



**REQUEST FOR BID**  
**MISCELLANEOUS CONCRETE WORK**

**Bid Number 2023-DC-19**

**August 2023**

**Virtual Teams**

**Bid Opening Meeting:** Wednesday, October 4, 2023 at 2:00 p.m. (local time)

**Virtual Teams**

**Non-Mandatory**

**Pre-Bid Meeting:** Wednesday, September 20, 2023 at 2:00 p.m. (local time)

**This bid 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: **Miscellaneous Concrete Work**

The Clayton County Water Authority will open sealed bids from contractors via a Virtual Teams Meeting on **Wednesday, October 4, 2023 at 2:00 p.m. (local time)** for the annual contract for Miscellaneous Concrete Work. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Virtual Meeting will be held on **Wednesday, September 20, 2023 at 2:00 p.m. (local time)**.

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

[Join Microsoft Teams Meeting](#)

Phone Number: +1 912-483-5368

Phone Conference ID: 998 825 192#

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 by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm or via e-mail to [ccwa\\_procurement@ccwa.us](mailto:ccwa_procurement@ccwa.us).

A hardcopy bid package can also be requested at a cost of \$50.

*By: Dr. Cephus Jackson, Chairman  
Clayton County Water Authority*

**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(s) to complete miscellaneous concrete work for the period **January 1, 2024 to December 31, 2024**. CCWA anticipates that the annual value of work to be completed through this contract will be in the range of \$1.4M to \$1.6M.

The CCWA intends to award a Primary contract, as well as a Back-Up contract(s) to ensure that CCWA's requests under this annual contract can be met as needed. A Primary 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. Back-Up contract(s) may be awarded to the next lowest responsive responsible bidder(s) whose bid conforms to the Request for Bids specifications and will be the most advantageous to the CCWA. The successful contractors (bidders) must self-perform no less than seventy-five percent (75%) of all labor for the miscellaneous concrete work. Additionally, CCWA reserves the right to negotiate parity for any and all costs.

Work assignments under this contract will be initially offered to the Primary Contractor. Should productivity and/or quality of work of the Primary Contractor not meet contract specifications and/or CCWA's expectations, then work will be offered to the Back-Up Contractor(s).

The work to be performed under this contract will be determined and assigned by CCWA on an "as-needed", "when-needed" basis. CCWA does not guarantee any minimum or maximum work quantities under this contract and reserves the right to bid any similar type of work as a separate procurement at its sole discretion.

The initial term of this contract will be for twelve (12) months. The contract may be renewed for up to four (4) additional 12-month periods by mutual written consent by both parties.

#### **2.2 Bid Evaluation**

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

## **Division 1**

## **General Information**

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

A contract will be awarded to the lowest responsive responsible bidder(s) whose bid(s) conforms to the Request for Bids specifications and will be the most advantageous to the Clayton County Water Authority (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. The total bid amount per bidder will be determined by taking the “unit cost” for each “work item” as shown on the “Bid Form - Pay Item Schedule” times an estimated annual quantity for each “work item”. At the time of Bid Opening, CCWA will provide a list to each bidder of the “selected” work items and “estimated annual quantities” that CCWA has selected to use in determining the “total bid amount”. 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 ensure that the unit price is in line with comparable items contained in this bid and that any unit price that appear 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.

This procurement has a Small Local Business Enterprise (SLBE) bid discount of up to 10% of the total bid amount which will be applied to certified SLBE primes ONLY depending upon their business location. Please refer to Division 2, Section 8 of this bid package for more details.

### **2.3 Addendum**

Bidders may submit questions regarding this bid prior to the bid opening. To be considered, any and all questions must be received by email at [CCWA\\_Procurement@ccwa.us](mailto:CCWA_Procurement@ccwa.us) **by 2:00 p.m. local time on Friday, September 22, 2023**. 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 1**

## **General Information**

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

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**END OF SECTION**

## **Division 2**

## **Bid Requirements**

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

These instructions are to be followed by every entity bidding 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.
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.



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## **Bid Requirements**

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

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, 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 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 Bid all items. All items may be considered separately, at the discretion of the CCWA.

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## **Bid Requirements**

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

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.
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

## **Division 2**

## **Bid Requirements**

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

- 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 Contractor.
  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 Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
  27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the 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.

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## **Bid Requirements**

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

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 amount 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 the Authority'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 Requesting Department may be present. A 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.

## **Division 2**

## **Bid Requirements**

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

- d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
34. Bidders are notified that the Authority 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. The Authority 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) the Authority'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 the Authority 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 the Authority 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 small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, 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 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 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

## **Division 2**

## **Bid Requirements**

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

this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor 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 3: Required Bid Submittals**

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

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

- A. Bid Form – *Bidders must submit their completed and signed Bid Form.*
- B. Bidder Qualification Information Form, including References.
- C. Georgia Security and Immigration Compliance Act of 2006 form.
- D. Contractor Affidavit and Agreement form.
- E. Subcontractor Affidavit form.

*If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the 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 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.*

- F. CCWA SLBE Certificate and/or required SLBE Forms (as applicable). *An indication of "N/A" for "not applicable" must be noted as appropriate.*
- G. Non-Collusion Certificate.
- H. Certification of Absence of Conflict of Interest.
- I. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
- J. Vendor Information Form. *Company name must match the W-9 Form.*
- K. List of Subcontractor(s) and their role to be used with Annual Contract.
- L. List of Contractor's owned equipment to be used with Annual Contract.
- M. List of Contractor's personnel to be used with Annual Contract.

**Division 2**

**Bid Requirements**

**Section 3: Required Bid Submittals**

- N. Copies of all licenses required to perform the work (if applicable).
- O. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Bidders, Bid Form and Specifications sections.
- P. All addenda 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 "Owner").

In compliance with the Request for Bids, Bidder hereby proposes to perform all work for **Miscellaneous Concrete Work**, 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:**

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 coverages.

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

BID:

The undersigned proposes to complete, in all respects, sound, complete and conformable with this Contract Document the following work for the following amounts.

CCWA guarantees no minimum or maximum quantities, and additionally reserves the right to purchase more or less at the unit price, based on actual need.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

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**Division 2**

**Bid Requirements**

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

No.	Work Item	Detail	Unit	Unit Cost
1	Emergency Mobilization	N/A	EA	
2	Traffic Control County Road	Single Lane Closure	DY	
3		Road Closure	DY	
4	Traffic Control State Road	Single Lane Closure	DY	
5		Road Closure	DY	
6	Site Work Pumping	2-inch or 3-inch	DY	
7		4-inch	DY	
8		6-inch	DY	
9	Site Work Sediment Barrier Installation	Silt Fence - Type A	LF	
10		Silt Fence - Type C	LF	
11		Hay Bale	LF	
12	Site Work Sediment Barrier Removal	N/A	LF	
13	Site Work Soil Stabilization	Straw Mulch	SF	
14		Seed and Straw Mulch	SF	
15		Seed and Matt Blanket	SF	
16	Site Work Remove Asphalt Pavement	Up to 4 inch thick layer	SF	
17		Greater than 4 inch to 6 inch thick layer	SF	
18		Greater than 6 inch to 8 inch thick layer	SF	
19		Greater than 8 inch to 10 inch thick layer	SF	
20		Greater than 10 inch to 12 inch thick layer	SF	
21	Site Work Remove Concrete Flat Work	Up to 4 inch thick layer	SF	
22		Greater than 4 inch to 6 inch thick layer	SF	
23		Greater than 6 inch to 8 inch thick layer	SF	
24		Greater than 8 inch to 10 inch thick layer	SF	
25		Greater than 10 inch to 12 inch thick layer	SF	
26		Curb and Gutter	LF	

**Division 2**

**Bid Requirements**

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

No.	Work Item	Detail	Unit	Unit Cost
27	Site Work Excavation / Backfill	Up to 6 feet deep	CF	
28		Greater than 6 feet to 10 feet deep	CF	
29	Site Work General Fill	Soil	CF	
30		Stone	CF	
31	Site Work Stone Placement on Slope	Up to 12 inch thick layer	SF	
32		Greater than 12 inch to 24 inch thick layer	SF	
33	Site Work Steel Plate Installation	Up to 40 square foot plate	DY	
34		Greater than 40 square foot to 96 square foot plate	DY	
35		Greater than 96 square foot to 160 square foot plate	DY	
36	Site Work Pavement Marking	Line Stripe Up to 6 inch wide	LF	
37		Handicap Symbol	EA	
38	Site Work Pavement Pressure Washing	N/A	SF	
39	Site Work Hauling Debris From Work Site	N/A	LD	
40	Concrete Work Curb and Gutter	Up to 24 inch width, square back	LF	
41		Up to 24 inch width, roll back	LF	
42	Concrete Work Slab-On-Grade	Up to 4 inch thick layer	SF	
43		Greater than 4 inch to 6 inch thick layer	SF	
44		Greater than 6 inch to 8 inch thick layer	SF	
45		Greater than 8 inch to 10 inch thick layer	SF	
46		Greater than 10 inch to 12 inch thick layer	SF	
47		Wire Mesh	SF	
48		Steel Reinforcement - No. 4 Steel Reinforcement	SF	
49	Steel Reinforcement - No. 5 Steel Reinforcement	SF		
50	Concrete Work Catch Basin - Single Wing (GA DOT)	Top Slab	EA	
51		Spillway	EA	

**Division 2**

**Bid Requirements**

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

No.	Work Item	Detail	Unit	Unit Cost
52	Concrete Work Catch Basin - Double Wing (GA DOT)	Top Slab	EA	
53		Spillway	EA	
54	Concrete Work Catch Basin - Varying Sizes	Top Slab	SF	
55		Spillway	SF	
56	Concrete Work Catch Basin Spillway Throat	Up to 24 inch width	LF	
57	Concrete Work Structure Top / Lid	6 inch thick	SF	
58		8 inch thick	SF	
59		10 inch thick	SF	
60	Concrete Work Headwall for 12-Inch Diameter Opening	Headwall with single opening	EA	
61		Per each additional opening	EA	
62	Concrete Work Headwall for 15-Inch Diameter Opening	Headwall with single opening	EA	
63		Per each additional opening	EA	
64	Concrete Work Headwall for 18-Inch Diameter Opening	Headwall with single opening	EA	
65		Per each additional opening	EA	
66	Concrete Work Headwall for 24-Inch Diameter Opening	Headwall with single opening	EA	
67		Per each additional opening	EA	
68	Concrete Work Headwall for 30-Inch Diameter Opening	Headwall with single opening	EA	
69		Per each additional opening	EA	
70	Concrete Work Headwall for 36-Inch Diameter Opening	Headwall with single opening	EA	
71		Per each additional opening	EA	
72	Concrete Work Headwall for 42-Inch Diameter Opening	Headwall with single opening	EA	
73		Per each additional opening	EA	
74	Concrete Work Headwall for 48-Inch Diameter Opening	Headwall with single opening	EA	
75		Per each additional opening	EA	
76	Concrete Work Headwall for 54-Inch Diameter Opening	Headwall with single opening	EA	
77		Per each additional opening	EA	

**Division 2**

**Bid Requirements**

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

No.	Work Item	Detail	Unit	Unit Cost
78	Concrete Work Headwall for 60-Inch Diameter Opening	Headwall with single opening	EA	
79		Per each additional opening	EA	
80	Concrete Work Headwall for 66-Inch Diameter Opening	Headwall with single opening	EA	
81		Per each additional opening	EA	
82	Concrete Work Headwall for 72-Inch Diameter Opening	Headwall with single opening	EA	
83		Per each additional opening	EA	
84	Concrete Work Headwall for 84-Inch Diameter Opening	Headwall with single opening	EA	
85		Per each additional opening	EA	
86	Concrete Work Headwall for 96-Inch Diameter Opening	Headwall with single opening	EA	
87		Per each additional opening	EA	
88	Concrete Work Footing Construction	For 8 inch wall	LF	
89		For 10 inch wall	LF	
90	Concrete Work Wall Construction	For 8 inch wall	SF	
91		For 10 inch wall	SF	
92	Brick Work Wall Construction	1 Brick Thick	SF	
93		2 Brick Thick	SF	
94		3 Brick Thick	SF	
95		4 Brick Thick	SF	
96	Miscellaneous Work Invert Construction	Cast-in-Place Concrete	SF	
97		Brick and Mortar	SF	
98	Miscellaneous Work Ring and Cover Installation	Installation	EA	
99		Additional Height, Per Brick Layer	EA	
100	Miscellaneous Work Cementitious Grouting	Grout Mixed by Hand	CF	
101		Grout Mixed by Plant	CY	
102		Pump Mobilization	DY	

**Division 2**

**Bid Requirements**

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

No.	Work Item	Detail	Unit	Unit Cost
103	Hourly Labor	Superintendent	HR	
104		Foreman	HR	
105		Operator	HR	
106		Laborer	HR	
107	Hourly Equipment	Mini Excavator	HR	
108		Skid Loader	HR	
109		Utility Truck Fully Equipped with Hand Tools, Cutting Tools, Generator, Mechanical Tamp, Vibratory Tamp	HR	
110	Equipment Rental	N/A	%	10
111	Special Material	N/A	%	10

Submitted by: \_\_\_\_\_  
 Company Name of Bidder

Is the Bidder a CCWA certified SLBE?  YES – Copy of the SLBE Certification is required.  
 NO

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

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

Submitted by:

\_\_\_\_\_  
*(NAME OF BIDDER)*

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

\_\_\_\_\_  
*(TITLE)*

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

\_\_\_\_\_ (SEAL)  
*(ATTEST)*

\_\_\_\_\_  
*(ADDRESS)*

\_\_\_\_\_  
*(PHONE NUMBER)*

\_\_\_\_\_  
*(LICENSE NUMBER) (If applicable)*

\_\_\_\_\_  
*(E-MAIL ADDRESS)*

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

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**

*Provide at least three (3) references for similar work that have been completed in the past five (5) years. Failure to provide satisfactory references will result in the bid being deemed non-responsive.*

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**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**

**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

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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**

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

#### **8.1 Program Overview**

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

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

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

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

- Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed: (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) Goods and Services – less than 250 employees.
- Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year.
- **Note:** Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; <https://www.ccwa.us>. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the Certification Process by the solicitation submission deadline.

To encourage participation in contracting regardless of company size, the Authority provides bidders with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The Authority's three

## **Division 2**

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

Solicitation SLBE Incentives; Bid Discounts, Preference Points, and SLBE Goal utilization are determined on a solicitation-by-solicitation basis.

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

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

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

##### **Bid Discount**

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

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

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

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

##### **Preference Points**

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

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

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

## Division 2

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

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

#### 8.3 SLBE Conclusion

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

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

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

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

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

**END OF SECTION**



**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING GOODS AND SERVICES**

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

**WHEREAS**, the Authority is contracting with the Contractor for **Miscellaneous Concrete Work** as provided for under the terms of this Agreement.

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

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

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

2. **COMPENSATION.** The Authority shall pay to the Contractor the prices stipulated in the Bid dated \_\_\_\_\_, hereto attached as **Exhibit B** ("Pricing"), as full compensation for Goods and Services. The total amount of payments by the Authority under this Agreement shall not exceed the amount identified in the Bid Form.

The Authority shall pay the Contractor net 30 days upon receipt of an invoice and upon acceptance of Goods and Services in accordance with this Agreement.

## **Division 3**

## **Contract Forms**

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

Payments from the Authority will be delivered to the Contractor electronically or via first-class mail.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall commence on **January 1, 2024**, and shall terminate on **December 31, 2024**, unless otherwise terminated earlier as provided in this Agreement or unless renewed and extended by the Parties in writing. The contract may be renewed for up to four (4) additional 12-month periods by mutual written consent by both parties.
4. **RENEWAL ADJUSTMENTS.** The parties recognize that substantial changes in the economy of the nation may occur during the initial term of this Agreement and during each succeeding renewal period. Accordingly, the parties agree that the prices stipulated in the Bid Form ("Contract Price") may be adjusted on each succeeding renewal date of this Agreement in accordance with the Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") for the calendar month preceding the month during which the renewal date falls, to the extent of change in the index as compared with the index number for the month of the commencement of this Agreement. Notwithstanding anything to the contrary herein, cost-plus pricing shall not be eligible for renewal adjustments.
5. **INITIATION OF INDIVIDUAL PROJECTS.** Each individual project or engagement of Goods and Services by the Authority shall begin with a PO to the Contractor. The PO may contain terms and conditions for adherence by the Contractor; provided, however, that in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
6. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants that the Contractor's services and workmanship provided under this Agreement shall be (i) free from defects for a period of two (2) years from the date of final acceptance of the good or service; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and policies. Upon receipt of written notice of a defect by the Authority, the Contractor shall repair the defect in a timely manner at no expense to the Authority.
7. **WARRANTY ON GOODS PROVIDED.**
  - (a) The Contractor warrants the Contractor's goods provided under this Agreement for a period of two (2) years from the date of final acceptance of the good. Furthermore, the Contractor warrants and represents that:

## **Division 3**

## **Contract Forms**

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

goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended;

1. all goods are merchantable, of good material and workmanship, and free from defect;
  2. the goods shall be delivered free of the rightful claim of any person arising from patent or trademark infringement; and
  3. the Contractor has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods.
- (b) The warranties provided for under subparagraph (a) of this Paragraph, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods, shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided, however, that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user; and provided, further, that the rights and remedies of the Authority concerning latent defects shall exist indefinitely. The Authority may, at its option, and in addition to other remedies available at law: (i) return defective or nonconforming goods for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and the delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and Paragraph 8 of this Agreement, entitled "Inspection", on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects, and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

## **Division 3**

## **Contract Forms**

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

8. **INSPECTION.** The Authority shall have the right to inspect the goods supplied for Goods and Services, or otherwise hereunder, at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination, or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination, or test, whether under this Agreement or another contract for the same or similar goods, shall relieve the Contractor of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications, and any other requirements or documents made a part of this Agreement. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods, or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including, without limitation, the provisions under Paragraphs 6 and 7 of this Agreement relating to warranties. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including, without limitation, installation and removal, will be charged to the Contractor and such charges shall also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain an inspection system acceptable to the Authority covering the goods furnished for Goods and Services.
9. **CONTRACTOR'S AFFIDAVITS.** The Contractor shall issue a "Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment" and a "Waiver and Release of Lien and Payment Bond Rights upon Final Payment" provided by the Authority before receiving any interim or final payment for any Goods and Services.
10. **RELATIONSHIP OF THE PARTIES.**
  - (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the

## **Division 3**

## **Contract Forms**

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

Authority and the Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and the Contractor. It is expressly agreed that the Contractor is acting as an independent contractor and not as an employee in providing Goods and Services under this Agreement.

- (b) Employee Benefits. The Contractor shall not be eligible for any benefit available to employees of the Authority including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health or life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
  - (c) Payroll Taxes. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the Authority.
  - (d) Conformance with Laws. The Contractor shall perform Goods and Services in compliance with all applicable laws. The Contractor shall be responsible for the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of the Contractor for Good and Services and in complying with this Agreement.
11. **ASSIGNMENT AND SUBCONTRACTING**. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including, without limitation, all of the Contractor's obligations under Paragraphs 6 and 7 of this Agreement relating to warranties.
12. **THE AUTHORITY'S ASSISTANCE AND COOPERATION**. During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include, without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this

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

13. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents, or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.
14. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the Authority and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "Authority Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses, including, but not limited to, reasonable attorney's fees and costs or fines or penalties charged by any governmental entity, incurred by the Authority or any Authority Indemnitees as a result of or arising out of (i) the wrongful misconduct or negligence, including, but not limited to, fraud, of Contractor or its employees, agents, or representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, or representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with Goods and Services under this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Authority or Authority indemnitees as provided herein. These obligations provided for under this paragraph shall survive termination of this Agreement.
15. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement.
16. **TERMINATION FOR DEFAULT.**
  - (a) The Authority may, subject to the provisions of subparagraph (c) of this paragraph, by written notice of default to the Contractor, terminate the whole

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## **Contract Forms**

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or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof or (ii) if the Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and does not cure such failure within a period of ten (10) or more days, as the Authority may authorize in writing, after receipt of notice from the Authority specifying such failure.

- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods or services similar to those so terminated, and Contractor shall be liable to the Authority for any excess costs for the same, including, but not limited to, all cost and expenses of the type specified in Paragraphs 6 and 7 of this Agreement relating to warranties; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" as used in this Agreement shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations

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## **Contract Forms**

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

of the parties shall be the same as if the notice of termination has been issued pursuant to Paragraph 17 of this Agreement relating to Termination for Convenience.

- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. **TERMINATION FOR CONVENIENCE.** The Authority may at any time, by written notice, terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work and Goods and Services under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to Good and Services and work under this Agreement not yet performed or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the Good and Services and work terminated.
18. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:
  - (a) The Goods and Services performed under this Agreement will not create an actual or apparent conflict of interest with any other work Contractor is currently performing or may perform during the term of this Agreement;
  - (b) Contractor is not presently subject to any agreement with a competitor of the Authority or with any other party that will prevent Contractor from performing in full accord with this Agreement;
  - (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit Contractor's ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept work other than work from the Authority during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder; and
  - (d) Contractor shall immediately notify the Authority in writing specifically disclosing any and all potential or actual conflicts of interests which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.
19. **CONTRACTOR AS CONSULTANT AND CONFLICTS OF INTEREST.** In addition to the duties and responsibilities set forth herein, in the event any work requires



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the Contractor to develop or draft specifications or requirements for a solicitation or to serve in a consultative role during a bid or proposal evaluation or negotiation process, the Contractor agrees to the following:

- (a) The Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of the Authority.
- (b) The Contractor shall not have any interest, nor shall the Contractor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of consulting services required under such work.
- (c) The Contractor shall immediately disclose to the Authority any material transaction or relationship, including, but not limited to, that of the Contractor, its employees, agents, or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements; involvement in litigation or other dispute; client relationships; or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

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

- 20. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
- 21. **NOTICES.** Any notices under this Agreement shall be in writing and sent to the respective party at the following address:

**To the Authority:**

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

**To the Contractor:**

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

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

22. **ATTORNEYS' FEES.** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.
23. **CONFIDENTIAL INFORMATION.**
- (a) **Disclosure of Confidential Information.** The Contractor acknowledges that the Contractor may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance and in writing or is required to be disclosed by court order, subpoena, or otherwise by law, neither the Contractor nor any of its employees shall disclose, transfer, distribute, or allow access to any confidential information of the other party to third parties. If the Contractor is required to disclose any information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall provide the Authority with at least thirty-six (36) hours prior notice of its intent to disclose such information, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication, or other written item compelling disclosure with the name, address, phone number, and email address of the person requesting disclosure.
- (b) **Security Breach Notification.** If the Contractor becomes aware of a security breach or any other event that compromises the security, confidentiality, or integrity of information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall take appropriate actions to contain, investigate, and mitigate the security breach or other compromising event. The Contractor shall notify the Authority of a security breach or other compromising event as soon as reasonably possible, but in no event later than seventy-two (72) hours after the Contractor becomes aware of such security breach or other compromising event.
- (c) **Survival.** The obligations provided for under this paragraph shall survive termination of this Agreement.

## **Division 3**

## **Contract Forms**

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

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

## **Division 3**

## **Contract Forms**

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respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

32. **CAPTIONS.** The organization of this Agreement into articles, sections, paragraphs, or subparagraphs or the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction, or effect of this Agreement nor the rights, obligations, or liabilities of the parties under this Agreement.
33. **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

**[SIGNATURES ON NEXT PAGE]**

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

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**CONTRACTOR**

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

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

Name: H. BERNARD FRANKS

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

Title: Chief Executive Officer

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

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

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

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

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

*[Corporate Seal]*

*[Corporate Seal]*

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**EXHIBIT A**

**SCOPE OF GOODS AND SERVICES**

**THIS "EXHIBIT A" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 4 SECTION 1 OF THE CONFORMED DOCUMENTS FOR BID NUMBER 2023-DC-19.**

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**EXHIBIT B**

**PRICING**

**THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 4 OF THE CONFORMED DOCUMENTS FOR BID NUMBER 2023-DC-19.**

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#### **EXHIBIT C**

#### **RISK MANAGEMENT REQUIREMENTS**

The Contractor will provide minimum insurance coverage and limits as per the following:

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

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

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

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



## Division 3

## Contract Forms

### Section 1: Agreement Form

#### ALL CONTRACTS

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

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

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include

#### AS APPLICABLE

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

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

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

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

## **Division 3**

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

visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors.

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

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

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

**[LIMITS OF LIABILITY ON NEXT PAGE]**

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**Contract Forms**

**Section 1: Agreement Form**

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

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

**LIMITS OF LIABILITY (Automobile):**

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

**LIMITS OF LIABILITY (Crime):**

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

**LIMITS OF LIABILITY (Cyber):**

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

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**LIMITS OF LIABILITY (Aviation):**

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

**LIMITS OF LIABILITY (Liquor):**

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

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

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

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for workers compensation.

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certificate**

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

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

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

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

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Miscellaneous Concrete Work**

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

ATTEST:

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

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

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

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

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

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

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

My Commission expires: \_\_\_\_\_

**END OF SECTION**

**Division 3**

**Contract Forms**

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

**CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST**

*(O.C.G.A. § 36-80-28)*

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

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

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

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

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

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

\_\_\_\_\_  
DATE

**END OF SECTION**

## **Division 4**

## **Specifications**

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

#### **1.1 General**

- A. This section describes the information that is required to be provided by the Contractor to facilitate work.
- B. Contractor shall submit, to the CCWA for approval to use, product information on all materials required to be provided by the Contractor unless noted otherwise.
  - 1. Where a material manufacturer is not specified, Contractor shall submit for use domestically manufactured materials.
  - 2. Materials provided by the Contractor not approved by the CCWA shall be subject to rejection without further justification.
- C. The Contractor shall schedule and make submissions as to cause no delay in work.
- D. 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 with each individual Project Work Order:
  - 1. Specifications of materials being supplied (as necessary).

**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 for Contractor review.
- 2. Contractor shall provide comments on the draft work items and quantities to CCWA within 7 calendar days of issuance by CCWA in order that a Project Work Order can be issued.
- 3. Contractor shall commence work on-site within 7 calendar days of receipt of a Project Work Order.

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

- 1. CCWA shall prepare draft work items and quantities for Contractor review.
- 2. Contractor shall provide comments on the draft work items and quantities to CCWA within 24 hours of notice of emergency mobilization by CCWA in order that a Project Work Order can be issued.
- 3. Contractor shall commence work on-site within 24 hours of notice of emergency mobilization by CCWA. CCWA shall issue Project Work Order prior to or concurrently with the start of work.



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- 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 work days 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. CCWA will pay landfill fees associated with construction debris disposal. The following Work Items correspond to the Work Items listed on the "Pay Item Schedule" of the Bid Form.

**Work Item 1. Emergency Mobilization:** Defined as the Contractor's administrative and preparatory operations which are necessary to arrive on-site and initiate work within 24 hours of a notice of an Emergency Mobilization request. The Work Item will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule when applicable as authorized/approved by CCWA. The costs for demobilization, and re-mobilizations due to shut downs or suspensions of the work caused by the Contractor shall not be compensated.

**Work Items 2 – 3. Traffic Control (County Road):** Defined as the Contractor preparing, securing and implementing an approved Clayton County Transportation and Development Department traffic control plan for a day or portion thereof to close a lane of traffic or a road. The Work Items will be paid on a per "day" (DY) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 4 – 5. Traffic Control (State Road):** Defined as the Contractor preparing, securing and implementing an approved Georgia Department of Transportation traffic control plan for a day or portion thereof to close a lane of traffic or a road. The Work Items will be paid on a per "day" (DY) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

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**Work Items 6 – 8. Site Work Pumping:** Defined as the Contractor providing, operating and maintaining a complete pumping system that includes pumps, suction/discharge piping, coffer dams, fuel, etc. of the minimum size to meet flow conditions. The Work Items will be paid on a per “day” (DY) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 9 – 11. Site Work Sediment Barrier Installation:** Defined as the Contractor installing Silt Fence – Type A, Silt Fence – Type C or Hay Bales 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” (LF) unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 12. Site Work Sediment Barrier Removal:** Defined as the Contractor removing for disposal Silt Fence Type-A, Silt Fence – Type C or Hay Bales and stabilizing any subsequent disturbed soil in accordance with Soil Stabilization Work Items. The Work Item will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 13 – 15. Site Work Soil Stabilization:** Defined as the Contractor returning the disturbed soil grade to match existing conditions, removing for disposal all debris, rocks and dirt clogs 3/4-inch in size and larger and installing straw mulch, seed and straw mulch or seed and matt blanket 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” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 16 – 20. Site Work Remove Asphalt Pavement:** Defined as the Contractor saw cutting through asphalt surfaces, removing asphalt pavement from work site and loading for disposal. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 21 – 26. Site Work Remove Concrete Flat Work:** Defined as the Contractor saw cutting through concrete surfaces, removing concrete from work site and loading for disposal. The Work Items shall be used where asphalt material is found to be over concrete material. The Work Items will be paid on a

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

**Work Items 27 – 28. Site Work General Excavation / Backfill:** Defined as the Contractor completing the excavation of soils to a required grade and removing subgrade concrete structures, brick and masonry structures, headwalls, pipe or other items, utilizing shoring devices, dewatering as necessary, stockpiling soil for subsequent backfilling, placing soil as backfill and loading for disposal construction related debris /soil. When placing soil, soil will be compacted to 95% of its maximum dry density as determined by a Standard Proctor Analysis. 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” (CF) unit cost and applicable Detail in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 29 – 30. Site Work General Fill:** (CCWA Provides Material) Defined as the Contractor placing soil and/or stone of varying sizes in excavations or other areas and dewatering as necessary. When placing soil, soil 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 will be paid on a per “in-place cubic foot” (CF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 31 – 32. Site Work Stone Placement on Slope:** (CCWA Provides Material) Defined as the Contractor placing stone of varying sizes on sloped grades at requested layer thickness. The Work Items will be paid on a per “square foot” (SF) unit cost and applicable Detail in accordance with the Pay Item Schedule and as authorized/approved by CCWA.

**Work Items 33 – 35. 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” (DY) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

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**Work Items 36 – 37. Site Work Pavement Marking:** Defined as the Contractor installing painted line of the appropriate color to concrete surfaces of parking lots or installing painted handicap symbol, complying with Figure 3B-22 of the Manual on Uniform Traffic Control Devices, of the appropriate color to 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 concrete color is visible through paint. The Work Items will be paid on a per “linear foot” (LF) unit cost for striping and on a per “each” (EA) unit cost for symbol in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 38. Site Work 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 Item 39. Site Work Hauling Debris From Work Site:** Defined as the Contractor transporting CCWA provided material to a work site or transporting CCWA material / construction related debris from a work site to a disposal facility or CCWA facility and unloading material. The Work Item is not applicable for Contractor supplied material. Where material is picked-up or unloaded at a CCWA facility, CCWA will load/unload material. Contractor shall provide suitable equipment for hauling material (i.e. double rear-axle dump truck, lowboy tractor-trailer, etc.). Contractor shall make every effort to fully load each truck for transportation. The Work Item will be paid on a per “load” (LD) unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 40 – 41. Concrete Work 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 loaded for disposal. The Work Items will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

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**Work Items 42 – 49. Concrete Work Slab-On-Grade:** Defined as the Contractor excavating to grade where necessary, preparing ground surface, installing necessary formwork, installing wire mesh or steel reinforcing as requested by CCWA and placing commercial grade 3,000 psi concrete of varying thickness and area to a required grade. Placed concrete shall be 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 loaded for disposal. The “Wire Mesh” description is for 4x4 – W2.1xW2.1 wire mesh. The “Steel Reinforcement” description is for No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way supported on chairs and secured using tie wire. Install reinforcement in accordance with the Concrete Reinforcement Steel Institute (CRSI) manual for placing reinforcing bars, latest edition. Comply with “Slab-On-Grade” Detail. The Work Items for concrete will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable depth Detail as authorized/approved by CCWA. The Work Items “Wire Mesh” and “Steel Reinforcement” will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 50 – 53. Concrete Work Catch Basin Single and Double Wing (GA DOT):** (CCWA Provides Ring and Cover) Defined as the Contractor excavating to grade where necessary and preparing ground surface for a spillway, installing necessary formwork, ring and cover, steel reinforcement and placing commercial grade 4,000 psi concrete to sizes in accordance with Georgia Department of Transportation (GA DOT) standards for a basin top slab and a basin spillway. Placed concrete shall be vibratory consolidated prior to finishing. Concrete for spill way shall be finished smooth. Concrete for top slab shall be finished with a brush finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire; other No. 3

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bar reinforcement as required. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with “GA DOT 1033D” and “GA DOT 1034D” Details; catch basin top slab and spillway with protruded back is not applicable. The Work Items will be paid on a per “each” (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 54 – 55. Concrete Work Catch Basin - Varying Sizes:** (CCWA Provides Ring and Cover) Defined as the Contractor excavating to grade where necessary and preparing ground surface for a spillway, installing necessary formwork, ring and cover, steel reinforcement and placing commercial grade 4,000 psi concrete to varying sizes in general accordance with GA DOT standards for a basin spillway and a basin top. Placed concrete shall be vibratory consolidated prior to finishing. Concrete for spill way shall be finished smooth. Concrete for top slab shall be finished with a brush finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire; other No. 3 bar reinforcement as required. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply in general with “GA DOT 1033D” and “GA DOT 1034D” Details. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 56. Concrete Work Catch Basin Spillway Throat:** Defined as the Contractor excavating to grade where necessary, 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 loaded for disposal. Comply in general with “GA DOT 1033D” and “GA DOT 1034D” Details. The Work Items will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 57 – 59. Concrete Work Structure Top / Lid:** (CCWA Provides Ring and Cover or Hatch) Defined as the Contractor installing necessary formwork and steel reinforcing, lifting anchors, ring and cover or hatch and placing commercial grade 4,000 psi concrete of varying thickness and sizes over

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an existing structure. Placed concrete shall be vibratory consolidated prior to finishing. Concrete shall be finished with a brush finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire. Lifting anchors shall be pre-engineered and manufactured for corrosion resistance and sized for the applicable slab being installed. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with "Concrete Structure Top / Lid" Detail. The area of a ring and cover or hatch is not deducted from the overall square footage. The Work Items will be paid on a per "square foot" (SF) unit cost in accordance with the Pay Item Schedule and applicable depth Detail as authorized/approved by CCWA.

**Work Items 60 – 87. Concrete Work Headwall:** Defined as the Contractor installing necessary formwork and steel reinforcing, cutting pipe as may be necessary and placing commercial grade 4,000 psi concrete. Placed concrete shall be vibratory consolidated. Upon form removal, any voids shall be filled with a non-shrink cement grout, rubbed finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with "Concrete Headwall" Detail. The area of the pipe is not deducted from the overall square footage. The Work Items will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 88 – 89. Concrete Work Footing Construction:** Defined as the Contractor installing necessary formwork and steel reinforcing, placing commercial grade 4,000 psi concrete and constructing footings to requested sizes. Placed concrete shall be vibratory consolidated. Upon form removal, any voids shall be filled with a non-shrink cement grout. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with "Concrete Footing

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and Wall” Detail. Excavation / Backfill required for these work items will be completed by Work Item “Excavation / Backfill”. The Work Items will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 90 – 91. Concrete Work Wall Construction:** Defined as the Contractor installing necessary formwork and steel reinforcing, cutting pipe as may be necessary, placing commercial grade 4,000 psi concrete and constructing walls to requested sizes. Placed concrete shall be vibratory consolidated. Upon form removal, any voids shall be filled with a non-shrink cement grout, rubbed finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with “Concrete Footing and Wall” Detail. Excavation / Backfill required for these work items will be completed by Work Item “Excavation / Backfill”. The square foot area of wall construction is determined by measuring the linear footage of wall (soil side) by the linear footage of vertical height. The area of a wall opening is not deducted from the overall square footage. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 92 – 95. Brick Work Wall Construction:** Defined as the Contractor installing brick and mortar to form walls of varying thickness, cutting pipe as may be necessary and constructing boxes / vaults to requested sizes. Brick shall conform to ASTM C32-11, Grade MS and MM, plain textured surface. Mortar shall conform to ASTM C270, Type S. The “Brick Deep Wall Construction” description indicates the number of bricks used to construct the thickness of the wall. Comply with “Brick Wall Construction” Detail. The square foot area of wall construction is determined by measuring the linear footage of wall (soil side) by the linear footage of vertical height. The area of a wall opening is not deducted from the overall square footage. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 96 – 97. Miscellaneous Work Invert Construction:** Defined as the Contractor installing concrete or brick and mortar channels of the necessary shape and size to direct flow. Concrete shall be commercial grade 3,000 psi



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compressive strength. Brick shall conform to ASTM C32-11, Grade SS and SM, smooth surface on both ends and face side. Mortar shall conform to ASTM C270, Type S. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 98 – 99. Miscellaneous Work Ring and Cover Installation:** (CCWA Provides Ring and Cover Material) Defined as the Contractor installing traffic rated or non-traffic rated cast iron ring and cover to a grade with brick and mortar on structure as required, grouting ring to structure or brick work. 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” (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 100 – 102. Miscellaneous Work Cementitious Grouting:** Defined as the Contractor installing necessary piping and/or bulk heads to facilitate the work, placing minimum 500 psi grout and completely filling pipe or repairing pipe invert or other work as may be necessary and removing and loading for disposal any waste material. The “Grout Mixed By Hand” description is where mixture is provided in a sack, water is added at the work site and mixture and water are combined and mixed together using hand tools; cubic foot quantity is indicated on the sack. The “Grout Mixed By Plant” description is where mixture and water are combined at a plant and mixed in a cement truck. The “Pump Mobilization” description is where a pump is utilized to place grout. The Work Item “Grout Mixed By Hand” will be paid on a per “cubic foot” (CF) unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA. The Work Item “Grout By Plant Mixing” will be paid on a per “cubic yard” (CY) unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA. The Work Item “Pump Mobilization” will be paid on a per “day” (DY) unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 103 – 106. Hourly Labor:** Work Items shall be utilized on a case-by-case basis. Defined as the Contractor 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” (HR) unit

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cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 107 – 109. Hourly Equipment:** Work Items shall be utilized on a case-by-case basis. Defined as the Contractor 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 110. Equipment Rental:** Work Item shall be utilized on a case-by-case basis. Defined as the Contractor 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.

**Work Item 111. Special Material:** Work Item shall be utilized on a case-by-case basis. Defined as the Contractor 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.

**END OF SECTION**

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## **Specifications**

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

#### **3.1 General**

- A. This section describes general requirements of the Contract.
- B. 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.
- C. The Contractor shall provide an experienced supervisor in charge of field operations and subcontractors. 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.
- D. 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.
- E. 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.
- F. 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.
- B. The Contractor shall be responsible for locating existing utilities in accordance with state and local regulations.

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## **Specifications**

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

- C. The Contractor shall complete excavation work utilizing trench shoring devices where applicable.
- D. The CCWA shall provide water as necessary for construction purposes at no expense to the Contractor. The Contractor shall be responsible for transporting water from a CCWA hydrant location to the work site. The excessive use of water shall be prohibited.
- E. The Contractor shall be responsible for providing and maintaining a safe work site. Contractor shall utilize safety cones, barricades, caution lights, caution tape, safety fencing, etc. as necessary to protect the workers and the public at all times.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

### **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

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## **Specifications**

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

- 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. Department of Transportation (D.O.T.) certified Flaggers will be required on D.O.T. controlled roadways.
- 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 completed using plugging, redirection/cofferdam or bypass pumping methods.
- 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 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

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## **Specifications**

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

- 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. 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.
  - F. The Contractor shall take all necessary steps to eliminate the overflow of sewerage. In the event of an overflow of sewerage the Contractor shall be responsible for cleanup of the area and all other pertinent activities as required by the Georgia Environmental Protection Division (GAEPD). All costs of these restoration/cleanup activities shall be the responsibility of the Contractor. In the event that funds are expended by the CCWA related to these activities the Contractor shall reimburse the CCWA for any and all such costs including but not limited to the costs expended by the CCWA for fines levied by the GAEPD.
  - 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 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.

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## **Specifications**

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

#### **3.5 Material Testing**

- A. CCWA will be testing soil fill and backfill for compaction requirements referenced in the Work Items. Soil tested and that does not meet the required percent compaction shall be excavated, replaced and compacted to meet the required percent compaction at the expense of the Contractor.
- B. CCWA will be testing supplied concrete for compressive strength referenced in the Work Items. Concrete tested that does not meet the required compressive strength shall be removed, disposed and replaced to meet the required compressive strength at the expense of the Contractor.

#### **3.6 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 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**

# **ATTACHMENT A**

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

.



**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS  
UPON INTERIM PAYMENT**

The undersigned mechanic and/or materialman has been employed by the Clayton County Water Authority to furnish: \_\_\_\_\_

\_\_\_\_\_ [describe materials and/or labor] for the construction of improvements known as: \_\_\_\_\_ [title of the project or building]; which is located in the City of \_\_\_\_\_, County of \_\_\_\_\_, and is owned by the Clayton County Water Authority and more particularly described as follows:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ [describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, block and lot number]: See Attachment:  yes  no

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

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

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

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

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

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

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

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

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

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

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

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

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

(NOTARY SEAL)

# **ATTACHMENT B**

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

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS  
UPON FINAL PAYMENT**

The undersigned mechanic and/or materialman has been employed by the Clayton County Water Authority to furnish: \_\_\_\_\_

\_\_\_\_\_ [describe materials and/or labor] for the construction of improvements known as: \_\_\_\_\_ [title of the project or building]; which is located in the City of \_\_\_\_\_, County of \_\_\_\_\_, and is owned by the Clayton County Water Authority and more particularly described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, block and lot number]: See Attachment:  yes  no

Upon the receipt of the sum of: \$ \_\_\_\_\_, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing property or any rights against any labor and/or material bond on account of labor or materials, or both, furnished by the undersigned to or on account of Clayton County Water Authority for said property.

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

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

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

1. That Deponent is the duly authorized agent and duly elected and acting officer of \_\_\_\_\_ (the "Contractor"), and is duly authorized to execute this Final Contractor's Affidavit, Lien Waiver and Indemnification (this "Affidavit") in a representative capacity on behalf of Contractor, as well as in Deponent's individual capacity, and Deponent has made diligent inquiry into and is personally familiar with and has full knowledge of all facts set forth herein.

2. That Contractor acted as the sole general contractor in charge of and directly responsible for the building and construction of all improvements (the "Work") located as reflected above (the "Property"), all of which Work was performed pursuant to the terms of that certain agreement dated \_\_\_\_\_ (the "Agreement") by and between Contractor and the Clayton County Water Authority as the owner or agent of the owner of the Property (the "Owner"). The Work includes, without limitation, all Work under or related to the Agreement and all change orders to the Agreement, and all supplemental contracts and subcontracts, whether oral or written, for any extra, additional or replacement labor or materials. Contractor is, and performed the Work as, an independent general contractor and Contractor is not an agent of Owner, and all of the Work was furnished and performed at the instance of Contractor as general contractor.

3. That the Work has been fully and finally completed in strict accordance with the terms of the Agreement, and Contractor has at all times since the commencement of the Work been in direct charge of all aspects of the Work, and Contractor has obtained a current valid permanent certificate of occupancy for the Property and the Work, and the Work has been completed within the boundary lines of the Property.

4. Upon receipt of the sum reflected above, Contractor acknowledges that Owner has paid in full to Contractor the full contract price under the Agreement (the "Contract Price"), which Contract Price includes, without limitation, all amounts and bills for all labor, materials, fixtures and supplies of any type whatsoever used in the Work. Upon receipt of these monies, all contractors, subcontractors, subcontractors of subcontractors, materialmen, suppliers and laborers will be paid in full the agreed price or reasonable value for all materials and supplies ordered, used or furnished and services and labor rendered in connection with or as a part of the Work, and none of such parties have or will have any claim, demand or lien against the Property, and all of the amounts paid by Owner to Contractor under the Agreement have been and will be used to pay for labor or materials used in the Work when no liens or claims of lien were filed or outstanding. There are no disputes regarding the Agreement or any other contracts or subcontracts with respect to the Work or the Property, and, except for bills associated with these final monies, there are no amounts due or unpaid bills of any nature, either for labor or services related to the Work or the Property or any materials which have been or may have been placed upon, or applied or delivered to the Property, and Contractor does hereby unconditionally agree to hold harmless and indemnify Owner from and against all claims

for mechanic's or materialman's liens or claims of lien, including, without limitation, any attempted foreclosure thereof, which in any way arise out of or are related to the Work or the Property, including, without limitation, any attorney's fees incurred in connection therewith.

5. That Contractor does hereby for itself, and its employees, suppliers, subcontractors, mechanics and materialmen and all other persons acting for, through, or under Contractor, waive, remise, relinquish and release all right to file or to have filed or to maintain any materialman's or mechanic's lien or liens or claim or claims against the Property or arising out of or related to the Work. This Affidavit is executed and given in favor of and for the benefit of, and may be relied upon by, Owner and each and every party legally or equitably, now or hereafter, owning or holding any interest in the Property.

6. That this Affidavit is a sworn statement made under the provisions of Official Code of Georgia Annotated Section 44-14-361.2, and is made for the purpose of inducing Owner to pay to Contractor the balance of the Contract Price pursuant to the terms of the Agreement.

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

(SEAL)

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

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

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

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

### NOTARY ACKNOWLEDGMENT

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

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

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

# **ATTACHMENT C**

**W-9 Form**





By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

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

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

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

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

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

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

# **ATTACHMENT D**

## **Vendor Form**



# COVER SHEET

Effective:  
November 1, 2018

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 11/1/18

## 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. ACH payments are faster and more convenient ways to receive your payments. If you are interested in ACH payments, please complete below information in its entirety:

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:**  
Select NIGP Code from drop-down menu **HERE** ----->

**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 the Procurement Department.**

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.



# **ATTACHMENT E**

**Bid Package Label**

## BID PACKAGE LABEL

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



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



### MISCELLANEOUS CONCRETE WORK

**BID ID No.: 2023-DC-19**

***Due Date and Time: Wednesday, October 4, 2023 at 2:00 p.m. local time***

**COMPANY NAME:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Utility Contractor No. (If applicable): \_\_\_\_\_

# **ADDENDA**