\_  
Title: CORPORATE SECRETARY  
Date: \_\_\_\_\_

**(Name of Contractor's Surety)**

\_\_\_\_\_

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

[Corporate Seal]

Attested: \_\_\_\_\_  
Date: \_\_\_\_\_

**(ATTACH SURETY'S POWER OF ATTORNEY)**

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certification**

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

Personally appeared before the undersigned officer duly authorized by law to administer Oaths \_\_\_\_\_

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

\_\_\_\_\_ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Annual Contract for Closed Circuit Television Inspections**, and that said \_\_\_\_\_

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

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_  
Company Name of Bidder

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

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

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

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

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

**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 for bid purposes and to facilitate work.
- B. The Contractor shall schedule and make submissions as to cause no delay in work.
- C. Upon receipt of a submittal, the CCWA shall complete its review and return CCWA comments to Contractor within 10 business days.

#### **1.2 Submittal Requirements**

- A. Submittals to be provided after award and prior to the start of any work:
  - 1. List of soil / debris disposal facility(s) to be used and contact information.
  - 2. PACP certifications for CCTV personnel.
  - 3. Confined Space Entry training certifications for personnel.
  - 4. Safety plan (for information only).
- B. Submittals to be provided with each individual Project Work Order:
  - 1. Performance Bond and Payment Bond (as necessary).
  - 2. Traffic control plan (as necessary).
  - 3. Flow bypass plan (as necessary).
  - 4. Confined Space Entry Permit (as necessary).
  - 5. Disposal Manifests (as necessary).
  - 6. CCTV inspection videos and reports.
  - 7. Pole camera inspection reports and photos.

**END OF SECTION**

## **Division 4**

## **Specifications**

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

#### **2.1 General**

- A. This Section describes how work is to be assigned and the basis that will be used for processing applications for payment. These provisions will apply to all work of the Contract Documents in addition to specific instructions provided within the individual specification sections.
- 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. The CCWA reserves the right to adjust the quantities up or down as necessary to address needs.
- 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.

#### **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.

##### Project Set-Up for Non-Emergency Work

- 1. CCWA shall prepare draft work items and quantities and notify Contractor for review.
- 2. Contractor shall provide comments on the draft work items and quantities to CCWA and commence work on-site within 7 calendar days of notice of work.
- 3. A Project Work Order shall be executed prior to the start of work.

##### Project Set-Up for Emergency Work

- 1. CCWA shall prepare draft work items and quantities and notify Contractor for emergency review.
- 2. Contractor shall provide comments on the draft work items and quantities to CCWA and commence work on-site within 24 hours of notice of emergency work.
- 3. A Project Work Order shall be executed prior to or concurrently with the start of work.

## **Division 4**

## **Specifications**

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

- B. A Project Work Order will be for work items that are in a common geographic location. A common geographic location may be considered a business/industrial park, city block or residential subdivision.
- 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 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 Work Items and Measurement**

The following descriptions explain the work that is to be completed as part of each Work Item. The Contractor shall provide all labor, equipment, tools and materials (unless indicated otherwise) to complete the Work Items in accordance with the Contract Documents. The following Work Items correspond to the Work Items listed on the "Pay Item Schedule" of the Bid Form.

**Work Item 1. Mobilization - Sewer Cleaning:** Defined as all of the Contractor's administrative and preparatory operations necessary to arrive on-site and initiate Sewer Cleaning. The Work Item will be paid on a per "each" unit cost in accordance with Pay Item Schedule (one per Project Work Order) and as accepted/approved by CCWA. The cost for demobilization, and re-mobilization due to shut down or suspension of the work caused by the Contractor shall not be compensated.

**Work Item 2. Mobilization – CCTV (Closed Circuit Television) / Polecamera:** Defined as all of the Contractor's administrative and preparatory operations necessary to arrive on-site and initiate CCTV and/or polecamera inspection work. The Work Item will be paid on a per "each" unit cost in accordance with Pay Item Schedule (one per Project Work Order) and as accepted/approved by CCWA. The cost for demobilization, and re-mobilization due to shut down or suspension of the work caused by the Contractor shall not be compensated.

**Work Item 3. Mobilization – Excavation Work:** Defined as all of the Contractor's administrative and preparatory operations necessary to arrive on-site and initiate Excavation Work. The Work Item will be paid on a per "each" unit cost in accordance with Pay Item Schedule (one per Project Work Order) and as accepted/approved by CCWA. The cost for demobilization, and re-mobilization



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due to shut down or suspension of the work caused by the Contractor shall not be compensated.

**Work Item 4. Mobilization – Pressure Testing:** Defined as all of the Contractor’s administrative and preparatory operations necessary to arrive on-site and initiate low pressure air testing, hydrostatic testing, or static water level inspection work. The Work Item will be paid on a per “each” unit cost in accordance with Pay Item Schedule (one per Project Work Order) and as accepted/approved by CCWA. The cost for demobilization, and re-mobilization due to shut down or suspension of the work caused by the Contractor shall not be compensated.

**Work Item 5. Emergency Mobilization:** Defined as the Contractor’s administrative and preparatory operations “In Addition” to the Sewer Cleaning, CCTV and Excavation Work Mobilizations and are necessary to arrive on-site and initiate work within 24 hours of notice of an Emergency Mobilization request. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule when applicable (one per Sewer Cleaning Mobilization, one per CCTV Mobilization, one per Excavation Work Mobilization) and as accepted/approved by CCWA. The cost for demobilization, and remobilizations due to shutdowns or suspensions of work caused by the Contractor shall not be compensated.

**Work Item 6. Performance and Payment Bonds:** Defined as the Contractor obtaining and providing to the CCWA Performance and Payment Bonds in the required amounts for a Public Works project costing \$100,000 or more in value. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 7 - 10. Traffic Control (County Road):** Defined as the Contractor preparing, securing and implementing an approved Clayton County Transportation and Development Department traffic control plan and utilizing all equipment and signs required by the MUTCD manual including a minimum of 2 fulltime flagmen to close lanes of traffic or a road for a day or portion thereof while actively performing work in lanes of traffic. . Traffic Control does not apply to accel/decel lanes or turning lanes. Traffic Control shall not be considered for loading/unloading equipment or loading/unloading material. The Work Items will

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be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 11 - 14. Traffic Control (State Road):** Defined as the Contractor preparing, securing and implementing an approved Georgia Department of Transportation traffic control plan and utilizing all equipment and signs required by the MUTCD manual including a minimum of 2 fulltime flagmen to close lanes of traffic or a road for a day or portion thereof while actively performing work in lanes of traffic. Traffic Control does not apply to accel/decel lanes or turning lanes. Traffic Control shall not be considered for loading/unloading equipment or loading/unloading material. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 15 - 24. Pumping:** Defined as the Contractor providing, operating, and maintaining a complete pumping system that includes pumps, suction/discharge piping, pipe plugs, coffer dams, fuel, etc. of the minimum size to meet peak flow conditions. Where Single is indicated, one pumping system is to be provided. Where Redundant is indicated, one additional pumping system of the same size and equipped with automatic calling features is to be provided and integrated with the Single Pump. The Work Items will be paid on a per “day” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 25 - 29. Cleaning - Sanitary Sewer – Up to 48-inch Diameter:** Defined as the Contractor removing and re-installing ring and covers, catch basin tops or solid tops 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

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measured in the pipe horizontally from where cleaning starts to where cleaning stops inside the pipe and as accepted/approved by CCWA.

**Work Items 30 - 34. Heavy Cleaning - Sanitary Sewer Heavy – Up to 48-inch Diameter:** Defined as the Contractor removing and re-installing ring and covers, catch basin tops or solid tops 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 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. 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 where Heavy Cleaning starts to where Heavy Cleaning stops inside the pipe and as accepted/approved by CCWA. Heavy cleaning shall only be performed at the request of the CCWA.

**Work Items 35 - 49. Cleaning - Stormwater Sewer – Up to 48-inch Diameter:** Defined as the Contractor removing and re-installing ring and covers, catch basin tops or solid tops as necessary and completing the removal and proper disposal of all soil, silt, rocks, other granular material, roots and as well as other debris from the pipe. The complete removal will include a final water rinse of the pipe. 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 with percent (%) of diameter determined by measuring the depth of soil/debris in the pipe as compared to pipe’s diameter prior to the start of cleaning and linear footage as measured in the pipe horizontally from where cleaning starts to where cleaning stops in the pipe and as accepted/approved by CCWA. The percent (%) of pipe diameter selected to be cleaned for a particular pipe shall be effective throughout the length of that pipe segment without adjustment after cleaning has commenced.

**Work Item 50. Cleaning - Stormwater Sewer – Larger than 48-Inch Diameter:** Defined as the Contractor removing and re-installing ring and covers, catch basin tops or solid tops as necessary and completing the removal and proper disposal of all soil, silt, rocks, other granular material, roots and all other

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debris from the pipe. The complete removal will include a final water rinse of the pipe. The work will be completed so that no materials are allowed to pass beyond the downstream structure of the authorized work. The Work Item will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule with cost based on a two man crew with the appropriate jet/vac truck and/or excavation equipment removing debris from the pipe and as accepted/approved by CCWA. Only the time the crew is on site working will be considered for payment.

**Work Items 51 - 52. Cleaning Structures:** Defined as the Contractor removing and re-installing ring and covers, catch basin tops or solid tops as necessary and completing the removal and proper disposal of all soil, silt, rocks, other granular material, roots and all other debris from the structure. The work will be completed prior to initiation of any work upstream of the structure being cleaned. Work shall be completed so that no materials are allowed to pass downstream of the structure being cleaned. The Work Items will be paid on a per "cubic foot" unit cost in accordance with the Pay Item Schedule with depth being measured from the top of structure to structure invert and quantity of soil/debris removed based on the total in-place cubic footage of material as measured in the structure and as accepted/approved by CCWA.

**Work Items 53 - 54. CCTV:** Defined as the Contractor removing and re-installing ring and covers, catch basin tops or solid tops as necessary and completing a CCTV inspection of the pipe. The inspection will either assess the pipe condition using Pipeline Assessment and Certification Program<sup>®</sup> (PACP) practices or view the pipe using only video. The Work Items will be paid on a per "linear foot" unit cost in accordance with the Pay Item Schedule using either the "With PACP Assessment" or using the "Without PACP Assessment" with cost based on measurements in the pipe horizontally from where televising starts to where televising stops in the pipe and as accepted/approved by CCWA.

**Work Item 55. CCTV - Standby:** Defined as the Contractor remaining on-site idle in order to complete CCTV inspection work. Remaining on-site idle shall only be performed at the request of the CCWA. The Work Item will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule with cost based on time remaining on-site idle and as accepted/approved by CCWA.

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**Work Item 56 - 57. Polecamera Pipe Inspection:** Defined as the Contractor removing and re-installing ring and covers/grates, catch basin tops or solid tops as necessary and completing a polecamera inspection of a pipe. The inspection shall include observing the pipe from both ends, providing a picture that views the opening of each end of the pipe, providing a picture (zoomed) that views the inside of the pipe from each end and completing the inspection database form. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule with cost based on using either the “With GPS Location” or using the “Without GPS Location” and as accepted/approved by CCWA.

**Work Item 58 - 59. Polecamera Structure Inspection:** Defined as the Contractor removing and re-installing ring and covers/grates, catch basin tops or solid tops as necessary and completing a polecamera inspection of a structure. The inspection shall include placing a identifying number (number provided by CCWA) on the structure with a permanent ink marker, observing the structure at surface grade, observing the inside of the structure, providing a picture of the structure at surface grade, providing a picture viewing the invert with the outgoing pipe in the 6 o'clock position, providing a picture that views the opening of each end of each pipe starting with the outgoing pipe and moving to each subsequent pipe clockwise in the structure, providing a picture of each observed defect and completing the inspection database form. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule with cost based on using either the “With GPS Location” or using the “Without GPS Location” and as accepted/approved by CCWA.

**Work Items 60 - 62. Pressure Testing:** Defined as the Contractor removing and re-installing ring and covers, catch basin tops or solid tops as necessary and installing necessary plugs and/or valve(s), pressurizing pipe segment between two structures with air and stopping pressurization and holding pressure at 4 psi for 10 minutes without leakage or pressurizing pipe between two valves and/or plugs with water and stopping pressurization and holding pressure at 250 psi for 2 hours. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA. Filling a structure with water to a required level and measuring water level drop at no more than ¼-inch in 24 hours. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

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**Work Items 63 - 65. Erosion and Sedimentation Control - Sediment Barrier Installation:** Defined as the Contractor installing Silt Fence – Type A, Silt Fence – Type C or Hay Bales as requested in accordance with “The Manual for Erosion and Sediment Control in Georgia”, latest Edition. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 66. Erosion and Sedimentation Control - Sediment Barrier Removal:** Defined as the Contractor removing and disposing, Silt Fence Type-A, Silt Fence Type-C or Hay Bales and stabilizing any subsequent disturbed soil in accordance with Work Items “Soil Stabilization”, as applicable. The Work Item will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 67 - 70. Erosion and Sedimentation Control - Soil Stabilization:** Defined as the Contractor returning the disturbed soil grade to match existing conditions, removing and disposing all rocks and dirt clogs 3/4-inch in size and larger and installing straw mulch, seed and straw mulch, seed and matt blanket or sod to match existing grass type. Soil stabilization measures shall include lime and fertilizer and shall be installed in accordance with “The Manual for Erosion and Sediment Control in Georgia”, latest Edition. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 71. Site Work - Hauling Material from Outside of County:** Defined as the Contractor transporting construction related material to a work site and unloading material from a materials facility located outside of Clayton County. Contractor shall make every effort to fully load each truck for transportation. The Work Item will be paid on a per “hour” unit cost from the time leaving the facility outside of Clayton County to the time arriving at the work site in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 72. Site Work - Brush Removal:** Defined as the Contractor removing from the work site and disposing brush, undergrowth, small trees, limbs, stumps, tap roots and other roots exceeding 1-inch in diameter to a depth of at least 18 inches. A small tree is considered any tree or plant growth less

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than 4 inches in diameter as measured 54 inches up from adjacent bare ground surface. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 73 - 76. Site Work - Tree Removal:** Defined as the Contractor removing from the work site and disposing, trees, limbs, stumps, tap roots and other roots exceeding 1-inch in diameter to a depth of at least 18 inches. A tree is considered a tree when its diameter is 4 inches or greater as measured 54 inches up from adjacent bare ground surface. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 77 - 78. Site Work - Fence Work:** Defined as the Contractor removing chain-linked fencing, wired fencing, wood privacy fencing and posts and disposing or subsequent reinstallation. Where reinstallation is required, Contractor shall provide necessary fasteners to match existing to complete the work. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 79 - 82. Site Work - General Excavation:** Defined as the Contractor completing the excavation of soils and/or removal of structures, pipe and/or removal of debris to a required grade, dewatering as necessary and stockpiling or disposing. The Work Items may only be used when work cannot be completed through other Work Items of the Contract. The depth of work shall be determined by measuring from original ground surface to bottom of excavation. The Work Items will be paid on a per “in-place cubic foot” unit cost and applicable Detail in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 83 - 88. Site Work - General Fill/Backfill:** Defined as the Contractor placing soil and/or stone of varying sizes in excavations or other areas and dewatering, as necessary. When placing soil or crushed stone, material will be compacted to 95% of its maximum dry density as determined by a Standard Proctor Analysis. The Work Items may only be used when work cannot be completed through other Work Items of the Contract. The Work Items

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will be paid on a per “in-place cubic foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 89 - 97. Site Work - Stone Placement:** Defined as the Contractor completing the excavation to required grade and removing and disposing soil and debris, placing stone of varying sizes to construct or add to slope grades, access road or parking area at requested layer thickness. Stone shall be compacted using vibratory equipment. The Work Items will be paid on a per “square foot” unit cost and applicable Detail in accordance with the Pay Item Schedule and as authorized/approved by CCWA.

**Work Item 98. Site Work - Geotextile Fabric Installation:** Defined as the Contractor installing and anchoring geotextile fabric at a requested location. Geotextile Fabric will be woven or nonwoven fabric materials used to reinforce or separate soil and other materials. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and as authorized/approved by CCWA.

**Work Items 99 - 101. Site Work - Steel Plate Installation:** Defined as the Contractor installing steel plates of varying sizes and thicknesses over excavations, installing pavement anchors and/or cold asphalt patch as required and removing plates upon completion of work. Steel Plate thickness for the applicable clear span shall be based on AASHTO H20-44 loading. Comply with “Steel Traffic Plate Installation” Detail. The Work Items will be paid on a per “day” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 102 - 105. Pavement - Remove Asphalt:** Defined as the Contractor saw cutting through asphalt surfaces, removing asphalt pavement from work site, and disposing. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 106 - 110. Pavement - Remove Concrete Flat Work:** Defined as the Contractor saw cutting through concrete surfaces, removing concrete from work site and disposing. The Work Items will be paid on a per “square foot” (SF)



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unit cost or a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 111 - 112. Pavement - Milling:** Defined as the Contractor using milling machines or cold planers to mill a 1 – 1/2-inch depth of the surface of paved areas such as roads, bridges or parking lots and removing and disposing of debris. The work will consist of milling up to 1500 SF and will be paid on a per “each” unit cost in accordance with Pay Item Schedule as authorized/approved by CCWA. Where more square footage is required the work items will be paid on a per “square foot” unit cost in accordance with Pay Item Schedule as authorized/approved by CCWA.

**Work Items 113 - 114. Pavement - Asphalt Patching:** Defined as the Contractor preparing and compacting existing stone base and installing/compacting to a final 3-inch thick layer of Type E asphalt. Where a more or less than 3-inch thick layer of asphalt is required, layer shall be added or reduced in 1-inch thick increments. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as accepted/approved by CCWA. Where more or less asphalt is required the Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 115 - 116. Pavement - Asphalt Paving:** Defined as the Contractor preparing and compacting existing stone base and using a mechanical/hydraulic spreader machine and vibratory roller to install/compact to a final 3-inch thick layer of Type E asphalt. Where a more or less than 3-inch thick layer of asphalt is required, layer shall be added or reduced in 1-inch thick increments. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as accepted/approved by CCWA. Where more or less asphalt is required the Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 117 - 123. Pavement - Concrete Flatwork:** Defined as the Contractor preparing ground surface, installing necessary formwork, installing wire mesh or steel reinforcing as directed and placing commercial grade 3,000 psi concrete of varying thickness to a required grade. Placed concrete shall be

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vibratory consolidated prior to finishing. Control joints shall be installed at interval spacing of 1-1/2 times slab width or at maximum spacing of 10 feet, whichever is closer. Control joints,  $\frac{1}{4}$  of slab thickness, shall be installed by hand tooling during finishing or saw cut within 24 hours of initial placement. Concrete exposed to walking traffic shall be finished with a brush finish perpendicular to walking direction. Concrete not exposed to walking traffic shall be finished with a smooth steel trowel finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and disposed. The "Wire Mesh" description is for 4x4 – W2.1xW2.1 wire mesh. The "Steel Reinforcement" description is for No. 5, Grade 60 bars, supporting chairs and tie wire. Comply with "Slab on Grade" Detail. The Work Items for concrete will be paid on a per "square foot" unit cost in accordance with the Pay Item Schedule and applicable depth Detail as authorized/approved by CCWA. The Work Item "Bulk" will be paid on a per "cubic yard" unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA. The Work Item "Wire Mesh" will be paid on a per "square foot" unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA. The Work Item "Steel Reinforcement" will be paid on a per "linear foot" unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 124 - 125. Pavement - Curb and Gutter:** Defined as the Contractor preparing ground surface, installing necessary formwork, and placing commercial grade 3,000 psi concrete. Control joints shall be installed at interval spacing not to exceed 10 feet. Control joints shall be installed by hand tooling during finishing. Concrete shall be finished with a brush finish parallel to road direction. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and disposed. Comply with "Slab on Grade" Detail. The Work Items will be paid on a per "linear foot" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 126. Pavement - Catch Basin Spillway Throat:** Defined as the Contractor preparing ground surface, installing necessary formwork, and placing commercial grade 3,000 psi concrete. Concrete shall be finished with a brush finish perpendicular to road direction. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and disposed. The Work Item will be paid on a per "linear foot" unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

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**Work Items 127 - 128. Pavement – Line Striping:** Defined as the Contractor installing painted line of the appropriate color to asphalt and concrete surfaces of parking lots and roads. The Contractor shall provide a water-based paint, fast dry, formulated for pavement application; dry to the touch in 5 minutes, ready for traffic in 15 minutes. Sufficient paint shall be applied so that no asphalt or concrete color is visible through paint. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 129. Pavement – Marking:** Defined as the Contractor installing painted handicap symbol, complying with Figure 3B-22 of the Manual on Uniform Traffic Control Devices, of the appropriate color to asphalt and concrete surfaces of parking lots. The Contractor shall provide a water-based paint, fast dry, formulated for pavement application; dry to the touch in 5 minutes, ready for traffic in 15 minutes. Sufficient paint shall be applied so that no asphalt or concrete color is visible through paint. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 130. Pavement – Pressure Washing:** Defined as the Contractor using a minimum 3,500 psi pressure washer and removing soil / mud and stains from asphalt and concrete surfaces. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 131 - 136. Precast Manhole Raising:** (CCWA Provides Precast Flat Tops, Cone Sections and Riser Sections and Contractor Delivers to Site) Defined as the Contractor completing excavation to required grade, dewatering as necessary, remove excess or unsuitable soil and debris as necessary and dispose, installing precast concrete Flat Top, Cone Sections and Riser Sections of requested size to raise buried/blind boxes to original grade and backfilling excavation to original grade with soil compacted to 95% of its maximum dry density. In road crossings, parking lots and other areas where CCWA decides to backfill to the top of existing grade with stone, the backfill work will be paid from Work Items “General Fill/Backfill” on a per “in-place cubic foot” and will be measured from stone elevation shown in details to existing grade. Contractor

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shall provide and install mortar to seal lift holes and sectional joints. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as accepted/approved by CCWA. For additional height with Riser Sections, the Work Items will be paid on a per “vertical foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 137 - 138. Ring and Cover Installation:** (CCWA Provides Ring and Cover / Grate and Contractor Delivers to Site) Defined as the Contractor installing traffic rated or non-traffic rated cast iron ring and cover / grate, setting items to grade in formwork or with brick and mortar on structure as required, grouting items to structure or brick work and backfilling excavation to original grade with soil compacted to 95% of its maximum dry density. In road crossings, parking lots and other areas where CCWA decides to backfill to the top of existing grade with stone, the backfill work will be paid from Work Items “General Fill/Backfill” on a per “in-place cubic foot” and will be measured from stone elevation shown in details to existing grade. Upon completion remove any formwork, debris or excess dirt and dispose. Brick shall conform to ASTM C32-11, Grade MS and MM, plain textured surface. Mortar shall conform to ASTM C270, Type S. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 139. Precast Catch Basin Spillway Installation:** (CCWA Provides Precast Catch Basin and Contractor Delivers to Site) Defined as the Contractor completing excavation to required grade, installing precast concrete catch basin spillway of various sizes and backfilling excavation to original grade with soil compacted to 95% of its maximum dry density. Upon completion any debris or excess dirt will be removed and disposed. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 140. Precast Catch Basin Top Slab Installation:** (CCWA Provides Precast Catch Basin Slab and Contractor Delivers to Site) Defined as the Contractor completing excavation to required grade, installing precast concrete catch basin top slab of various sizes and backfilling excavation to original grade with soil compacted to 95% of its maximum dry density. Upon completion any debris or excess dirt will be removed and disposed. The Work Item will be paid

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on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 141 - 144. Brick Work:** Defined as the Contractor installing brick and mortar to form walls of varying thickness and constructing boxes / vaults of requested sizes. Brick shall conform to ASTM C32-11, Grade MS and MM, plain textured surface. Mortar shall conform to ASTM C270, Type S. Comply with “Brick Wall Construction” Detail. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 145 - 150. Hourly Labor:** Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated labor position to complete work as requested for a certain amount of time. Only the time the labor position is on the work site and working will be considered for payment. The hourly rate shall be the Contractor’s total expense per hour for the indicated labor position. The Work Items will be paid on a per “hour” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 151 - 160. Hourly Equipment:** Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated piece of equipment to complete work as requested for a certain amount of time. Only the time the piece of equipment is in operation will be considered for payment. The hourly rate shall be the Contractor’s total expense per hour for the indicated piece of equipment. The Work Items will be paid on a per “hour” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 161. 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 or listed in the Work Item “Hourly Equipment”, 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.

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**Work Item 162. Supplied Material:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing material, not included as part of other Work Items, 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.

**Work Item 163. Specialty Services:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing services through another firm, 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**

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### **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 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.
- B. The Contractor shall provide an 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.
- C. The Contractor shall use special care in work methods and take all necessary precautions against improper use of equipment to avoid damaging pipe and/or structures or CCWA, public and private property. If, in 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.
- D. 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.
- E. Entrance into any pipe or structure may be considered a Permit-Required Confined Space Entry. The Contractor shall be responsible for preparing and implementing a Confined Space Entry Plan 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.

#### **3.2 Site Work**

- A. Work on a site shall be allowed Monday through Friday from 7:30 am to 6:00 pm; other times may be allowed by CCWA permission only. Work shall not be allowed on CCWA recognized Holidays.

## **Division 4**

## **Specifications**

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

- B. The work may require access to private property. The CCWA shall be responsible for coordinating and providing access to the area(s) of work. The Contractor shall contain work within area designated by CCWA.
- 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 disturbance 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.
- H. 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.
- I. 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 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.



## **Division 4**

## **Specifications**

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

#### **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 Flaggers 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 CCWA 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.

#### **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 water onto private property, gutters, streets, or sidewalks is prohibited. The Contractor shall perform flow interruption in such a manner as not to damage private or public property or create a nuisance or public menace. After the work is completed, flow shall be returned to the piping 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

## **Division 4**

## **Specifications**

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

- 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, 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 be responsible for damage to public or private property due to flow interruption. All costs of 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.
- H. The Contractor will indemnify and hold harmless the CCWA for any fines or third-party claims for personal or property damage arising from flow

## **Division 4**

## **Specifications**

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

interruption that is the responsibility of the Contractor. Should fines subsequently be imposed as a result of any flow interruption 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 flow interruption.

#### **3.5 Excavation and Miscellaneous Work**

- A. Earth excavation and other work may be utilized to facilitate cleaning and CCTV work.
- B. As requested, the Contractor shall complete pavement cuts, clearing work, general earth work such as excavating soil/debris from existing stormwater ditches, reshaping ditches, exposing / installing structures, backfilling structures, and subsequent restoration activities.
- C. Unless otherwise indicated, all excavated soil or debris from any work shall be disposed of the work site the same day the material is excavated.

#### **3.6 Cleaning**

- A. As requested, the Contractor shall complete the removal and proper disposal of all soil, silt, rocks, other granular material, grease, roots and other debris from pipe and manholes/structures. Removal of debris shall be completed using manual methods, high pressure water via appropriate jet cleaning nozzles that produce a maximum pressure of 2,500 psi at 80 gpm and vacuum systems. Once all debris is removed from a pipe, the pipe shall receive a final water rinse. The work will be completed so that no materials are allowed to pass beyond the downstream structure of the authorized work.
- B. As applicable the contractor may use flow interruption to facilitate proper cleaning of the pipe.
- C. The Contractor shall take precaution in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.
- D. The Contractor shall remove all material and debris resulting from cleaning activities at least once each working day. Such material shall be caught and collected in a suitable trap, weir, or dam within a manhole/structure and/or at the downstream manhole/structure of the pipe segment being cleaned. The contractor shall place a grated type apparatus covering the downstream pipe

## **Division 4**

## **Specifications**

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

- during cleaning operations to prevent material larger than ½" from reentering the pipe. The Contractor shall ensure that the capture method or methods used effectively prevent silt migration downstream.
- E. The Contractor shall be responsible for all arrangements necessary to provide for the proper disposal of all materials removed from cleaning operations. 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 a stop work order will be issued until CCWA is satisfied that all debris is being disposed of in a responsible manner.

#### **3.7 CCTV Inspection**

- A. As requested, the Contractor shall perform spot or continuous length inspections of pipe using CCTV. The Contractor shall be capable of providing all-terrain CCTV equipment that can access non paved areas.
- B. Continuous length inspection shall include a condition assessment in accordance with ASTM and NAASCO standards and best practices, PACP format.
- C. 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 conditions must be implemented at every 50 feet interval (min.) along sewers, and at manholes and any notable or defect features. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- D. CCTV equipment shall be self-propelled and capable of surveying/inspecting a length of sewer up to 1,000 feet with access from one manhole only. Transponder accessory shall be available to locate CCTV equipment from ground surface. The speed of the CCTV camera shall be limited to 40 feet per minute for surveys to enable the inspection to record adequate details. The Contractor shall use a suitable metering device, which enables the cable length to be accurately measured; this shall be accurate to ±1% or 3 inches, whichever is the greater. The Contractor shall demonstrate compliance with the accuracy tolerance at the start of each day or as 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.

## **Division 4**

## **Specifications**

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

- E. At the start of each pipe length being surveyed or inspected and each reverse set-up, the length of pipeline from the entrance to the pipe shall be recorded and reported in order to obtain a full record of the sewer length. Only one survey shall be indicated on a final report. All reverse set-ups, blind manholes, and buried manholes shall be recorded on a separate report. Video shall be recorded so that every recorded feature has a correct tape elapsed time stamp. Each report shall make reference to a start (ST) and finish (FM) manhole/structure, unless abandonment took place because of blockage. Manhole/structure number shall be indicated in the remark's column of the detail report. Surveys must not extend over 1 CD. A data generator shall electronically generate and clearly display on the viewing monitor and subsequently on the recording a record of data in alpha-numeric form containing the following minimum information:
1. Project name/location.
  2. Date of survey.
  3. Time of start of survey.
  4. Pipe/manhole/structure ID reference numbers.
  5. Material of construction of the pipe.
  6. Pipe dimensions.
  7. Automatic update of the camera's footage position from the opening of the pipe from adjusted zero.
  8. Direction of survey and direction of sewer flow.
- F. CCTV recordings shall be in PACP 4.2 file format and require that the contractors use televising software that is also NASSCO 4.2 certified and listed on the NASSCO website. All deliverables shall be such that the CCWA can read these reports and codes using CCWA's current software (Cues Granite XP and NASSCO PACP Coding). The Contractor shall have the sole responsibility of insuring compatibility with CCWA formats.
1. Each inspection shall be saved as an individual file in an electronic format using an "Identification Number \_ yymmdd.file type" naming convention. Identification numbers will be as assigned by CCWA.
  2. Each DVD/CD shall be labeled by the Contractor's Company Name, Survey Date, Job Name, and Identification Number.
- G. CCTV documentation of the inspection shall be provided to the CCWA within seven (7) working days of completing the inspection.

## **Division 4**

## **Specifications**

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

#### **3.8 Polecamera Inspection**

- A. Polecamera inspections shall be completed using a standard, commercially available pole-mounted, digital camera with integral supplementary lighting and zoom capabilities.
- B. Where inspections cannot be completed 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. Where supplemental 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.
  - 1. Survey shall utilize Georgia State Plane Coordinate System, West Zone, Units Feet, North American Datum of 1983.
  - 2. 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.
  - 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.

- C. The following information shall be provided.
  - 1. Inspection data collected shall be submitted in a CCWA provided geodatabase format.
  - 2. Digital pictures of the inspection collected to document defects observed and shall be provided in electronic (jpeg) format using a "FID\_sequential number.jpeg" file naming convention. Pictures shall be submitted in a folder named "polecamera inspections". Pictures shall be collected as detailed in Division 4, Section 2 "Work Assignment and Detail".

#### **3.9 Acceptance**

- A. A CCWA Inspector shall inspect all components of work for compliance with the Contract. The Contractor shall, at all times, permit and facilitate inspection of work by the CCWA. The presence of a CCWA Inspector or

## **Division 4**

## **Specifications**

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

- other CCWA staff on the site of work shall not be construed to, in any manner, relieve the Contractor of their responsibility for strict compliance with the Contract. The CCWA Inspector shall inform the Contractor when work is deficient from the Contract. Deficiencies shall be addressed in a timely manner as determined by the CCWA Inspector.
- B. Final Acceptance of the work by the CCWA shall be when the Contractor has met all terms and conditions as set forth by the Contract. The date of Final Acceptance shall be no later than the date the CCWA approves the Contractor's final request for payment. Where applicable, Final Acceptance shall be written, signed and dated by the CCWA.

**END OF SECTION**

# **Interim Waiver and Release Upon Payment**



**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**INTERIM WAIVER AND RELEASE UPON PAYMENT**

The undersigned mechanic and/or materialman has been employed by the Clayton County Water Authority to furnish \_\_\_\_\_ [describe materials and/or labor]; for the construction of improvements known as: \_\_\_\_\_ [title of the project or building]; which is located in the City of \_\_\_\_\_ County of \_\_\_\_\_, and is owned by the Clayton County Water Authority at the following address: \_\_\_\_\_

and more particularly described by the following metes and bounds description, land lot district, or block and lot number:

See Attachment:  yes  no

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

In addition to the release and waiver of all liens or claims of lien as set forth hereinabove, upon receipt of the aforesaid payment, the undersigned agrees and acknowledges that it has been paid in full all sums due for labor or materials furnished for the aforesaid Project (save and except for any retained amounts which may have been withheld by the Clayton County Water Authority) as of the date of this Interim Waiver and Release Upon Payment. The undersigned does furthermore waive and release any and all other claims it has, or may have, against the Clayton County Water Authority or against its officers, directors, agents, employees, or others acting on its behalf, arising out of, or related to construction of the Project, including but not limited to, the furnishing of any work or materials for the aforesaid Project save and except for any claim for the payment of any retained amounts previously withheld by said Authority.

The undersigned herein represents and affirms that the proceeds previously received from the said Authority pursuant to any prior Application for Payment have been applied on account to discharge the undersigned's legitimate obligations associated with such Application for Payment.

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

\_\_\_\_\_ (L.S.)  
(Signature of Deponent)

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

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

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

**PERSONALLY APPEARED BEFORE ME**, a Notary Public in and for said State and County, the Deponent, who, being 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)

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

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

# **Waiver and Release Upon Final Payment**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned mechanic and/or materialman has been employed by the Clayton County Water Authority to furnish \_\_\_\_\_  
\_\_\_\_\_ [describe materials  
and/or labor]; for the construction of improvements known as: \_\_\_\_\_  
\_\_\_\_\_ [title of the project or  
building]; which is located in the City of \_\_\_\_\_ County of \_\_\_\_\_,  
and is owned by the Clayton County Water Authority at the following address: \_\_\_\_\_  
\_\_\_\_\_

and more particularly described by the following metes and bounds description, land lot district, or block and lot number:

See Attachment:  yes  no

Upon the receipt of the sum of: \$ \_\_\_\_\_,  
the mechanic and/or materialman waives and releases any and all liens or claims of liens or any right against any labor and/or material bond it has upon the foregoing described property.

THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

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

IN ADDITION TO THE RELEASE AND WAIVER OF ALL LIENS AND CLAIMS OF LIEN AS SET FORTH HEREINABOVE, UPON RECEIPT OF THE AFORESAID FINAL PAYMENT, THE UNDERSIGNED AGREES AND ACKNOWLEDGES THAT IT HAS BEEN

PAID IN FULL ALL SUMS DUE FOR LABOR OR MATERIALS FURNISHED FOR THE AFORESAID PROJECT. THE UNDERSIGNED FURTHERMORE HEREIN WAIVES AND RELEASES ANY AND ALL OTHER CLAIMS OF EVERY KIND AND NATURE THAT IT HAS, OR MAY HAVE, AGAINST THE AUTHORITY, OR ITS AGENTS OR REPRESENTATIVES, ARISING OUT OF, OR RELATED TO, THE CONSTRUCTION OF THE PROJECT, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS FOR PAYMENT FOR LABOR OR MATERIALS FURNISHED FOR THE PROJECT.

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

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

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

**[SIGNATURES ON NEXT PAGE]**

\_\_\_\_\_ (L.S.)  
(Signature of Deponent)

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

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

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

**PERSONALLY APPEARED BEFORE ME**, a Notary Public in and for said State and County, the Deponent, who, being 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)

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

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

# **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.</b> See Specific Instructions on page 3.	<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):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	<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.

**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.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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.

# Vendor Form



# COVER SHEET

Effective:  
May 1, 2019

FOR

## VENDOR INFORMATION FORM

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

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

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

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

**Minority Groups:**

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

**Vendor Information Forms should be submitted to the Procurement Department.**

**For questions related to the verification of certifications, please email  
ccwa\_slbe\_program@ccwa.us**





# VENDOR INFORMATION FORM

Effective 5/1/19

## PART 1

Vendor Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Pay to Address: \_\_\_\_\_

Same as above

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

Bank Name: \_\_\_\_\_

Routing No.: \_\_\_\_\_ Account No.: \_\_\_\_\_

Account Name: \_\_\_\_\_

Remittance to Email Address: \_\_\_\_\_

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

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

Social Security or Tax Identification Number (TIN): \_\_\_\_\_

Payment Terms:  NET 30 DAYS  Other: \_\_\_\_\_

**PRODUCTS / SERVICES PROVIDED:**  
Provide NIGP Code(s)

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

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

## PART 2

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

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

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

SLBE Are you certified?  Yes  No Certifying Agency \_\_\_\_\_

County of Primary Business Located: \_\_\_\_\_

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

WBE  MBE \*  DCE

\* IF MBE, PLEASE  Hispanic American  African American  Pacific Islander

CHOOSE ONE ONLY:  Native American  Asian American

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

**Vendor Information Forms should be submitted to [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us).**

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