



REQUEST FOR BID

Stormwater Pipe Work Annual Contract

Bid Number 2025-SW-16

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

SCHEDULE OF EVENTS	DATE
Deadline for Questions Questions must be submitted online through the Bonfire Portal at: https://ccwa.bonfirehub.com/ .	August 21, 2025 at 3:00 p.m.
Addendum Issued Answers will be answered via addendum online through the Bonfire Portal at: https://ccwa.bonfirehub.com/	August 28, 2025 at 3:00 p.m.
Bid Opening Responses will be opened during a virtual meeting via Microsoft Teams. Solicitations must be submitted through the online Bonfire Portal at: https://ccwa.bonfirehub.com/ . Submissions by other methods will not be accepted.	September 5, 2025 at 3:30 p.m.

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Section 1: Request for Bids

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

Name of Project: **Stormwater Pipe Work Annual Contract**

The Clayton County Water Authority will open sealed bids from vendors via a Virtual Teams Meeting on **September 5, 2025 at 3:30 p.m. (local time)** for the **Stormwater Pipe Work Annual Contract**. Any bids received after the specified time will not be considered.

Please use the following call-in instructions to attend the Bid Opening meeting:

[Join the meeting now](#)

Meeting ID: 268 974 873 829 1

Passcode: Ri64hV9h

Dial in by phone

[+1 912-483-5368,,185838251#](#) United States, Savannah

[Find a local number](#)

Phone conference ID: 185 838 251#

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

In an effort to promote responsible environmental practices this 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 by e-mail to **ccwa_procurement@ccwa.us**. Bidders will need to provide contact information and an email address, and any file size transfer limits to ensure email transmittals can be made. A hardcopy bid package can also be requested at a cost of \$25.

Clayton County Water Authority
By: Marcia Jones, Procurement Manager

Section 2: General Overview - Revised**2.1 Intent and Purpose**

The Clayton County Water Authority (CCWA) intends to contract for the annual services of experienced licensed utility contractor(s) to complete work in stormwater gravity pipe flow systems and structures. The stormwater gravity pipe flow systems can range in sizes from four (4 in.) inches in diameter up to one hundred eight (108 in.) inches in diameter. Piping material ranges from corrugated metal pipe (CMP), high density polyethylene corrugated dual walled pipe (HDPE), polypropylene corrugated dual walled pipe (PP), and reinforced concrete pipe (RCP).

CCWA is implementing a 10-year strategic master plan that has a large focus on replacement and renewal of our water, sewer, and stormwater pipelines. A substantial portion of the nearly \$14 million per year of planned work on these projects is executed through our annual service pipe contracts, including this contract. For annual services related stormwater pipe work, it has been our experience, over the last several years, that we have kept a continuous assignment of work to our annual pipe contractors. In fiscal years 2022 and 2023, \$2.78 million and \$3.11 million worth of stormwater projects were completed, respectively. CCWA anticipates that the annual value of work to be completed through this contract will be in the range of \$2.5 to \$3.5 million dollars.

The CCWA reserves the right to select multiple Contractor(s) to ensure that our requests under this annual contract can be performed as needed.

The work to be performed under this contract will be determined and assigned by CCWA on an “as-needed”, “when-needed” basis, and will be issued in the form of a Project Work Order. A Project Work Order may include a single work item or may include several work items. In general, assigned work orders consist of replacing an entire piping system and associated structures that can include piping, manholes, catch basins, headwalls, removal/replacement of asphalt, concrete structures, site fencing and landscaping renovations. Figure 1 below provides an example of such work.

The Clayton County Water Authority (CCWA) intends to award multiple contracts pursuant to this Request for Bid (RFB). Each awarded contractor is expected to provide the specified goods and/or services for the full duration of the contract term, as defined herein. CCWA does not intend to utilize any other cooperative agreements, state contracts, or CCWA contracts for the scope of work covered under this RFB, except in cases of emergency, vendor non-performance, or other unforeseen circumstances that require immediate procurement action to maintain operational continuity. The contracts awarded through this solicitation will serve as the designated source of procurement from which CCWA may, at its sole discretion, request goods and services as needed during the contract period, unless otherwise terminated in accordance with the terms of the agreement.



CCWA does not guarantee any minimum or maximum work quantities under this contract.

Where the total contract in an amount of two-hundred fifty-thousand dollars (\$250,000.00) or more, for work considered “Public Works” is issued as defined by under O.C.G.A. § 13-10-1, Payment and Performance Bonds will be required prior to the commencement of that work.

The contract will be awarded for a twelve (12) month period and may be renewed for up to four (4) one-year terms upon mutual written consent by both parties. By submitting a sealed bid, bidders must agree to provide all stated services at the same terms, conditions, and bid prices for the specified twelve-month period.

2.2 Coordination and Safety

The Contractor shall be responsible for coordinating the work in accordance with the requirements of local, state and federal authorities and jurisdictions as required. The Contractor shall provide CCWA with copies of permits, certifications, etc. upon request, to document compliance with these requirements. Also, the Contractor will need to coordinate the planned work with CCWA staff to prevent any interruptions to operations, customers and the general public.

2.3 Bid Submission

Solicitations must be submitted through the online Bonfire Portal at <https://ccwa.bonfirehub.com/>. Submissions by other methods will not be accepted.

2.4 Bid Evaluation

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

Contractors will be included in a rotation list, starting with the lowest responsive and responsible bidder, and will be contacted to provide services as required. This rotation system aims to ensure an equitable distribution of work and a prompt response to service requests. Contractors are expected to respond promptly to service calls and complete the work within the agreed-upon timeframe. However, the requesting department retains the discretion to bypass the rotation if it is deemed not in the best interest of the Water Authority.

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

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

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

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

2.4 Addendum

Bidders may submit questions regarding this contract prior to the bid opening. To be considered, all questions must be submitted online through the Bonfire Portal at <https://ccwa.bonfirehub.com/>. Responses to all bidder inquiries will be provided in the form of an Addendum, which will be made available online through the Bonfire Portal. All issued addenda shall become an official part of the Bid Documents.

Section 1: Instructions to Bidders

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

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

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.
6. Bids must be made on the Bid Table on the e-procurement platform or as directed.
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 received by the CCWA Procurement Department electronically through the Bonfire portal at <https://ccwa.bonfirehub.com/>. Upon submission, all responses will be electronically time- and date- stamped once all documents have been successfully uploaded and received.
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 the 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 propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds one hundred thousand dollars (\$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 in their bid submittal.

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. 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 the 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 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. CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent

and such quantities should be specified on the bid Form. Otherwise, none will be assumed.

23. The time for completion of the work is stated in the bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Bidder.
25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
26. The Contract between the CCWA and the Bidder shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties. Any seals to be applied to the Contract by Bidders shall be in the form of ink seals.
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 given 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. Any seals to be applied to the Contract or Contract Bonds shall be in the form of ink seals.
29. Award of this bid shall be by action of the CCWA Board of Directors at a regularly scheduled or called meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.

32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
- a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Request Department may be present. A 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 CCWA in determining the lowest responsible bid:
- a. Ability of bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with CCWA based on above-average prior performance of work with CCWA.
 - e. Preference for local vendors where there is no significant variance in price or service.
34. Bidders are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) CCWA's Board determines that the preferred bid provides the most cost-effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against CCWA for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.

35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that Bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Section 2: Risk Management Requirements

The Contractors and any potential CCWA approved Subcontractors will provide minimum insurance coverage and limits as per the following:

The Contractor/Subcontractor will file with the Clayton County Water Authority (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 the Authority, 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 Authority's Risk Manager may require additional and/or increase in coverage and limits driven by the complexity of the relevant contract.

The 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.

APPLICABLE TO ALL CONTRACTS

Worker's Compensation – Required for all contracts, including any sole proprietor, individual consultants, or small businesses. 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. Other States: If any work is performed out of state including any remote workers, then those states must be covered as well. Maritime endorsements: 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. Waiver of subrogation: The insurer agrees 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. An umbrella policy may increase the employer's liability limits to meet the minimum requirements.

Commercial General Liability – Required for all contracts. Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work. The general aggregate and products & completed operations aggregate should be at least twice the minimum required occurrence limit. Policy shall be written on an

AS APPLICABLE (Marked with an "X")

☐ **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** – 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: a) Information Security & Privacy Liability; b) Regulatory Fines and Penalties; c) Payment Card Industry (PCI) if credit cards and/or banking information is obtained or accessed, and d) 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 Insurance (Errors & Omissions)** – Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses. Since professional 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.

☐ **Terrorism Liability** – Required on specific contracts stated by the Risk Management Department including but not limited to: 1) all contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000; and 2) all special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors.

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.

Automobile Liability – Required for all contracts except for products or services that are remote only or are delivered by a 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.

☐ **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.

☐ **Builder’s Risk** – Recommended for most construction projects. The limit of coverage should be equal to the value of the contract or GREATER. Covered perils should be at least fire, wind, theft, vandalism, flood, and earthquake.

☐ **Umbrella Liability** – Recommended for all contracts. 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. The underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for Workers Compensation.

MINIMUM LIMITS OF LIABILITY ON NEXT PAGE

MINIMUM LIMITS OF LIABILITY

INSURANCE	COVERAGE	LIMIT
Worker's Compensation	Bodily Injury by Accident - Each Accident	\$500,000
	Bodily Injury by Disease – Each Disease	\$500,000
	Bodily Injury by Disease – Each Employee	\$500,000
Commercial General Liability	General Aggregate	\$2,000,000
	Products & Completed Operations Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000
	Personal & Advertising Injury	\$1,000,000
	Damages to Premises / Fire Legal	\$300,000
	Medical Payments	\$5,000
Automobile	Combined Single Limit OR	\$1,000,000
	Per Person	\$500,000
	Per Occurrence	\$500,000
	Property Damage	\$100,000
	Medical Payments	\$1,000
Crime	Employee Dishonesty	\$1,000,000
	Funds Transfer Fraud	\$1,000,000
	Money & Securities	\$100,000
	Computer Crime	\$1,000,000
	Social Engineering or its equivalent	\$100,000
Cyber Insurance	Each Claim/Wrongful Act	\$1,000,000
	Annual Aggregate	\$2,000,000
	Business Interruption	\$1,000,000
	Data Recovery	\$1,000,000
	Cyber Extortion Expenses	\$500,000
	Cyber Extortion/Ransom Payments	\$50,000
Professional Liability	Each Claim/Wrongful Act	\$1,000,000
	General Aggregate	\$2,000,000
Terrorism	Access/use of water, electric or gas utilities	\$5,000,000
	Special events	\$1,000,000
Aviation	Each Occurrence	\$5,000,000
	Automobile Liability	\$1,000,000
	Pollution Liability (FBOs Only)	\$1,000,000
Liquor	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Sexual Abuse & Molestation	Each Claim/Wrongful Act	\$1,000,000
	General Aggregate	\$2,000,000

END OF SECTION

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 include any of these items may result in the bid being deemed non-responsive:

For your convenience, a check box is provided next to the required items, which include but are not limited to:

- A. Bid Form – *Bidders must submit their completed and signed Bid Form.* ☐
- B. Bidder Qualification Information Form, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive. ☐
- C. Georgia Security and Immigration Compliance Act of 2006 form. ☐
- D. Contractor Affidavit and Agreement form. ☐
- E. Subcontractor Affidavit form. ☐
- E. An indication of “N/A” for “not applicable” must be noted as appropriate.

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). ☐
- F. 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. Vendor Information Form. *Company name must match the W-9 Form.* ☐
- J. Georgia Bid Bond ☐

- K. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).* ☐
- L. Prime bidders must provide a copy of their Utility Contractor's License. ☐
- M. Copies of all licenses required to perform the work (if applicable). ☐
- N. 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. ☐
- O. All addenda issued. ☐

3.2 Required Post Award Submittals:

The following is required from the successful bidder:

- a. A current Certificate of Insurance.
- b. An endorsement including CCWA as an additional insured for the Commercial General Liability only.
- c. A 30-day cancellation endorsement for ALL policies on your Certificate of Insurance.
- d. Payment Bond
- e. Performance Bond

END OF SECTION

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 Stormwater Pipe Work Annual Contract 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.

PAYMENT TERMS:

Payment terms are Net 30 days after receipt of an invoice and acceptance of the work by CCWA.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

Bid Cost to be submitted on the Bonfire Portal.

Is the Bidder a CCWA certified SLBE? ☐ YES – COUNTY: _____ ☐ NO

Submitted by:

(NAME OF BIDDER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

(SEAL)
(ATTEST)

END OF SECTION

Division 2**Bid Requirements****Section 5: Georgia Bid Bond**

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

herein after called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Georgia as SURETY, are held and firmly bound unto Clayton County Water Authority, as OWNER, hereinafter called the OBLIGEE, in the amount of five percent (5%) of the Total Bid Amount for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

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

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

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Total Bid Amount be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

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

Signed and sealed this _____ day of _____ 20_____.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

END OF SECTION

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

*Using the tables below, provide a minimum of three (3) references (excluding CCWA) that your company has performed stormwater work for as defined in this bid package. The work must have been completed within the last five (5) years. **Verify that the contact details (name, phone number, email address) are correct and up to date.***

On page ____ please describe all stormwater-related work that your company has performed for CCWA during the last five (5) years.

Failure to provide satisfactory references will result in the bid being deemed non-responsive.

Reference 1	
Company/Gov't Entity Name	
Contact Name	
Contact's Email Address	
Contact's Phone Number	
Contact's Address	
1. Please describe the work performed that involved the removal, replacement, or installation of stormwater pipe for this client:	

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

2. If your company has performed the work on said stormwater pipe, please provide the size (in feet) and type (material) of pipe replaced or installed. Also provide the sizes of pipe installed.

3. As part of stormwater infrastructure removal and replacement, some excavations can be over 20' in depth. What is the deepest excavation that was performed for this client, in terms of stormwater infrastructure?

4. As part of said work, did your company remove, repair, or replace SW structures for this client? This includes headwalls, catch basin, manholes, etc. If so, please describe the type and number of structures replaced and/or installed.

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

5. As part of said work, did your company perform any site restoration activities for this client? This includes site grading, asphalt, concrete, site fencing, landscaping restoration activities. If so, please describe the type and amount of those activities.

Reference 2

Company/Gov't Entity Name

Contact Name

Contact's Email Address

Contact's Phone Number

Contact's Address

1. Please describe the work performed that involved the removal, replacement, or installation of stormwater pipe for this client:

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

2. If your company has performed the work on said stormwater pipe, please provide the size (in feet) and type (material) of pipe replaced or installed. Also provide the sizes of pipe installed.

3. As part of stormwater infrastructure removal and replacement, some excavations can be over 20' in depth. What is the deepest excavation that was performed for this client, in terms of stormwater infrastructure?

4. As part of said work, did your company remove, repair, or replace SW structures for this client? This includes headwalls, catch basin, manholes, etc. If so, please describe the type and number of structures replaced and/or installed.

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

5. As part of said work, did your company perform any site restoration activities for this client? This includes site grading, asphalt, concrete, site fencing, landscaping restoration activities. If so, please describe the type and amount of those activities.

Reference 3

Company/Gov't Entity Name

Contact Name

Contact's Email Address

Contact's Phone Number

Contact's Address

1. Please describe the work performed that involved the removal, replacement, or installation of stormwater pipe for this client:

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

2. If your company has performed the work on said stormwater pipe, please provide the size (in feet) and type (material) of pipe replaced or installed. Also provide the sizes of pipe installed.

3. As part of stormwater infrastructure removal and replacement, some excavations can be over 20' in depth. What is the deepest excavation that was performed for this client, in terms of stormwater infrastructure?

4. As part of said work, did your company remove, repair, or replace SW structures for this client? This includes headwalls, catch basin, manholes, etc. If so, please describe the type and number of structures replaced and/or installed.

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

5. As part of said work, did your company perform any site restoration activities for this client? This includes site grading, asphalt, concrete, site fencing, landscaping restoration activities. If so, please describe the type and amount of those activities.

Please describe any and all stormwater related work that your company has performed for CCWA during the last 5 years:

END OF SECTION

Section 7: Contractor Affidavit and Agreement**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

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

Contractor**Authorized Signature:****Name:****Title:****Date:**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program* User Identification Number

Date of Authorization

Enter the four to seven-digit number

Name of Contractor (Printed)

BY: Authorized Officer or Agent of Contractor (Signature)

Date

Printed Name of Contractor's Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____
20____.

Notary Public

My Commission Expires

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

EEV / Basic Pilot Program* User Identification Number

Date of Authorization

Enter the four to seven-digit number

Name of Sub-contractor (Printed)

Authorized Officer or Agent of Sub-contractor (Signature)

Date

Name of Sub-contractor's Authorized Officer or Agent (Printed)

Title of Authorized Officer or Agent of Sub-contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____
20____.

Notary Public

My Commission Expires

Division 2

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 (3) 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% 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 Points for CCWA SLBE Firms within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding.

Example:

General proposal requirements	(POSSIBLE TOTAL 50 POINTS)
Technical requirements	(POSSIBLE TOTAL 50 POINTS)
SBLE Preference Points	(POSSIBLE TOTAL 10 POINTS)

SLBE Proposal

General Requirements	40
Technical Requirements	30
SLBE Preference Points –Clayton	10
TOTAL POINTS	80

NON-SLBE Proposal

General Requirements	40
Technical Requirements	30
No SLBE Preference	0
TOTAL POINTS	70

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 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 shall be provided with their solicitation response.

**STATE OF GEORGIA
COUNTY OF CLAYTON**

AGREEMENT FOR ONGOING PROVISION OF GOODS AND SERVICES

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

WHEREAS, the Authority is contracting with the Contractor for the **Stormwater Pipe Work Annual Contract** 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 must be provided at the times specified, and at the regularly scheduled intervals as outlined in the Request for Bid package.

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.

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

3. **TERM OF AGREEMENT.**

- a) The initial term of this Contract shall be for one (1) year, and may be renewed for four (4) one-year terms by mutual written consent by both parties with no changes in terms, conditions and bid prices.
- b) Unless otherwise specified in the applicable PO, termination of this Agreement shall not act to terminate or to cancel any PO which has been issued under this Agreement prior to the effective date of such termination of this Agreement. Any such issued PO shall remain in effect and governed by the terms and conditions of this Agreement until such time as the project or engagement initiated by such PO is completed, as determined by the Authority, or is terminated.

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 shall begin with a Purchase Order ("PO"). The Contractor agrees to the terms and conditions contained in the PO; however, 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:
1. goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended;
 2. all goods are merchantable, of good material and workmanship, and free from defect;
 3. the goods shall be delivered free of the rightful claim of any person arising from patent or trademark infringement; and
 4. the Contractor has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods.
- (b) The warranties provided for under subparagraph (a) of this Paragraph, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods, shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided, however, that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user; and provided, further, that the rights and remedies of the Authority concerning latent defects shall exist indefinitely. The Authority may, at its option, and in addition to other remedies available at law: (i) return defective or nonconforming goods for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and the delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be 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.

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

Contractor is acting as an independent contractor and not as an employee in providing Goods and Services under this Agreement.

- (b) Employee Benefits. The Contractor shall not be eligible for any benefit available to employees of the Authority including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health or life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
 - (c) Payroll Taxes. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the Authority.
 - (d) Conformance with Laws. The Contractor shall perform Goods and Services in compliance with all applicable laws. The Contractor shall be responsible for the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of the Contractor for Good and Services and in complying with this Agreement.
11. **ASSIGNMENT AND SUBCONTRACTING**: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
12. **THE AUTHORITY'S ASSISTANCE AND COOPERATION**: During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such 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 A and hereby incorporated into this Agreement.
16. **TERMINATION FOR DEFAULT:**
- (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
 - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
 - (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of

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

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
 - (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
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 under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

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, or 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 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:

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

To the Contractor:

Attention: _____

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.
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 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]

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

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

EXHIBIT A
SCOPE OF GOODS AND SERVICES

EXHIBIT B PRICING

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

Section 2: Performance Bond

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written
agreement with CCWA, dated _____, which is incorporated herein by
reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of
a project known as **Stormwater Pipe Work Annual Contract** (hereinafter referred to as
“the PROJECT”).

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

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

In the event of a failure of performance of the Contract by the Principal, which shall include,
but not be limited to, any breach of default of the Contract;

- a. The Contractor’s Surety shall commence performance of its obligations and
undertakings under this Bond no later than thirty (30) days after written notice from
CCWA to the Contractor’s Surety;

- b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of CCWA.

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

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

(Name of Principal)

(Name of Contractor's Surety)

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

Attest: _____
Name: _____
Date: _____

Attest: _____
Name: _____
Date: _____

[Corporate Seal]

[Corporate Seal]

(ATTACH SURETY'S POWER OF ATTORNEY)

Section 3: Payment Bond

KNOW ALL MEN BY THESE PRESENTS THAT _____
(as CONTRACTOR, hereinafter referred to as the "Principal"), and

(as SURETY COMPANY, hereinafter referred to as the
"CONTRACTOR'S SURETY"), are held and firmly bound unto the Clayton County Water
Authority (as OWNER, hereinafter referred to as "CCWA"), for the use and benefit of any
"Claimant" as hereinafter defined in the sum of _____
_____ Dollars (\$_____), lawful money of the United
States of America, for the payment of which the Principal and the Contractor's Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement
with CCWA, dated _____, which is incorporated herein by reference in its
entirety (hereinafter referred to as the "CONTRACT"), for the construction of a project known
as **Stormwater Pipe Work Annual Contract** (hereinafter referred to as "the PROJECT").

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

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

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

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

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

(Name of Principal)

(Name of Contractor's Surety)

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

Attest: _____
Name: _____
Date: _____

Attest: _____
Name: _____
Date: _____

[Corporate Seal]

[Corporate Seal]

(ATTACH SURETY'S POWER OF ATTORNEY)

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: _____

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: _____
BidderBy: _____
NameBy: _____
Name

Title: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Notary Public: _____ My Commission expires: _____

Section 5: Certification of Absence of Conflict of Interest

Required for each contract or arrangement to prepare or develop specifications or requirements (O.C.G.A. § 36-80-28)

The undersigned Contractor (Consultant), who is entering into a contract or arrangement with the Clayton County Water Authority (CCWA) to prepare or develop specifications or requests for bids, requests for proposals, purchase order, or any other type of solicitation for 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 shall immediately disclose to CCWA any material transaction or relationship, including, but not limited to the Consultant, Consultant's employees, agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, during the pendency of the contract or arrangement, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest.
- (3) 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.

Any person may bring an action to declare null and void any purchase in violation of this Code section or to seek injunctive relief and damages against a person who makes any type of solicitation in violation of this Code section.

DISCLOSURES (Write "N/A" if Non-Applicable):

Name of Contractor

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

Section 1: Work Assignment and Measurement**1.1 General**

The successful contractor(s) must employ their own personnel who perform no less than seventy-five percent (75%) of all labor to install pipe work. CCWA strongly encourages the use of CCWA certified SLBEs for subcontracting work under this annual contract.

- A. This contract is intended to be used primarily when the known work at the start of construction consists of installing/repairing stormwater gravity pipe flow systems and structures. The stormwater gravity pipe flow systems can range in sizes from four (4 in.) inches in diameter up to one hundred eight (108 in.) inches in diameter. Piping material ranges from corrugated metal pipe (CMP), high density polyethylene corrugated dual walled pipe (HDPE), polypropylene corrugated dual walled pipe (PP), and reinforced concrete pipe (RCP).
 - 1. At CCWA's discretion, this contract may be utilized to complete any of the Work Items listed in the contract.
- B. The Contractor shall provide all labor, equipment, tools, materials (unless indicated otherwise as detailed in Division 4, Section 2) and incidental items to complete the Work Items in accordance with the Contract Documents.
- C. 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.
- D. Nothing in this Section shall be construed as providing for additional payment beyond the Work Items. The Contractor shall be paid only for the quantity of a Work Item that is completed and authorized/approved by CCWA. No payment will be made for the completion of excessive quantities of a Work Item as determined by the CCWA.
- E. The CCWA reserves the right to adjust the quantity of a Work Item up or down as necessary to address needs.

1.2 Work Assignment

- 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 seven (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 seven (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 twenty-four (24 hr.) 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 twenty-four (24 hr.) hours of notice of emergency mobilization by CCWA. CCWA shall issue a Project Work Order prior to or concurrently with the start of work.
- 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 on a Project Work Order shall be completed within the number of consecutive workdays mutually agreed to by the Contractor and the CCWA prior to the start of the work.

1.3 Work Items and Measurement

- A. The descriptions below provide an explanation of the work that is to be completed as part of each Work Item and how the Work Item will be measured for payment.
1. Work Item descriptions incorporate work shown on the Construction Details or Construction Drawings/Detailed Site Map when applicable and all related work/specifications referenced in Division 4, Section 3.
 2. The Work Items correspond to the Work Items listed on the "Pay Item Schedule" of the Bid Form.

Work Item 1. Mobilization (Lowboy Service): Defined as utilizing tractor-trailer services to transport heavy equipment to and from a specific work site. The Work Item will be paid on a per "each" unit cost, once per project work order, in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 2. Mobilization (Emergency): Defined as administrative and preparatory operations which are necessary to arrive on-site and initiate and start work on a project site within twenty-four (24 hr.) hours of a notice of an Emergency Mobilization request. The Work Item will be paid for a Project Work Order in accordance with the Pay Item Schedule and applicable Detail when authorized/approved by CCWA. The costs for demobilization and re-mobilization due to shutdowns or suspensions of the work caused by the Contractor shall not be compensated. When the Contractor expends administrative and preparatory labor time to assess a project at the request of the CCWA and no subsequent Project Work Order is authorized by CCWA, the Contractor will be entitled to receive compensation for said hourly labor only in accordance with Hourly Labor Work Items.

Work Item 3. Construction Exit: Defined as installing a construction exit in accordance with the “Manual for Erosion and Sediment Control in Georgia”, latest edition and removing and disposing upon the completion of work. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 4-6. Sediment Barrier Installation: Defined as installing Silt Fence – Type A (NS), Silt Fence – Type C (S) or Hay Bales as requested in accordance with “The Manual for Erosion and Sediment Control in Georgia”, latest Edition. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 7. Sediment Barrier Removal: Defined as removing and disposing, Silt Fence Type-A (NS), Silt Fence Type-C (S) or Hay Bales and stabilizing any subsequent disturbed soil in accordance with Work Items “Soil Stabilization”, as applicable. The Work Item will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 8. Curb Inlet Sediment Trap: Defined as installing a curb inlet sediment trap in accordance with the “Manual for Erosion and Sediment Control in Georgia”, latest edition and removing sediment trap and disposing upon the completion of work. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 9 - 12. Soil Stabilization: Defined as completing grading work and stabilizing soil in accordance with “The Manual for Erosion and Sediment Control in Georgia”, latest Edition. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 13. Hauling Material from Outside of County: Defined as transporting construction related material to a work site and unloading material from a materials facility located outside of Clayton County. This Work Item is only applicable to CCWA provided material, when CCWA requests the contractor to pick up material. The Contractor shall make every effort to fully load each truck for transportation. The Work Item will be paid on a per “hour” unit cost from the time leaving the facility outside of Clayton County to the time arriving at the work site in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 14 - 17. Tree Removal: Defined as removing from the work site and disposing, trees, their limbs, their stumps, tap roots and other roots exceeding 1-inch in diameter to a depth of at least eighteen (18 in.) inches. A tree is considered a tree when its diameter is 4 inches or greater as measured fifty-four (54 in.) inches up from adjacent bare ground surface. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 18. Easement Clearing: Defined as removing from the work site and disposing, all trees, their limbs, their stumps, tap roots, other roots exceeding 1-inch in diameter to a depth of at least eighteen (18 in.) inches, brush and any other types of debris or materials in a permanent easement area and other areas as necessary within construction limits. Areas within construction limits having only mowed grass and asphalt/concrete pavement surfaces shall not be considered for easement clearing. The Work Item will be paid on a per “square foot” unit cost of construction limits cleared in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 19 - 20. Fence Work: Defined as removing chain-linked fencing, wired fencing, wood privacy fencing and posts and disposing or subsequent reinstallation. Where reinstallation is required, Contractor shall provide necessary fasteners, posts and accessories in accordance with manufacture instructions to match existing fence to complete the work. New fencing per property parcel will not be installed until all construction work has been completed on the property parcel. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 21 - 24. General Excavation: Defined as completing the excavation of soils and/or removal of structures, pipe and/or removal of other objects or debris to a required grade, dewatering as necessary and disposing. The Work Items may only be used when work cannot be completed through other Work Items of the Contract. The depth of work shall be determined by measuring from original ground surface to bottom of excavation. The Work Items will be paid on a per “in-place cubic foot” unit

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

Work Item 25. Rock Excavation: Defined as completing the removal, stockpiling and/or disposing of rock and replacing quantity of removed rock with suitable soil. The Contractor is responsible for repairs and/or replacement of damaged property(s) resulting from the work. The Work Item will be paid on a per “in-place cubic foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 26 - 31. General Fill/Backfill: Defined as placing soil and/or stone of varying sizes in excavations as necessary. The Work Items may only be used when work cannot be completed through other Work Items of the Contract. When CCWA decides to backfill to the top of existing grade with stone, the backfill work will be paid using this Work Item and will be measured from stone elevation shown in detail to existing grade. The Work Items will be paid on a per “in-place cubic foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 32 - 40. Stone Placement: Defined as completing the excavation to required grade and removing and disposing soil and debris, placing stone of varying sizes to construct or add to slope grades, access road or parking area at requested layer thickness. The Work Items will be paid on a per “square foot” unit cost and applicable Detail in accordance with the Pay Item Schedule and as authorized/approved by CCWA. Where “increment” is indicated, layer may be increased or decreased by indicated thickness.

Work Item 41. Gabion Basket Installation: Defined as assembling gabion baskets of various sizes at a requested location and installing stone of varying sizes into baskets. The Work Item will be paid on a per “cubic foot” unit cost in accordance with the Pay Item Schedule and as authorized/approved by CCWA.

Work Item 42. Geotextile Fabric Installation: Defined as installing and anchoring geotextile fabric at a requested location. Geotextile Fabric will be woven, or nonwoven fabric materials used to reinforce or separate soil and other materials. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and as authorized/approved by CCWA.

Work Items 43 - 46. Remove Asphalt Pavement: Defined as saw cutting through asphalt surfaces, removing asphalt pavement from work site and disposing. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 47 - 51. Remove Concrete Flat Work: Defined as saw cutting through concrete surfaces, removing concrete from work site and disposing. The Work Item will be paid on a per “square foot” unit cost or a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 52 - 53. Milling Pavement: Defined as using milling machines or cold planers and milling a 1 – 1/2-inch depth of the surface of paved areas such as roads, bridges or parking lots and removing and disposing of debris. The work will consist of milling up to fifteen hundred (1,500 sqft.) square feet and will be paid per “each” unit cost in accordance with Pay Item Schedule as authorized/approved by CCWA. Where more square footage is required the work item will be paid on a per “square foot” unit cost in accordance with Pay Item Schedule as authorized/approved by CCWA.

Work Items 54 - 55. Asphalt Patching: Defined as preparing and compacting existing stone base and installing/compacting to a final 3-inch-thick layer of Type E asphalt. Where a more or less than 3-inch-thick layer of asphalt is required, layer shall be added or reduced in 1-inch-thick increments. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as accepted/approved by CCWA. Where more or less asphalt is required the Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 56 - 57. Asphalt Paving: Defined as preparing and compacting existing stone base and using a mechanical/hydraulic spreader machine and vibratory roller to install/compact to a final 3-inch-thick layer of Type E asphalt. Where a more or less than 3-inch-thick layer of asphalt is required, layer shall be added or reduced in 1-inch-thick increments. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as accepted/approved by CCWA. Where more or less asphalt is required the Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 58 - 63. Concrete Flatwork: Defined as installing concrete of varying thickness to a required grade. The Work Items for concrete will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable depth Detail as authorized/approved by CCWA. The Work Item “Wire Mesh” will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA. The Work Item “Steel Reinforcement” will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 64 - 65. Curb and Gutter Replacement: Defined as completing concrete curb work to replace curb that has been removed or damaged due to

construction. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 66. Catch Basin Spillway Throat: Defined as completing concrete work to replace spillway throats that have been removed or damaged due to construction. The Work Item will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 67 - 68. Pavement Striping: Defined as installing a painted line of the appropriate color to asphalt and concrete surfaces of parking lots and roads. Sufficient paint shall be applied so that no asphalt or concrete color is visible through paint. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 69. Pavement Marking: Defined as installing a painted handicap symbol, complying with Figure 3B-22 of the Manual on Uniform Traffic Control Devices, of the appropriate color to asphalt and concrete surfaces of parking lots. The Contractor shall provide a water-based paint, fast dry, formulated for pavement application; dry to the touch in 5 minutes, ready for traffic in fifteen (15) minutes. Sufficient paint shall be applied so that no asphalt or concrete color is visible through paint. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 70. Pressure Washing: Defined as using a minimum three thousand five hundred (3,500) psi pressure washer and removing soil / mud and stains, without material damage, from asphalt and concrete surfaces. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 71 - 110. Pumping: Defined as providing, operating and maintaining a complete pumping system for flow interruption during construction. Where Single is indicated, one pump and its associated system is to be provided. Where Redundant is indicated, one pump and its associated system of the same size as the single pump and equipped with call-out features is to be provided and integrated with the single pump system. The Work Items that provide the most cost savings will be selected for use. The Work Items will be paid on the per unit cost indicated in accordance.

Work Items 111 - 280. Pipe Installation - Open Cut: Defined as installing, steel reinforced concrete (RC), high density polyethylene (HDPE), corrugated metal (CM) or polypropylene (PP) pipe and solid sleeves/couplings of requested size at necessary grade and making all necessary connections to adjacent pipe and manholes. Upon completion of work, excavation shall be backfilled to required grade. This Work Item will also be used to excavate/backfill and remove pipe from the Work

Site for disposal. This Work Item will also be used to excavate/backfill and install fittings, valve boxes and cored taps into pipes. Installation of fittings (other than solid sleeves/couplings) will be paid through another Work Item. Where Point Repair is indicated, up to twenty (20 ft.) feet (length) of pipe at a single location is to be installed. Where Additional Footage is indicated, pipe is installed at a linear footage beyond twenty (20 ft.) feet. The depth of work shall be determined by measuring from original ground surface to bottom of excavation and along the length of the excavation. Linear foot shall refer to the length of pipe installed including connecting couplings. The Work Items detailed as "Point Repair" will be paid on a per "each" unit cost in accordance with the Pay Item Schedule and applicable depth Detail as authorized/approved by CCWA. The Work Item "Additional Footage" will be paid on a per "linear foot" unit cost in accordance with the Pay Item Schedule and applicable depth Detail as authorized/approved by CCWA.

Work Items 281 - 284. Flared End Section Installation: Defined as removing existing flared end section as may be required, installing a new flared end section or repositioning an existing flared end of RC, HDPE or Metal and of the indicated size. Remove excess or unsuitable soil, debris and existing flared end as necessary and dispose. The Work Items will be paid on a per "each" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 285 - 292. Precast Headwall Installation: Defined as removing an existing headwall and disposing as may be required, installing a new precast concrete headwall or repositioning an existing precast concrete headwall of the indicated size. Upon completion of work, excavation shall be backfilled to required grade. Remove excess or unsuitable soil and debris as necessary and dispose. Where a double barrel headwall is to be installed, this Work Item may be used, and the work will be considered as two installations. Contractor shall provide and install brick and mortar to seal annular space between headwall and piping and/or space between adjacent headwall sections. The Work Items will be paid on a per "each" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 293 - 306. Precast Manhole Installation: Defined as installing a precast concrete manhole of requested size. Where applicable, provide and install brick and mortar to seal annular space between manhole and piping. Upon completion of work, excavation shall be backfilled to required grade. This Work Item may also be used to excavate and install additional riser sections or remove/replace riser sections. The base and riser diameter of a manhole will be determined by measuring the inside diameter. The riser above the base will be measured vertically from the top of the constructed manhole invert to the top of a reducer slab or to the top of a cone section if a reducer slab is not installed. The riser above the reducer

slab will be measured in diameter and vertically from the top of the reducer slab to the top of the cone section. The Work Items for manhole base slab will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA. The Work Items for manhole riser height will be paid on a per “vertical foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 307 - 320. Manhole Invert Construction: Defined as installing concrete or brick and mortar channels of the necessary shape and size in manholes to direct flow. Remove related debris from the work site. The size of invert construction will be determined by measuring the inside diameter of the manhole base. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 321 - 322. Other Invert Construction: Defined as installing concrete or brick and mortar channels of the necessary shape and size to direct flow. Remove related debris from the work site. The size of invert construction will be determined by measuring the inside shape of the structure base. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 323 - 324. Ring and Cover Installation: Defined as installing traffic rated or non-traffic rated cast iron ring and cover, setting ring to grade in formwork or with brick and mortar on structure as required, grouting ring to structure or brick work. Where CCWA decides to backfill to the top of existing grade with stone, the backfill work will be paid from Work Items “General Fill/Backfill” on a per “in-place cubic foot” and will be measured from stone elevation shown in detail to existing grade. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 325. Precast Catch Basin Spillway Installation: Defined as installing precast concrete catch basin spillway of various sizes. Upon completion of work, excavation shall be backfilled to required grade. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 326. Precast Catch Basin Top Slab Installation: Defined as installing precast concrete catch basin top slab of various sizes. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 327 - 330. Concrete Core: Defined as coring a hole of a requested size through existing concrete / steel reinforced concrete of varying thicknesses, loading

concrete core piece and disposing and installing a Kor-N-Seal manhole to pipe connector or other seal required for the work. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 333 - 336. Brick Work: Defined as installing brick and mortar to form walls of varying thickness and constructing boxes/vaults of requested sizes. Remove related debris from the work site. The “Brick Deep Wall Construction” description indicates the number of bricks used to construct the depth of the wall. The Work Items will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 335 - 337. Concrete Work: Defined as setting formwork for footing, vertical wall, elevated slab and/or pier construction and placing concrete. Remove formwork and related debris from the work site. The “Bulk” description is the concrete provided for the work. The “Form Work” description is form work needed for vertical wall construction or elevated slab construction including all plywood, fiberglass, walers, snap ties, form release agent, and incidentals to complete the work. The “Steel Reinforcement” description is for steel bars, supporting chairs and tie wire. The Work Item “Bulk” will be paid on a per “cubic yard” unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA. The Work Item “Form Work” will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA. The Work Item “Steel Reinforcement” will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 338 - 340. Cementitious Grouting: Defined as installing necessary piping and/or bulk heads to facilitate the work, placing 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” 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” 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 “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 341 - 342. Chemical Grouting: Defined as installing necessary fittings, placing chemical grout to stop infiltration in concrete structures and/or fill voids in soil or other work as may be necessary and removing and disposing any waste material. The Work Item “Grout” will be paid on a per “gallon” 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 “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 343 – 344. Pressure Testing: Defined as completing a low-pressure air test or a hydrostatic pressure test on newly installed pipe. Where newly installed pressure pipe is separated by existing piping, newly installed pressure pipe will be tested independently from each other. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 345. CCTV Testing: Defined as completing a CCTV inspection on newly installed pipe. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as measured in pipe horizontally from the end of pipe where televising starts to where televising stops at the end of the pipe segment and applicable Detail as authorized/approved by CCWA.

Work Item 346. Deformation Testing: Defined as completing a deformation test on newly installed pipe. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as measured in the pipe horizontally from the end of pipe where testing starts to the end of the pipe segment where the pipe stops and applicable Detail as authorized/approved by CCWA.

Work Items 347 - 352. Hourly Labor: Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated labor position to complete work as requested for a certain amount of time. Only the time the labor position is on the work site and working will be considered for payment. The hourly rate shall be the Contractor’s total expense per hour for the indicated labor position. The Work Items will be paid on a per “hour” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 353- 365. Hourly Equipment: Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated piece of equipment to complete work as requested for a certain amount of time. Only the time the piece of equipment is in operation will be considered for payment. The hourly rate shall be the Contractor’s total expense per hour for the indicated piece of equipment. The Work Items will be paid on a per “hour” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 366. Traffic Control Rental: Work Item shall be utilized on a case-by-case basis. Defined as preparing, securing and implementing an approved Georgia Department of Transportation traffic control plan and utilizing lighted message boards and road/lane blockage devices and signs required by the MUTCD manual to close lanes of traffic or a road and detouring traffic while actively performing work in lanes of traffic. 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 ten (10%) percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 367. Equipment Rental: Work Item shall be utilized on a case-by-case basis. Defined as furnishing equipment not included as part of other Work Items or listed in the Work Item "Hourly Equipment", to complete work. The Contractor may furnish equipment through a rental company or through the Contractor's company. Where the Contractor furnishes the equipment through the Contractor's company, industry standard rental rates for equivalent equipment shall apply. The Work Item will be paid at invoice cost plus a Contractor's ten (10%) percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 368. Supplied Material: Work Item shall be utilized on a case-by-case basis. Defined as furnishing material, not included as part of other Work Items, needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's ten (10%) percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 369. Specialty Services: Work Item shall be utilized on a case-by-case basis. Defined as furnishing services through another firm, for work related to this Contract, that is not included on the Pay Item Schedule that is needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

END OF SECTION

Section 2: Construction Standards**2.1 General**

Construction Details included in this contract as well as Construction Drawings or Detailed Site Maps that may be provided as part of the work show requirements that are to be followed. Where contradictions may arise between Construction Drawings/Details and the Construction Standards, the below Construction Standards shall govern.

2.1.1 Project Submittals

- A. This section describes the minimum information that is required to be provided by the Contractor upon contract execution to facilitate the work.
 - 1. The Contractor shall schedule and make submissions so as to cause no delay in the work and/or Time for Completion of Project.
 - 2. Additional information may be requested as indicated in the Contract Documents.
- B. Material Submittals: 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. Material submittals may be provided via email. Where hard copy submittals are provided, three (3) copies of final approved material data will be required; one (1) copy of approved product material will be returned to the Contractor.
 - 2. Where a material manufacturer is not specified, the Contractor shall submit for use domestically manufactured materials.
 - 3. For each material supplied, provide the following minimum information.
 - a) Shop drawings and manufacturer's data showing compliance with Contract Documents.
 - b) Identify any deviation from Contract Documents.
 - c) Resubmission of a submittal shall clearly identify the correction or change made.
 - d) Handling and storage instructions, as applicable.
 - e) Installation instructions, as applicable.
 - f) Manufacturer's Warranty, as applicable.

4. Submittals shall be sequentially numbered. Resubmission of a submittal shall have the original submittal number with sequential alphabetic suffix. Each submittal or resubmittal shall be provided with the following minimum information:
 - a) Project title.
 - b) Contractor name.
 - c) Submittal number.
 - d) Date of submittal.
 - e) Reference the material to the specific "Material Requirements" section.
 5. Materials provided by the Contractor not approved by the CCWA shall be subject to rejection without further justification.
 6. Upon receipt of a material submittal, the CCWA shall complete its review and return CCWA comments to Contractor within 10 business days.
- C. Submittals to be provided with each Application for Payment.
1. Document(s) to support requested payment.
 2. Applicable Waiver and Release Upon Payment Affidavit with original seal and signature.
 3. SLBE Participation Report (Form SLBE-4).

2.1.2 Differing Subsurface or Physical Conditions

- A. If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
1. Is of such a nature as to require a change in the Contract Documents; or
 2. Differs materially from that shown or indicated in the Contract Documents; or
 3. Is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; Then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith except in an emergency, notify CCWA in writing about such condition. The Contractor shall not further disturb such

condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so by CCWA. In the case of emergency, the Contractor must notify CCWA immediately, not to exceed twelve (12) hours of becoming aware of the condition.

- B. After receipt of required written notice, the CCWA and Contractor shall promptly review the pertinent condition, determine the necessity of obtaining additional exploration or tests with respect thereto, and determine a mutually accepted course of action.
- C. The contract price or the contract times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor cost of, or time required for, performance of the Work; subject, however, to that the condition meets above Section 3.1.3, Part A

2.1.3 Weather Delays

- A. When no pipe installation work and/or no manhole installation work can be performed on a particular day due to measurable precipitation, freezing temperatures or frozen ground surface conditions, then the Work Order is subject to a time extension of one (1) day only. The Contractor cannot charge for labor, equipment or incidental expenses due to a weather delay.
- B. When any pipe installation work and/or manhole installation work is performed on a particular day and measurable precipitation, freezing temperatures or frozen ground surface conditions do occur, then the Contract shall not be subject to a time extension.
- C. Weather recording devices shall be situated on the Project site.
- D. Contractor shall deliver a written Work Order time extension request to CCWA for a weather delay within twenty-four (24) hours of measuring the weather event. A time extension shall not be granted should a written request not be received by CCWA as indicated.

2.1.4 Land Disturbance Permits

- A. When applicable, CCWA shall obtain necessary Land Disturbance Activity (LDA) permits from the local issuing authority and pay associated fees. The Contractor shall have a copy of the LDA permit and construction plan (as applicable) stamped approved by the local issuing authority on the job site whenever work is being performed.

2.1.5 Site Access and Work Times

- A. 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.
- B. The work may be accessed on paved surfaces or non-paved surfaces. The Contractor shall provide equipment capable of maneuvering all surfaces. CCWA shall not be responsible for Contractor's equipment that becomes un-maneuverable due to site conditions.
- C. Work on site shall be allowed Monday through Friday from 7:30 a.m. to 6:00 p.m.; other times may be allowed with CCWA permission only. CCWA shall not compensate Contractor for labor, equipment or incidental expenses should work be required to be completed during times other than Monday through Friday from 7:30 a.m. to 6:00 p.m.
- D. No work shall be allowed on the following CCWA recognized Holidays:
 - 1. Memorial Day
 - 2. Independence Day
 - 3. Labor Day
 - 4. Thanksgiving Day and the following Friday.
 - 5. Christmas Eve and Christmas Day
 - 6. New Year's Day
 - 7. Martin Luther King Jr. Day
 - 8. Juneteenth
 - 9. Veteran's Day

2.1.6 Site Safety and Precaution

- A. Construction shall comply with the Department of Labor, Occupational Safety and Health Administration (OSHA), 29 Code of Federal Regulations Part 1926, latest revision.
- B. The Contractor shall be responsible for preparing and implementing a Confined Space Entry Plan in accordance with 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.
- C. 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.

- D. 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. The Contractor's superintendent or foreman shall be on-site at all times when any work is being performed, including any work being performed by their subcontractors.
- E. The Contractor shall be responsible for site security. The Contractor shall remove as necessary fences and gates and/or other controls to facilitate work. Removed fences shall be reinstalled no later than at the end of that day the fence was removed.
- F. 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.
- G. CCWA shall not be responsible for or compensate the Contractor for the damage to and/or loss of Contractor's equipment as result of the work.
- H. Note that some Project sites may be situated within a 100-year flood zone. Take precautions to protect work, equipment and materials. CCWA shall not be responsible or compensate the Contractor for the damage to and/or loss of Contractor's equipment as result of flooding.

2.1.7 Construction Facilities and House Keeping

- A. The Contractor may utilize areas within the "construction limits" designation as shown on the Construction Drawings for Project use.
- B. The Contractor or any other worker may not establish quarters for the purpose of overnight stay or temporary residency on the Project site or other CCWA property.
- C. 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.

- D. The Contractor shall remove and dispose of papers, plastics, tin cans and general garbage from the site on a daily basis. Keep the Project site clean.
 - 1. Where in these specifications the term “disposal of” is used, the Contractor shall dispose of the material/debris off of the project site in accordance with local and state regulations.
- E. The Contractor shall remove and dispose of all construction related debris associated with their work.
- F. The burning of materials is not permitted on the Project site or other CCWA property.

2.1.8 Temporary Utilities

- A. CCWA shall provide the Contractor with a meter/backflow device to collect potable water from a nearby fire hydrant at no cost to the Contractor.
 - 1. The Contractor shall be responsible for and return the meter/backflow device to CCWA in the same condition as received. Should the Contractor damage or lose the meter/backflow device, then the Contractor shall be responsible for compensating CCWA for the damages.
 - 2. The Contractor shall be responsible for moving water to the Project site area.
- B. The Contractor shall provide and maintain sanitary sewer facilities for Contractor’s employees, subcontractors and all other on-site employees. Service, clean and maintain facilities and enclosures.
- C. The Contractor shall provide any necessary electrical power.

2.1.9 Material Handling and Storage

- A. CCWA intends for all material (supplied by CCWA) to be delivered to the CCWA Warehouse Building “B” located at 7340 Southlake Parkway in Morrow, Clayton County. Material delivered to the Warehouse Building “B” location will require Contractor pickup.
- B. In some cases, material may be delivered to the Project site area.
- C. Prior to accepting (unloading) any material on a Project site, the Contractor shall complete a thorough inspection of the material for contract compliance and damages.
 - 1. Once the Contractor takes possession of materials at a CCWA facility or an unloading process on a project site of materials provided by CCWA has started, the Contractor is responsible for storage and protection of the material until Final Acceptance by CCWA.

2. Any material found to be out of compliance with contract conditions or damaged shall be immediately reported to CCWA and its manufacturer for further inspection.
 3. Should CCWA agree to accept a material that is out of compliance with contract conditions or damaged, then the Contractor shall not be responsible for the material.
- D. The Contractor shall furnish equipment and facilities for loading, unloading and material distribution on the Project site.
1. The Contractor shall handle the material in accordance with the manufacturer's instructions.
 2. Any pipe, piping component or material dropped, dumped or damaged by the Contractor during handling procedures shall be subject to rejection by the CCWA without further justification and replaced at the expense of the Contractor.

2.1.10 Material Testing Services

- A. CCWA shall contract with a material testing laboratory and provide soil compaction and concrete strength material testing services.
1. Testing shall be performed at intervals selected by CCWA.
 2. The Contractor shall cooperate and facilitate material testing services' work.
- B. Testing and reporting shall be performed in accordance with applicable ASTM standards.
1. Testing services shall promptly notify CCWA of irregularities or deficiencies in the work.
 2. Testing services shall provide CCWA and the Contractor copies of field reports and test results.
- C. The testing of pipe and manhole components is described in later sections and is not included as part of CCWA's provided material testing services.

2.2 Site Work

2.2.1 General

- A. Display permits and contact respective agencies as required by applicable permit conditions.
- B. Locate existing utilities in accordance with state and local regulations.

- C. Prior to commencing any on-site work, establish perimeter erosion control measures, orange safety fencing and construction exits as may be required.

2.2.2 Traffic Control

- A. Provide and maintain a safe work site. The Contractor should assume that traffic control and detours are required for all work.
 - 1. Provide to CCWA a traffic control plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest revisions, when any work is being performed in the road right of way.
 - a) Contractor shall provide traffic control plan to CCWA a minimum of five (5) business days in advance of the start of work.
 - 2. Provide traffic safety devices including cones, signs, flashing lights, and other necessary safety equipment necessary to comply with local jurisdiction requirements and standard industry practices.
 - a) A minimum of two Department of Transportation (D.O.T.) certified Flaggers shall be required when directing traffic and/or closing any lane or road.
 - 3. CCWA will submit to the local agency for approval and maintain the approved permit.

2.2.3 Clearing and Grubbing

- A. Construction Limits shall be staked/flagged in advance of the Contractor's work. Contractor shall not remove stakes or clear those flagged trees/brush.
- B. Area within the permanent easement, road right-of-way or 20-foot width centered over the pipe shall be cleared of all trees, stumps, other limbs affecting the work area, buried logs, brush, grass and other unsatisfactory debris unless indicated otherwise. The Contractor should assume that all work will require clearing.
- C. Areas outside the permanent easement but within the construction limits may be cleared at the Contractor's discretion.
- D. Trees to remain in or near work areas shall be protected from clearing activities. Should trees left remaining in the construction limits at the discretion of the Contractor subsequently die during the warranty period, then the Contractor shall be responsible for their removal and disposal and any related restoration work.

- E. All damaged trees over three (3) inches in diameter shall be repaired by an experienced nursery expert.
- F. Tap roots and other projections exceeding 1-inch in diameter shall be grubbed out to a depth of at least eighteen (18) inches.
- G. All holes remaining after grubbing activities shall be filled with suitable material and properly compacted in layers to density required for in-place backfill.
- H. All materials cleared and grubbed shall be disposed of off-site in accordance with applicable local, state and federal regulations.
- I. Burning of any material or debris shall not be permitted.
- J. Prior to and upon completion of clearing and grubbing activities, install erosion control measures as identified on the construction drawings.

2.2.4 Topsoil Stockpiling

- A. Remove topsoil to full depth encountered in areas to be graded and stockpile soil.
- B. Soil shall be placed such that the integrity of an excavation or proposed excavation is not jeopardized.
- C. Stockpile shall be shaped to drain and install appropriate erosion control measures.

2.2.5 Existing Utilities

- A. Remove and subsequently replace at same grade and elevation existing utility pipes and associated components.

2.2.6 Removing Pavement

- A. Roadway pavement shall be removed for the entire lane width or as indicated on the Construction Drawings. Removal of roadway pavement shall be performed so as not to endanger roadway activity. Work shall be coordinated and in compliance with the appropriate road and highway agencies.
- B. Driveways shall be removed to their full width from the edge of road pavement to the back of right-of-way or construction lane whichever is greatest distance from edge of road pavement, unless indicated otherwise.
- C. Sidewalks shall be removed to their full width from the edge of curb, road pavement or construction/control joint to the nearest adjacent construction/control joint.
- D. Curbs shall be removed for the entire length from control joint to control joint.

- E. Pavement shall be marked squarely and neatly to size as indicated on Construction Drawings.
- F. Pavement shall be scored and broken along the marked lines using a rotary saw and jackhammer. Pavement shall not be machine pulled for initial brake.
- G. Adjacent pavement damaged during construction shall be removed as described above and replaced in accordance with the Construction Drawings at the expense of the Contractor.
- H. Upon removal, asphalt and concrete shall be loaded and disposed of off-site the same day of removal.

2.2.7 Grading

- A. Finish grade areas to lines and elevations indicated as existing grades on drawings or to surrounding surface grades.
- B. Graded areas shall be within 0.10 foot of required subgrade elevation and shall not permit the ponding of water.
- C. In areas to receive grassing, redistribute stockpiled topsoil over graded areas to a minimum depth of four (4) inches.
 - 1. Provide additional topsoil to achieve required depth.
 - 2. Contractor should assume that all grading will require the addition of topsoil.
- D. Where finish grade meets or abuts curbs, walks or pavement, uphill grades shall be slightly higher than curb or pavement to permit drainage.
- E. In yard, right-of-way and mowed areas, remove rocks and dirt clods $\frac{3}{4}$ -inch in size and larger.
- F. Excess soil, rock and debris shall be removed from the project site.

2.2.8 Erosion Control

- A. Stabilize Project site areas in accordance with the erosion control plans and details and/or the "Manual for Erosion and Sediment Control in Georgia", latest edition.
 - 1. Contractor shall apply water, without causing soil erosion, to newly planted grassed areas on an as-needed basis until grass growth can be observed across all grassed areas.

2.2.9 Clean-Up

- A. Upon completion of each day's work, broom sweep/pressure wash as necessary any dirt/mud/debris from sidewalk, curb and pavement surfaces and dispose.
- B. Upon site being stabilized with vegetation, all erosion control measures and any remaining debris (i.e. silt fence, stakes, hay bales) shall be removed from site areas.

2.3 Flow Interruption

- A. Flow interruption may be completed using plugging and/or bypass pumping methods. Use upstream manholes for bypass pumping.
- B. 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 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. 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.
- C. Furnish, install and maintain a primary pumping system and a redundant pumping system with automated emergency call services, appurtenances, bypass piping and fuel required to maintain existing flows and services. All pumps used shall be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. The pumps may be electric, or diesel powered. All pumps used must be capable of running dry. Bypass pumping systems will be equipped to be operated continuously twenty-four (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 two (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 fifty (50) psi, whichever is greater. Install traffic rated hose/ramp assemblies where discharge crosses paved surfaces and entrances to businesses/residential properties. 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.
- D. 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, including callout services, 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.

- E. 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.
- F. 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.
- G. 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.

2.4 Dewatering

- A. Provide dewatering systems as necessary to maintain excavations dry at all times during construction.
- B. Water withdrawn from excavations or dewatering systems shall be filtered using containerized sedimentation systems, filter bags and/or filter tubes.
- C. Filtered water shall be discharged into the nearest storm water structure or channel.
- D. Install appropriate erosion control measures as may be necessary.
- E. Sediment collected within the systems shall be disposed of offsite.

2.5 Excavation

2.5.1 Shoring

- A. The Contractor shall assume the responsibility for design and construction of excavation shoring and bracing capable of supporting excavations and construction loads.

1. Where depths require, provide shore design and details stamped and sealed by a Professional Engineer Licensed in the State of Georgia for CCWA review.
- B. Use trench boxes, steel sheets, and/or sheet piles wherever possible to prevent the weakening of surrounding soils.
- C. Use trench boxes, steel sheets, and/or sheet piles when digging next and near power/utility poles.

2.5.2 Pit and Trench

- A. Excavation shall include those measures necessary to establish trench widths and required grades as indicated on the Construction Drawings.
 1. Excavation shall include removal and disposal off-site of all pipe and manhole materials encountered in the proposed locations of new pipe and manholes.
 2. Excavation should be completed to natural undisturbed soil. Where unsuitable material is encountered, over excavate through unsuitable material and backfill to required grade with Surge Stone or No. 57 stone. The CCWA Inspector shall determine depth of over excavation.
- B. Excavated soil shall be placed in a location such that the integrity of the excavation is not jeopardized.
- C. Excavated soil shall be kept dry for subsequent use. Install appropriate protection measures and erosion control measures.
- D. The excavation shall provide space for inspection of utilities and appurtenances.
- E. Maintain excavations dry at all times using pumps, well points or other dewatering means.
- F. When laying pipe, limit trenching to not greater than one hundred (100) feet ahead of completely backfilled work.
- G. Open excavations shall be made safe at all times. Contractor should Assume that traffic plating will be required on all jobs.
 1. When work on a site is not ongoing (construction not actually occurring), cover all excavations with traffic plating or barricade with concrete barrier wall or other safety related barrier wall and rope-off with identifying tape as approved by CCWA; only staking and use of caution tape is not acceptable.
 2. Install steel traffic plates where applicable to facilitate ongoing construction, e.g. to cover excavations overnight, to cover placed concrete during cure, to cover excavations in roadways, to provide

access to property, to cover backfilled excavations in heavy traffic areas as determined by CCWA, etc.

2.5.3 Rock

- A. Rock is defined as removing and disposing of solid material being greater than one (1) cubic yard in size which by actual demonstration cannot, in the opinion of the CCWA Engineer, be reasonably excavated with the excavator being used to install the pipe, manholes and structures for the project that is in good condition and equipped with manufacturer's standard boom and rock points or similar approved equipment; and which must be systematically drilled and blasted or broken by power-operated hammer, hydraulic rock breaker or expansive compounds.
- B. Excavation shall include those measures necessary to establish grades indicated on drawings for utilities and appurtenances. Rock shall be excavated to a minimum depth of six (6) inches below grades indicated on drawings.
- C. The Contractor shall be responsible for determining methods required for removal of rock or hard materials (i.e. systematically drilled and blasted or broken by power-operated hammer, hydraulic rock breaker or expansive compounds).
- D. A licensed explosive contractor shall perform blasting operations.
- E. Blasting operations shall be conducted in accordance with all local, state and federal regulations. The Contractor is responsible for repairs and/or replacement of damaged property(s) resulting from the work.
- F. Excavated rock shall not be used as backfill in excavations. The Contractor shall replace the volume of excavated rock with suitable soil.
- G. Excavated rock shall be removed from the project site and disposed of.

2.6 Pipe Work

2.6.1 Bedding

- A. The pipe bed shall be established to elevations and grade as shown on the Construction Drawings or to match a requested condition.
- B. Pipe bed material and depth shall be as indicated on the Construction Detail/Construction Drawings. Stone shall be shovel sliced/consolidated using any means from beneath the pipe up to one-third (1/3) the pipe diameter prior to placing subsequent backfill. The entire length of barrel shall be fully supported with stone.
- C. Stone shall be used to backfill pipe to a height of six (6) inches above the top of the pipe.

- D. When installing pipe in areas of excavated rock, pipe shall be placed on a bed of stone, minimum six (6) inches in depth.
- E. Soil determined to be unsuitable by the CCWA Inspector shall be removed to a determined depth and replaced with stone to desired grade.

2.6.2 Pipe Installation

- A. Comply with manufacturer's installation instructions.
- B. Install pipe of material type and size as shown on the Construction Details or Construction Drawings.
- C. Prior to placement, the interior of pipes and fittings shall be cleaned free of dirt and debris.
- D. Pipe, fittings and accessories shall not be laid or jointed in water.
- E. Pipe, fittings and accessories shall be handled and lowered into their respective positions using choker straps.
- F. A slight hole shall be dug where pipes are to be jointed to relieve pipe bell of any load. Pipe barrel shall be supported for its entire length.
- G. Install compression type full-face gasket coupling or solid sleeve style coupling on pipe to ensure proper joint sealing. The pipe mating ends, and coupling shall be thoroughly cleaned and soaped before jointing. The mating ends shall be aligned in accordance with the manufacturer's tolerance and carefully shoved together using a steady force.
- H. Install polyethylene tube plastic on piping at locations where natural gas transmission mains exist as directed by CCWA.
- I. Where casing is being installed in an open excavation, casing lengths shall be as long as practicable and joined by single grooved butt weld for the entire circumference of the casing.
- J. Prior to joining consecutive pipe, backfill previously jointed pipe with sufficient material to prevent movement.
- K. Backfill pipe trench to the required grade in accordance with backfill and compaction requirements.
 - 1. Install warning tape over buried piping during backfill operations. Detection tape shall be installed centered, approximately twenty-four (24) inches above the pipe.
- L. The new pipe and existing pipe shall be cut to lengths as required in accordance with manufacturer instructions using a rotary-type saw. Prepare cut ends in accordance with manufacturer instructions.

- M. When installing a pipe into a manhole or box structure, pipe end shall not extend greater than 12-inches beyond the inside face of the structure as measured at the 3 or 9 o'clock position.
- N. When installing a pipe into a headwall, pipe end shall be flush with the outlet face of the structure.
- O. Place a plug in the open end of uncompleted laid piping at the end of each day.
- P. When installing water mains/piping, piping shall be laid to above existing grade and to direction as requested by CCWA to facilitate flushing. CCWA shall perform all flushing operations and Contractor shall provide access/cooperate to facilitate the work. Upon completion of flushing, mains/piping shall be laid to required grade.
- Q. Pipe shall not be placed in service until all testing has been accepted by CCWA.
- R. Pipe not laid to the requested grade/alignment shall be removed and subsequently laid to the requested grade/alignment and the expense of the contractor.

2.6.3 Pipe Collar

- A. Install pipe collars of size and at locations as requested or shown on Construction Details or Construction Drawings.
- B. Construct wood forms or select other means to form collars.
- C. Place in such manner that subsequent construction activities do not damage collar.

2.6.4 Pipe Testing

- A. Testing shall be performed when backfill to finished grade and compaction are complete and dewatering has been discontinued for a minimum 24-hour period at the location of the test.
 - 1. All pipe installed shall be tested as indicated below.
 - 2. Contractor shall document all testing in such manner as necessary to show completion of the work.
 - 3. A CCWA Inspector must be present and witness any type of testing for acceptance.
 - 4. Any pipe not passing required testing shall be replaced or repaired at the Contractor's expense.

- B. Air Pressure Testing: Sanitary sewer gravity-flow pipe installed between new manholes shall be subjected to a low air pressure test at each joint. Pipe shall be free of dirt and debris prior to testing. The internal air pressure of the pipe shall be raised to approximately four (4) psi. The test shall begin when the stabilized pressure is at a minimum of 3.5 psi. Test and pipe shall be considered acceptable when an air pressure equivalent to the stabilized pressure is maintained for a period of five (5) minutes.
- C. Deformation Testing: Any pipe shall be tested for deformation when requested by CCWA. Pipe shall be free of dirt and debris. Any measured location may not show deformation of more than three (3%) percent of the pipe's manufactured published inside diameter.
 - 1. The diameter of pipe may be determined by using a standard measuring device throughout the entire length of the pipe segments.
 - 2. The diameter of the pipe may be determined by using a mandrel measuring device being pulled throughout the entire length of the pipe segments.
- D. Televising Testing: All pipe shall be televised to ensure integrity and document installed condition. Pipe shall be free of dirt and debris prior to televising. A video recording in general compliance with ASTM and National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards shall be completed through the pipe from manhole to manhole to show completed work. A video recording of each segment laid shall be provided to CCWA.

2.7 Manhole Work

2.7.1 New Manhole Installation

- A. Install manholes of required sizes and at locations and elevations as shown on Construction Drawings. Manholes shall be set atop stone as indicated on the Construction Drawings.
- B. The bed shall be prepared so that the manhole is set level.
- C. Manhole sections shall be handled with lifting straps or hooked cables using a minimum of two (2) of the manufactured manhole lifting holes.
- D. Manhole sections shall be positioned such that influent and effluent piping enter the center of their respective opening not pinching the rubber boot seal. Pipe shall not rest on invert of opening.
- E. Manhole sections shall be stacked level and plumb at all times.
- F. Prior to joining consecutive sections, tongue-and-grooved ends shall be cleaned free of dirt and debris.

- G. Tongue-and-grooved ends shall be fitted with preformed gasket sealing compound. Sealing compound shall be installed in such manner that when consecutive sections are stacked, sealing compound can be visually observed “squeezing out” from all sections of the joint.
- H. Manhole lifting holes shall be plugged with rubber stoppers or sealed using non-shrink grout throughout the entire depth of hole.
- I. Seal annulus between pipe and core opening using rubber boot in accordance with the manufacturer’s instructions or brick and mortar when applicable.
- J. Upon completion of visual testing activities, install HDPE cap over manhole joint locations.
- K. Manholes may not be placed in service until all testing has been accepted by CCWA.
- L. Manholes not set to the requested grade/alignment shall be removed and subsequently set to the requested grade/alignment and the expense of the contractor.

2.7.2 Invert Construction

- A. Clean new and existing manhole base free of dirt and debris before constructing invert.
- B. Construct “U-shape” style smooth invert from brick and mortar or cast-in-place concrete to size and elevation as shown on the Construction Drawings and as necessary to direct flow.
- C. Special care shall be taken such that the finished invert does not touch any pipe material.
- D. Apply sealing compound to invert material in accordance with the manufacturer’s instruction.
- E. Invert construction shall have sufficient time to cure as not to be affected by in-service conditions.

2.7.3 Manhole Testing

- A. Testing shall be performed by CCWA when backfill to finished grade and compaction are complete and dewatering has been discontinued for a minimum twenty-four (24) hour period at the location of the test.
 - 1. Every newly installed manhole shall be tested.
 - 2. Contractor shall document all testing in such manner as necessary to show completion of the work.

3. A CCWA Inspector must be present and witness any type of testing for acceptance.
 4. Any manhole not passing required testing shall be replaced or repaired at the Contractor's expense.
- B. Visual Water Infiltration Testing: Water infiltration testing shall be performed by visually observing for water infiltration at all manhole sections, at all pipe / rubber boot seal connections, at all manhole/rubber boot seal connections. Test shall be considered acceptable when no water infiltration is observed at any described observation points.
- C. HDPE Liner Testing: Holiday test HDPE caps at joints using applicable voltage spark test. Test shall be considered acceptable when spark test reveals no holidays. Other testing procedure may be considered.

2.8 Backfill and Compaction

2.8.1 Backfill

- A. Excavations shall be backfilled using suitable material in accordance with the applicable Details.
- B. Place no backfill until any poured concrete has sufficient compressive strength.
- C. Place backfill against below grade walls (i.e. manhole sections) in uniform level lifts to prevent wedging action.
- D. When backfilling areas to be paved, the final 6-inches is to be filled with graded aggregate base. Prior to paving, remove required aggregate and dispose.
- E. Backfill shall not be placed on surfaces that are saturated, frozen or containing frost or ice.
- F. Place backfill in excavations as follows.
 1. Backfill in loose lifts not exceeding 6 inches when compacting using manual tamping devices (jumping jack).
 2. Backfill in loose lifts not exceeding 12 inches when compacting using vibrating/ramming devices (sheep-foot vibratory roller).
- G. Any settlement shall be filled and compacted to conform with adjacent surfaces.

2.8.2 Compaction

- A. Backfill shall be compacted using manual tamping devices or vibrating/ramming devices.
- B. Use manual tamping devices to compact soil as follows, otherwise use vibratory devices.
 - 1. When area is inaccessible to vibrating devices and within two (2) feet of below grade walls (includes manholes).
 - 2. From bottom of pipe trench to twelve (12) inches above the top of pipe.
- C. Compaction requirements are as follows.
 - 1. Backfill in road right-of-way shall be compacted the entire depth to a minimum of ninety-five (95%) percent of the maximum dry density as determined by a Standard Proctor Analysis.
 - 2. Backfill not described above shall be compacted for the entire depth to a minimum of ninety (90%) percent of the maximum dry density as determined by a Standard Proctor Analysis.
 - 3. Soil installed and not meeting the compaction requirements shall be removed and re-installed and compacted or replaced with other approved material and compacted at the expense of the contractor.

2.8.3 Compaction Testing

- A. Samples from the proposed construction area shall be analyzed for maximum dry density in accordance with ASTM 698 – Method C or applicable GDOT standard.
- B. The extent of testing required shall be dependent upon soil conditions, Contractor's methods of construction and regulatory requirements.
- C. Minimum compaction testing shall be as follows.
 - 1. Backfill in excavations shall be tested at 2-foot lift intervals per one thousand (1,000) square feet of fill or as deemed necessary by the CCWA Inspector.
 - 2. Backfill in trench excavations shall be tested at 2-foot intervals per four hundred (400) linear feet of fill or as deemed necessary by the CCWA Inspector.

- D. Soil failing compaction test shall be subsequently retested. Any retests shall be performed by the CCWA provided material testing company at the expense of the contractor.

2.9 Asphalt and Concrete Placement

2.9.1 Asphalt Placement

- A. Compact existing base and/or add and compact necessary aggregate base/concrete material in accordance with the Construction Drawings.
- B. Cut edges of existing asphalt neat and square.
- C. Apply prime / tack coat as necessary to facilitate asphalt placement.
- D. Install asphalt using mechanical spreader machine and compact to thicknesses as shown on the Construction Drawings or to thickness to match existing asphalt.
- E. Install within thickness layers as described in Table 3 of Georgia DOT document "Asphalt Pavement Selection Guidelines", November 2006.

2.9.2 Concrete Placement

- A. Construct formwork to lines and elevations as shown on Construction Drawings.
- B. Clean forms of dirt and debris prior to each use.
- C. Install steel reinforcement and/or wire, support on chairs and secure to prevent movement.
- D. Concrete shall not be placed on loose, saturated or frozen soil.
- E. Concrete shall be placed only when ambient temperature is at 40° F and rising.
- F. Place concrete to thicknesses as shown on the applicable Details or to thickness to match existing concrete using suitable means and consolidate concrete with vibrator of suitable vibrations per minute.
- G. Screed slabs / curbs by use of straight edge or screed board.
- H. Saw control joints as soon as concrete can be traveled by foot without leaving impressions.
 - 1. Control joints shall be installed at interval spacing of 1-1/2 times slab width or at a maximum spacing of ten (10) feet, whichever is closer.
 - 2. Saw joint depth shall be ¼ of the slab depth.
- I. Concrete shall be finished with a slight broom finish perpendicular to the travel path.

- J. Begin curing after placement and finishing of concrete as soon as free water has disappeared from concrete surface.
 - 1. Curing methods shall be by the continuous application of water for seventy-two (72) hours or by applying a liquid membrane forming curing-sealing compound to the fresh concrete surface.
- K. Removal of formwork shall take place no sooner than twenty-four (24) hours after placement of concrete.

2.10.3 Concrete Testing

- A. Concrete from each truck shall be subjected to a slump test in accordance with ASTM C172 and C143.
 - 1. Concrete arriving on the Project site and not exhibiting the required slump may be rejected at the discretion of the CCWA inspector.
- B. Concrete shall be laboratory tested for compressive strength at the discretion of the CCWA Inspector.
 - 1. Samples shall be collected in accordance with ASTM C172 and ASTM C31.
 - 2. Samples shall be tested for compressive strength in accordance with ASTM C39.
 - 3. Concrete placed not meeting the required compressive strength shall be subject to rejection and removal at the discretion of the CCWA inspector.

2.10 Demolition

2.10.1 Bulkhead

- A. Install bulkheads at locations shown on the Construction Drawings or at requested locations.
- B. Plug with grout abandoned services and any pipe at Service Re-Connects as may be required as shown on the Construction Drawings.
- C. Cut existing pipe in such manner that provides for installation.
- D. Remove and dispose debris and provide suitable work area.
- E. Construct bulkhead across entire pipe opening using brick and mortar, minimum eight (8) inches in depth.

2.10.2 Remove

- A. Remove pipe, manholes and structures completely from the ground at locations shown on the Construction Drawings or at requested locations.

- B. Cut existing pipe, manholes and structures in such manner that provides for removal.
- C. Remove debris and dispose off-site in accordance with local/state regulations.
- D. Place suitable soil and compact in accordance with backfill and compaction requirements.

2.10.3 Grout Fill

- A. Grout fill pipe at locations shown on the Construction Drawings or at requested locations.
- B. Drill holes through soil, asphalt or concrete down to and into the existing pipe at such intervals to ensure complete grout fill of pipe.
- C. Install steel pipes into drilled holes, extending into pipe to be filled.
- D. Pump high flow grout into steel pipe until grout is observed coming from adjacent steel pipe.
- E. Due to the results of the initial grouting, additional drill holes may need to be installed between the first injection points to allow for additional grouting to fill the void.
- F. Upon completion of grouting, remove steel pipe or cut steel pipe a minimum of six (6) inches below surface grade. Finish at grade with a minimum six (6) depth of concrete.

2.10.4 Gravel Fill

- A. Gravel fill manholes at locations shown on the Construction Drawings or at requested locations.
- B. Remove manhole cone and sections to a minimum of three (3) feet below finished surface grade.
- C. Place No. 57 stone into manhole from invert to top of remaining section.
- D. Place suitable soil and compact soil from top of remaining section to finish surface grade in accordance with backfill and compaction requirements.

2.11 Acceptance

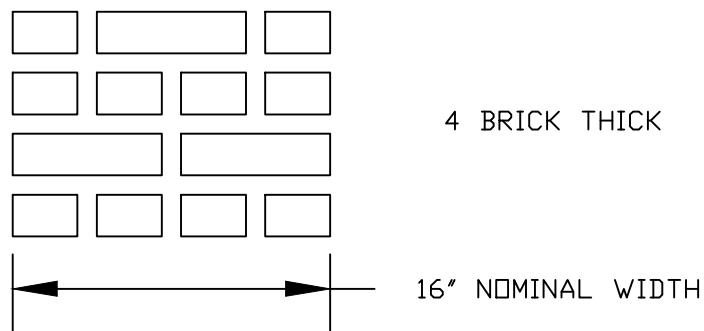
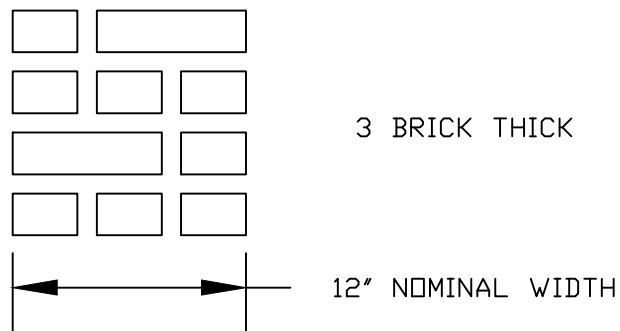
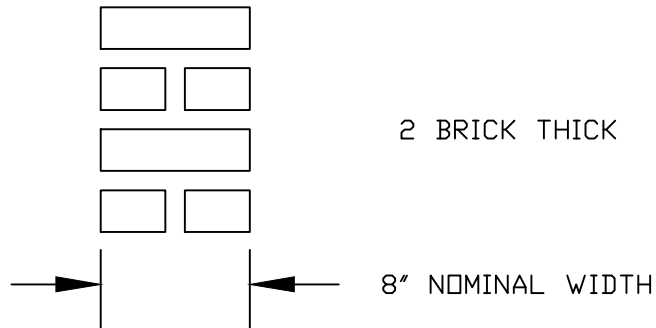
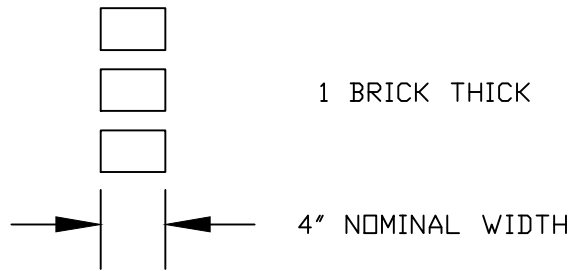
- A. A CCWA Inspector shall inspect all components of work for compliance with the Contract. The Contractor shall, at all times, permit and facilitate inspection of work by the CCWA. The presence of a CCWA Inspector or other CCWA staff on the site of work shall not be construed to, in any manner, relieve 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

Drawings



CLAYTON COUNTY WATER AUTHORITY

DATE: 12 AUGUST 2013

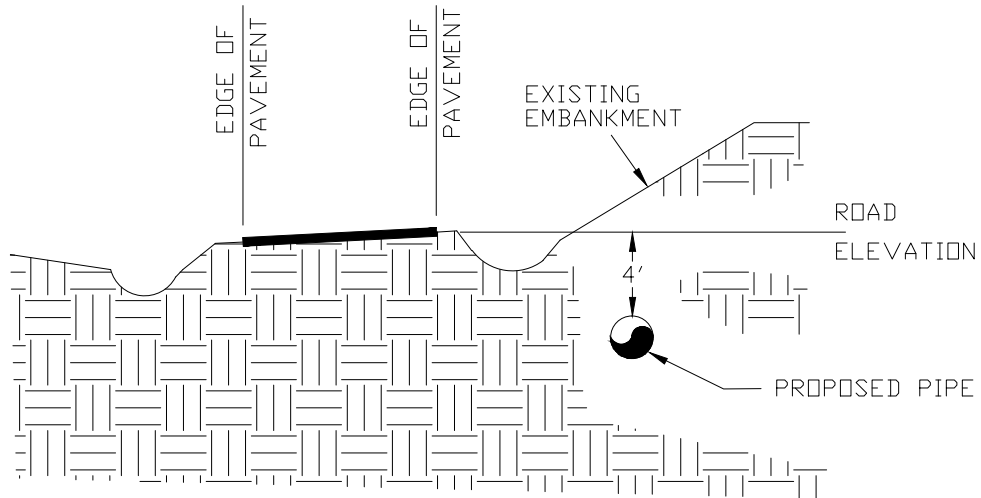
DETAIL TITLE:

SCALE: N.T.S.

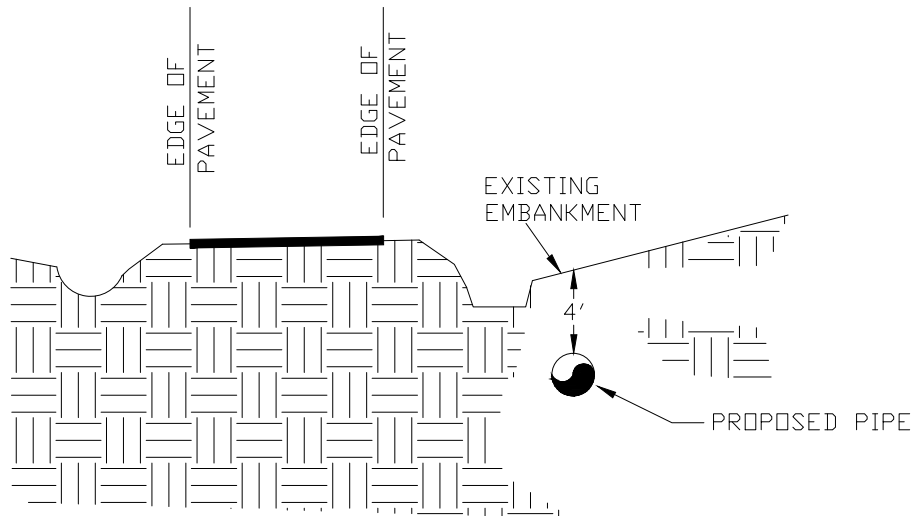
DRAWN BY: WWB

BRICK WALL CONSTRUCTION

WHERE GROUND ELEVATION IS ABOVE ROAD ELEVATION



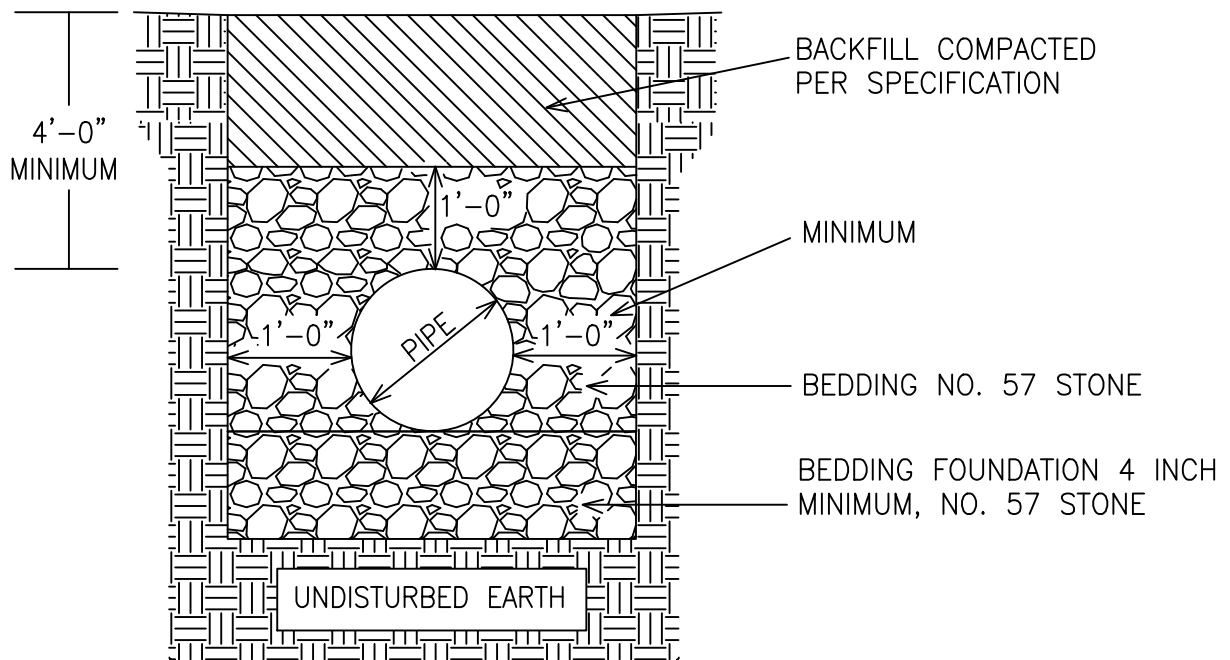
WHERE GROUND ELEVATION IS BELOW ROAD ELEVATION



NOTE: UNLESS OTHERWISE INDICATED, MINIMUM SOIL COVER
ABOVE PIPE IS 4 FEET.

CLAYTON COUNTY WATER AUTHORITY

DATE:	09 SEPTEMBER 2016	DETAIL TITLE:
SCALE:	N.T.S.	PIPE DEPTH AT EDGE OF PAVEMENT
DRAWN BY:	WWB	



CLAYTON COUNTY WATER AUTHORITY

DATE: 09 SEPTEMBER 2016

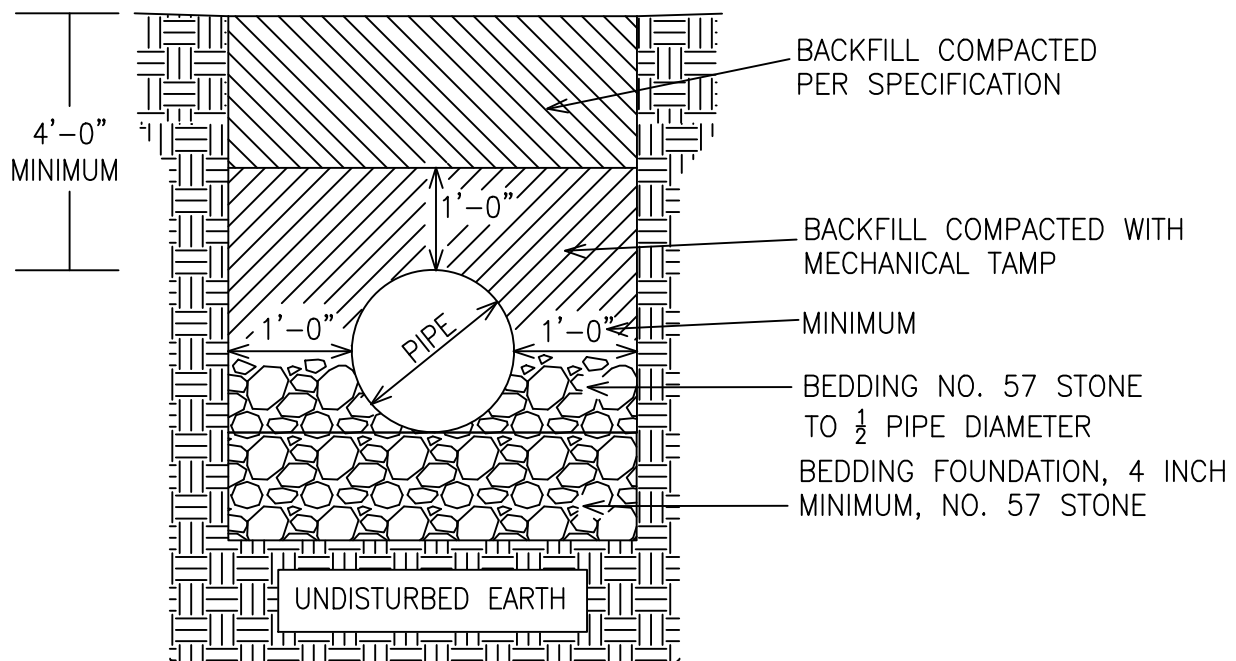
DETAIL TITLE:

SCALE: N.T.S.

PIPE INSTALLATION ON GRADE

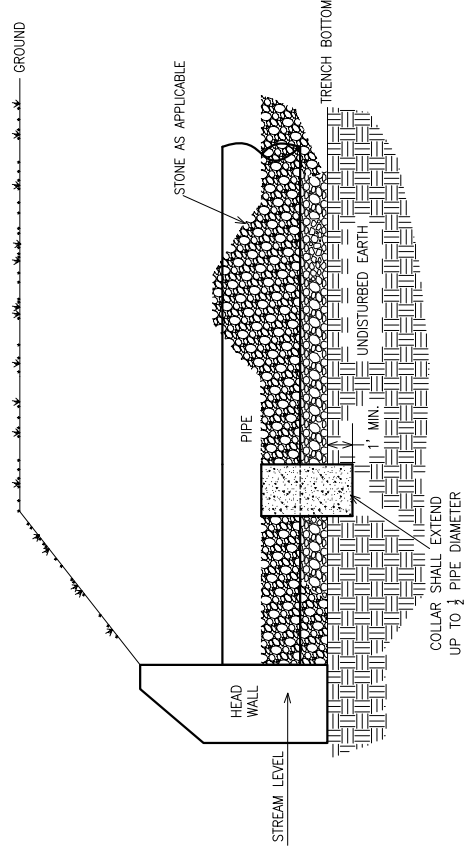
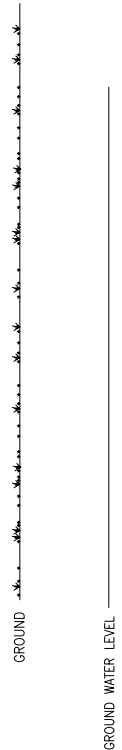
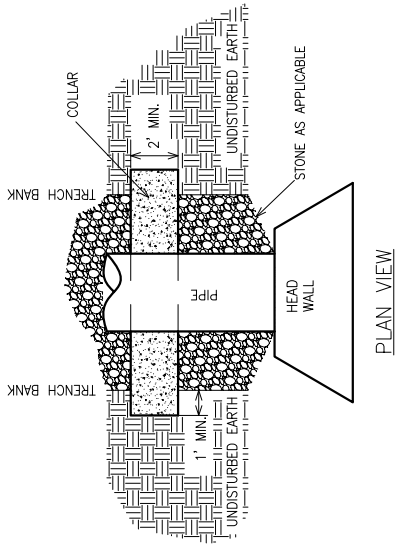
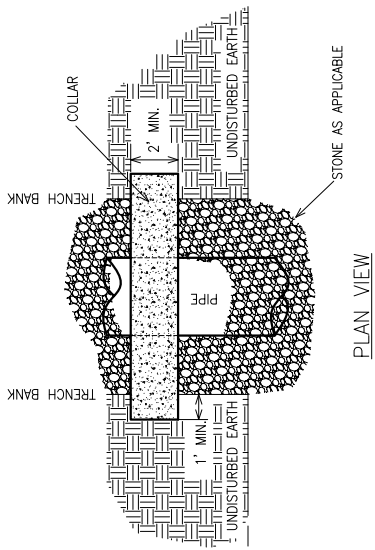
DRAWN BY: WWB

GRAVITY FLOW PVC, HDPE



CLAYTON COUNTY WATER AUTHORITY

DATE:	09 SEPTEMBER 2016	DETAIL TITLE:
SCALE:	N.T.S.	PIPE INSTALLATION ON GRADE DI, RC, CM, STEEL CASING
DRAWN BY:	WWB	

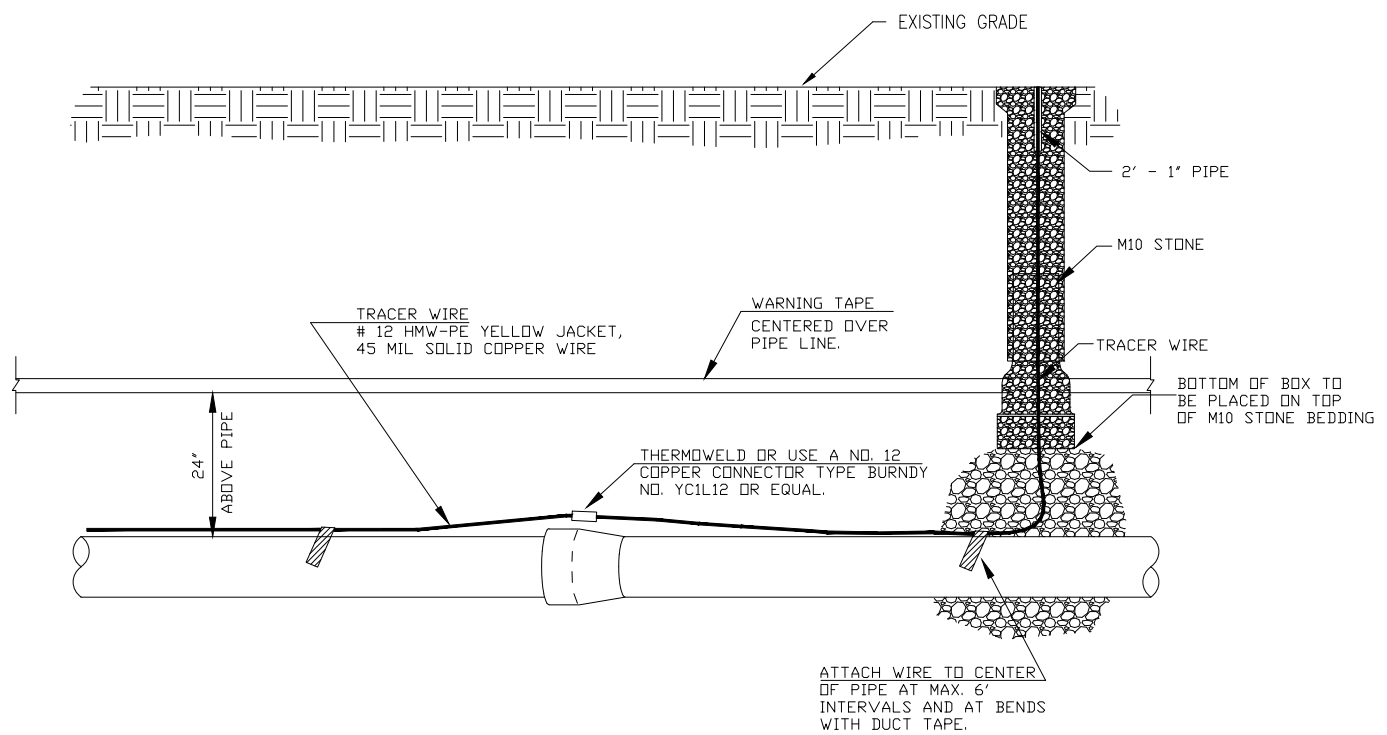


SIDE VIEW
(GROUND WATER CONDITION)

SIDE VIEW
(CREEK CONDITION)

CLAYTON COUNTY WATER AUTHORITY

DATE:	09 SEPTEMBER 2016	DETAIL TITLE:
SCALE:	N.T.S.	PIPE COLLAR
DRAWN BY:	WWB	



CLAYTON COUNTY WATER AUTHORITY

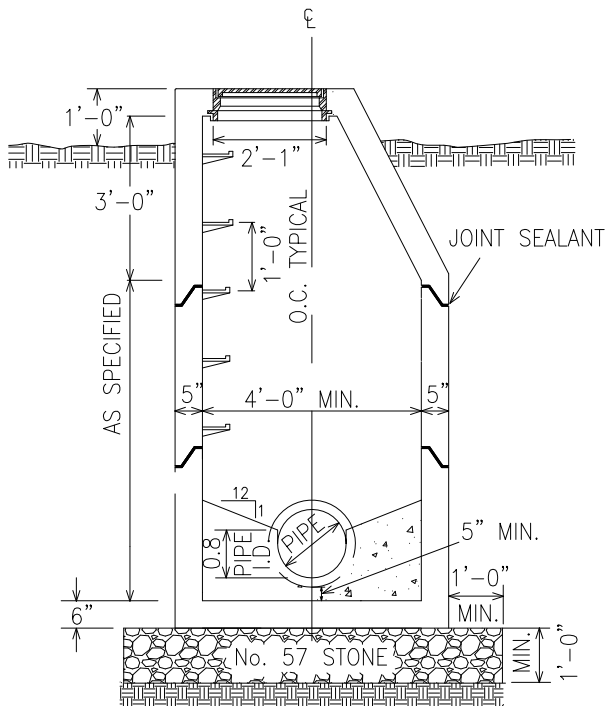
DATE: 09 SEPTEMBER 2016

DETAIL TITLE:

SCALE: N.T.S.

DRAWN BY: WWB

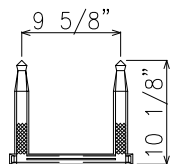
PIPE DETECTION INSTALLATION



NOTES:

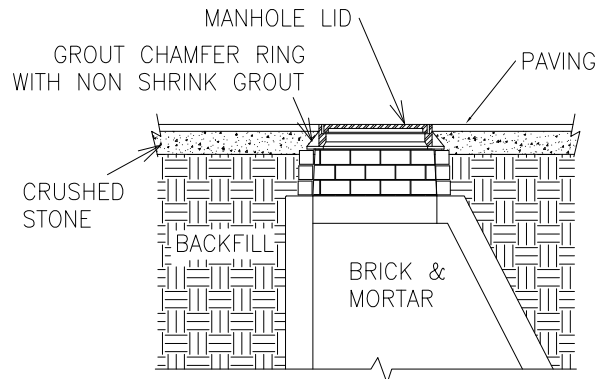
1. SHELF AND INVERT MAY BE CAST-IN OR BUILT-IN-PLACE AND SHALL HAVE SMOOTH FINISH.
2. WHEN BRICK IS USED AS A FILLER, PROVIDE MINIMUM 1/2 INCH GROUT OVER BRICK.

MANHOLE SECTION



POLYPROPYLENE PLASTIC COATED STEEL 12" WIDE INTEGRALLY CAST IN CONCRETE

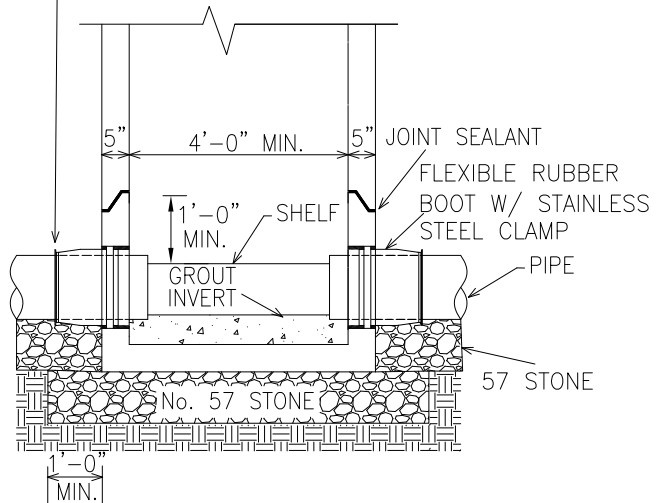
MANHOLE STEP DETAIL
SCALE: N.T.S.



- NOTES: 1. BRICKS SHALL BE STACKED NO MORE THAN FIVE COARSE.

TYPICAL MANHOLE IN PAVEMENT DETAIL

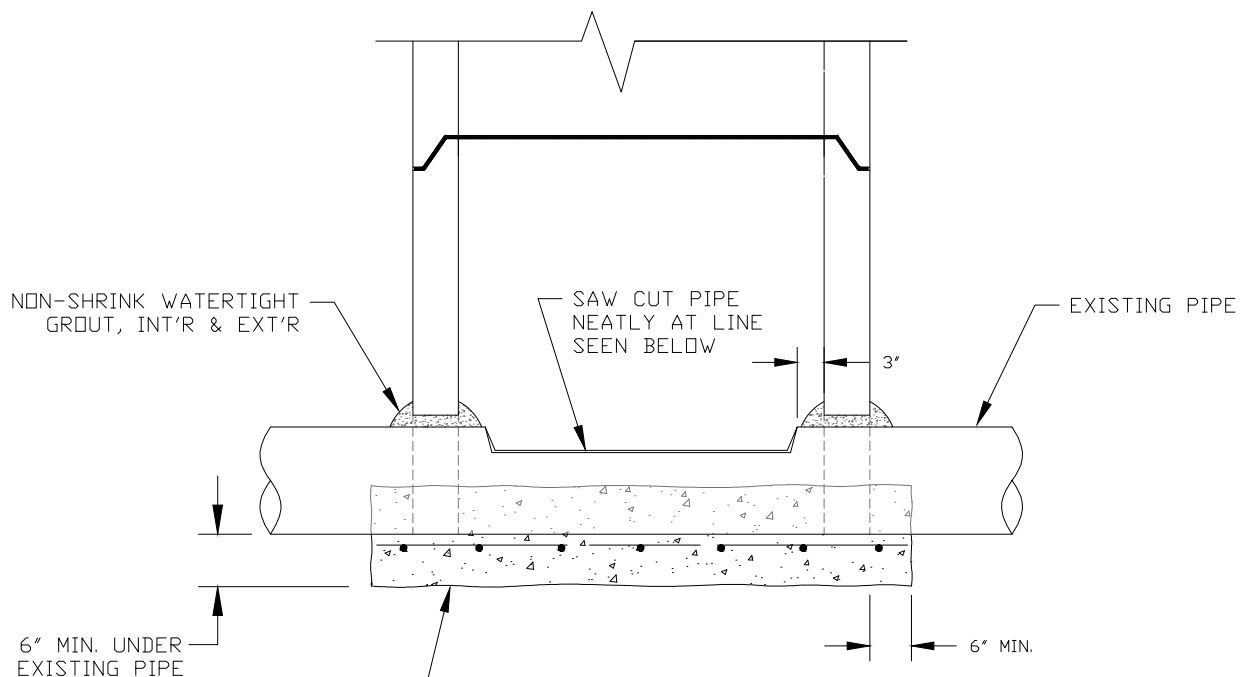
PIPE CENTERED IN PRECAST OPENING



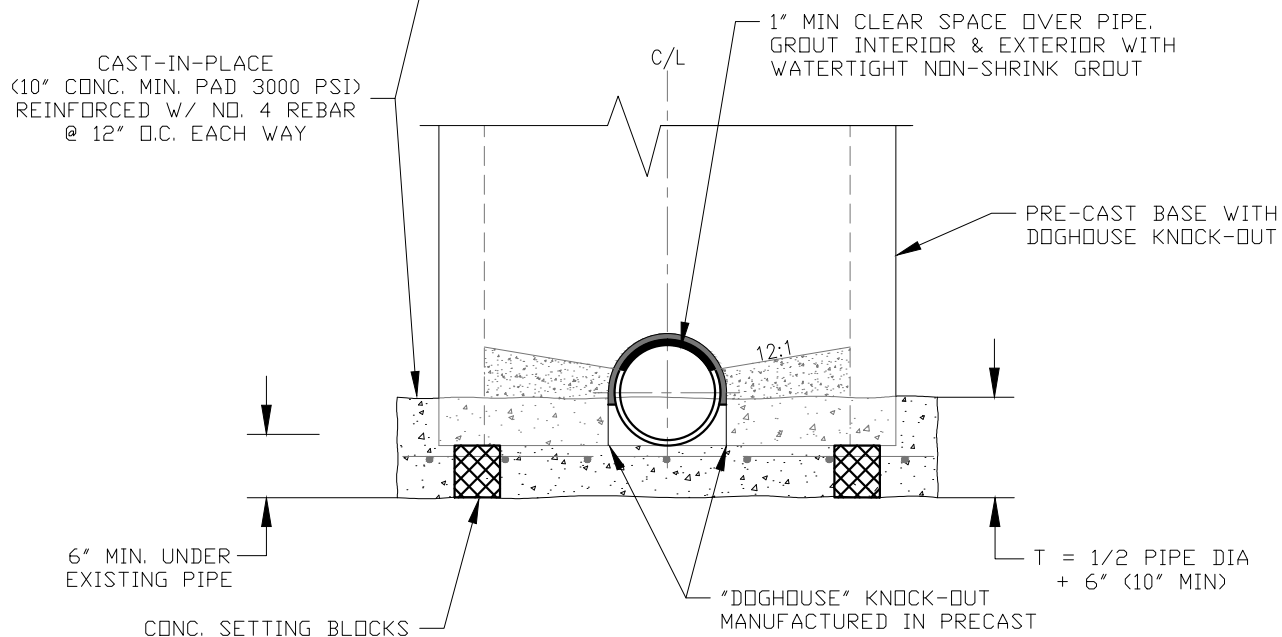
MANHOLE SECTION

CLAYTON COUNTY WATER AUTHORITY

DATE:	09 SEPTEMBER 2016	DETAIL TITLE:
SCALE:	N.T.S.	MANHOLE SECTIONS
DRAWN BY:	WWB	



SECTION



ROTATED SECTION

CLAYTON COUNTY WATER AUTHORITY

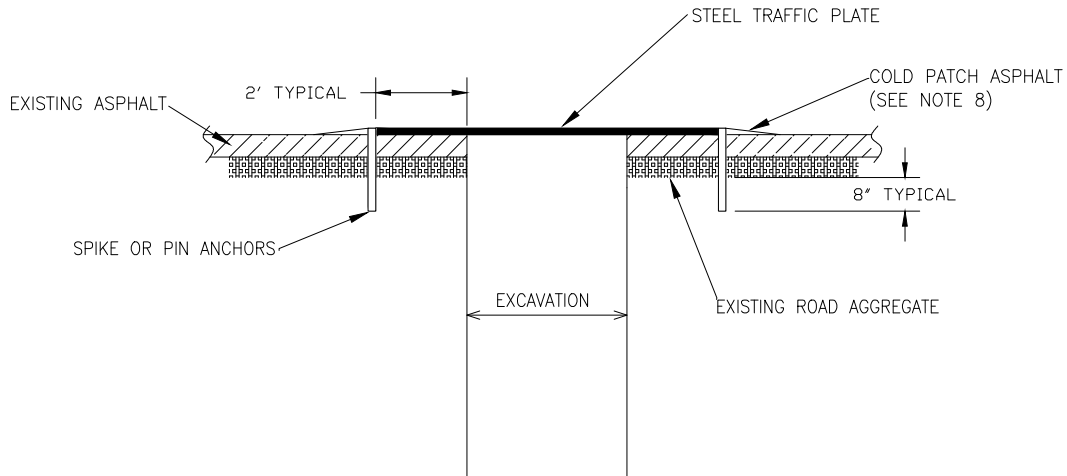
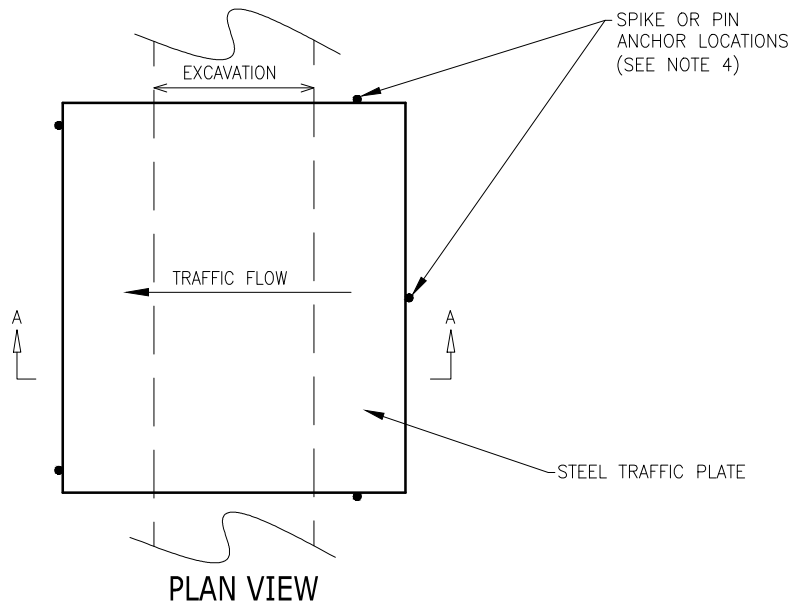
DATE: 09 SEPTEMBER 2016

DETAIL TITLE:

SCALE: N.T.S.

DRAWN BY: WWB

DOG HOUSE MANHOLE SECTIONS



SECTION A-A

NOTES

1. TRAFFIC BASED ON H20-44 (SINGLE TIRE/PLATE). HAVING A UNIFORM LOAD OF 640lb. PER LINEAL FOOT ON LOAD LANE.
2. PLATE ARE TO BE UNIFORMLY SUPPORTED AND CENTERED OVER TRENCH.
3. TRENCH WALLS UNDER THE PLATES SHALL BE UNIFORMLY SUPPORTED FROM TOP TO BOTTOM.
4. PLATES SHOULD BE ANCHORED TO PREVENT LATERAL MOVEMENT.
5. SUPPORTING SURFACE ON EACH SIDE OF THE TRENCH SHALL BE SMOOTH AND HARD (CONCRETE, ASPHALT SURFACES OR EQUAL).
6. STEEL TRAFFIC PLATES SHALL BE A MINIMUM OF ONE INCH THICK.
7. TACK WELD PLATES TOGETHER AS NECESSARY TO PREVENT MOVEMENT BETWEEN ADJACENT PLATES.
8. USE COLD PATCH ASPHALT ALONG ALL EDGES OF PLATES TO ENSURE SMOOTH TRANSITION FOR TRAFFIC.

CLAYTON COUNTY WATER AUTHORITY

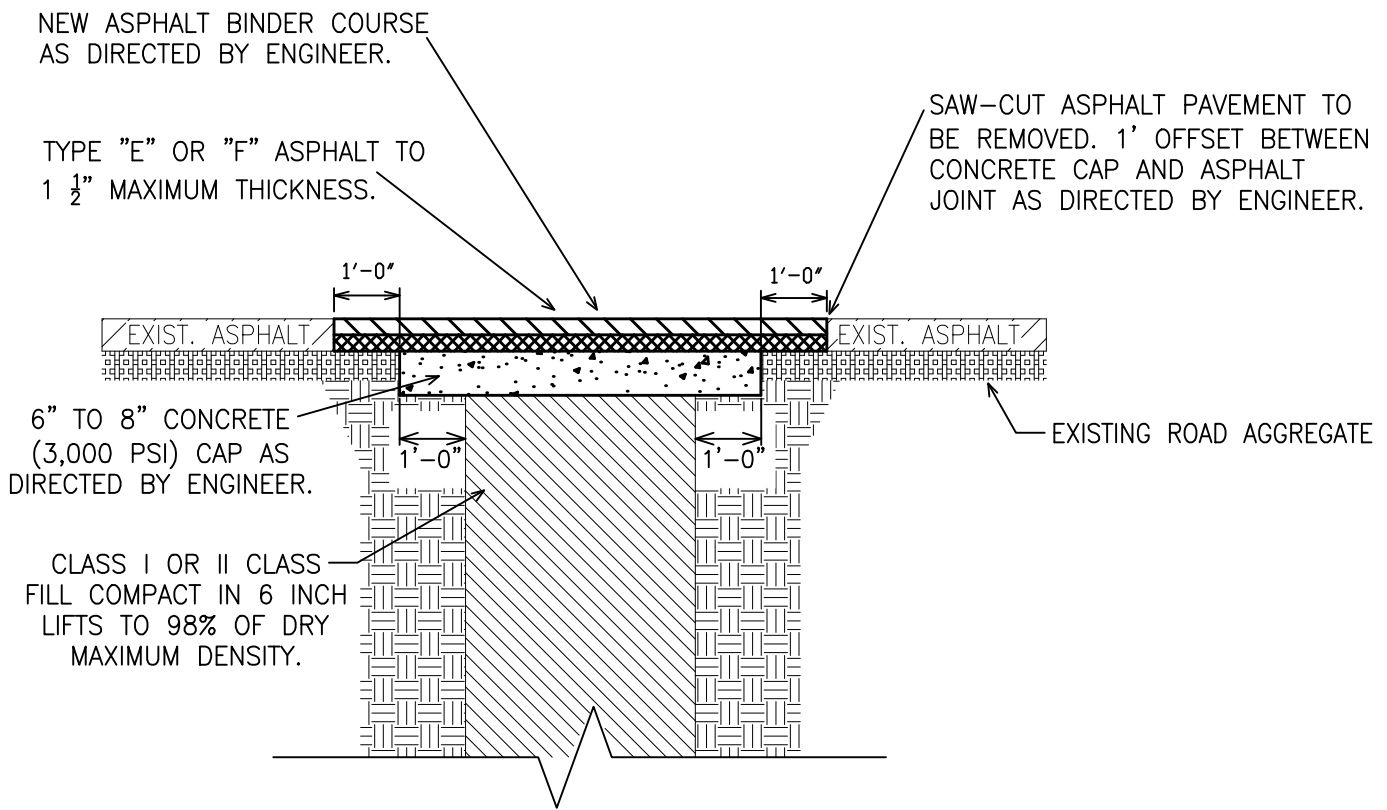
DATE: 09 SEPTEMBER 2016

DETAIL TITLE:

SCALE: N.T.S.

DRAWN BY: WWB

STEEL TRAFFIC PLATE



CLAYTON COUNTY WATER AUTHORITY

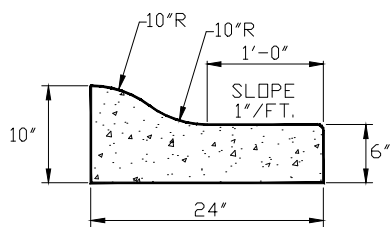
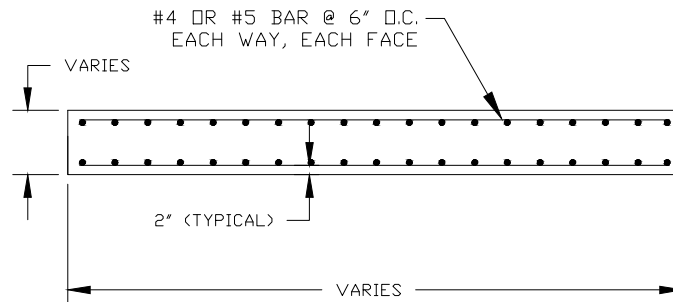
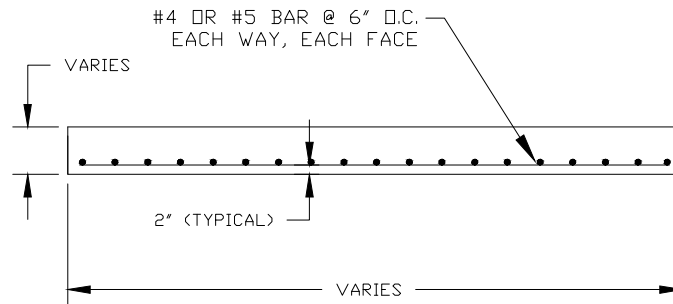
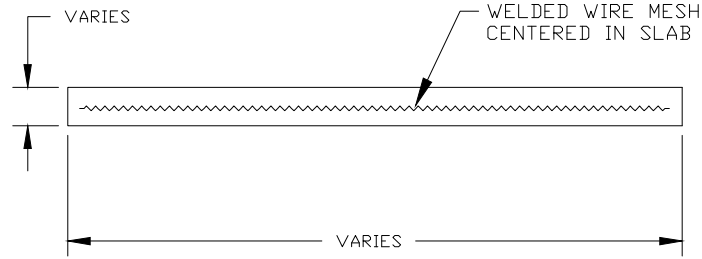
DATE: 09 SEPTEMBER 2016

DETAIL TITLE:

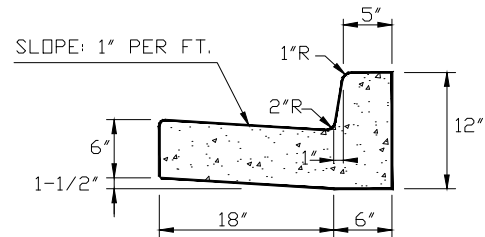
SCALE: N.T.S.

DRAWN BY: WWB

ASPHALT REPLACEMENT AT EXCAVATION



ROLLED TYPE CURB AND GUTTER



24" VERTICAL CURB AND GUTTER

CLAYTON COUNTY WATER AUTHORITY

DATE: 12 AUGUST 2013

DETAIL TITLE:

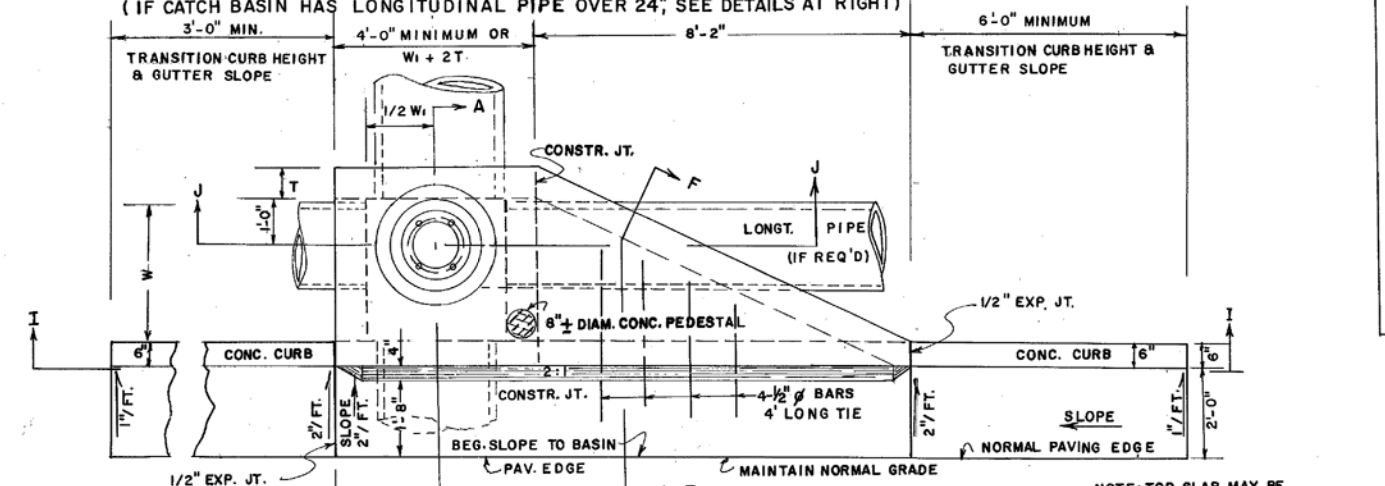
SCALE: N.T.S.

SLAB ON GRADE

DRAWN BY: WWB

CATCH BASIN

(IF CATCH BASIN HAS LONGITUDINAL PIPE OVER 24", SEE DETAILS AT RIGHT)

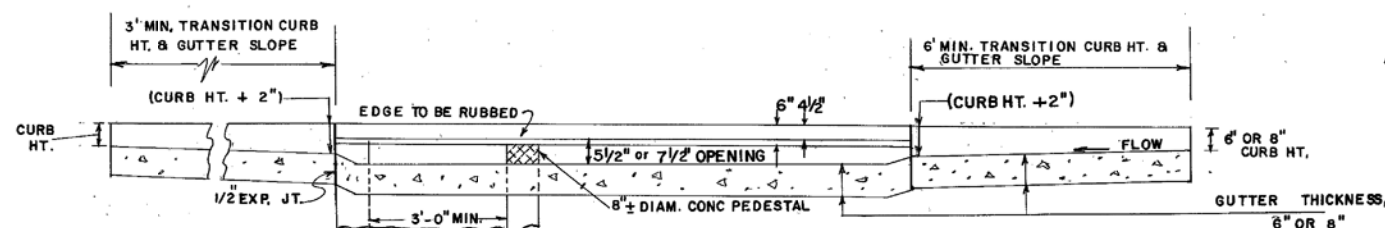


NOTE: 12'-0" (MIN.) PAYMENT FOR CATCH BASIN INCLUDES ALL QUANTITIES BETWEEN THESE LINES EXCEPT ADDITIONAL DEPTH (UNLESS OTHERWISE NOTED IN THE PLANS)

PLAN

SCALE: 1/2" = 1'

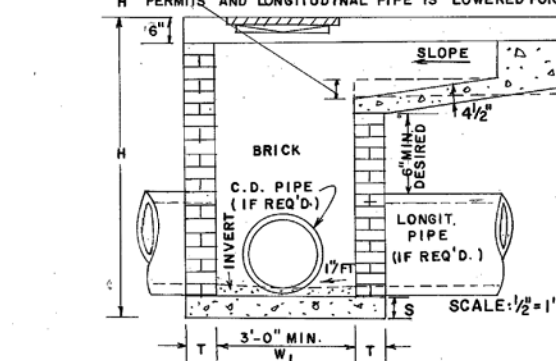
NOTE: TOP SLAB MAY BE CAST IN PLACE OR PRECAST. IF SLAB IS CAST IN PLACE, BUILDERS PAPER IS TO BE PLACED BETWEEN THE CATCH BASIN AND TOP SLAB.



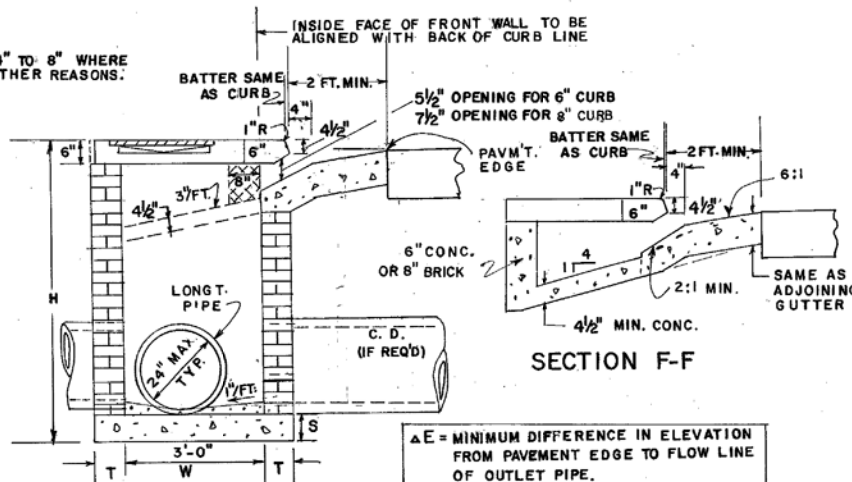
SECTION I-I

SCALE: 1/2" = 1'

NOTE: NORMAL SLOPE OF CONCRETE APRON TO BE INCREASED BY 4" TO 8" WHERE "H" PERMITS AND LONGITUDINAL PIPE IS LOWERED FOR OTHER REASONS.



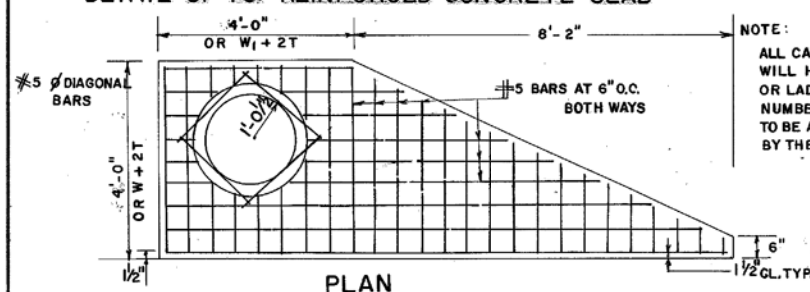
SECTION J-J



SECTION A-A

ΔE = MINIMUM DIFFERENCE IN ELEVATION FROM PAVEMENT EDGE TO FLOW LINE OF OUTLET PIPE.

DETAIL OF TOP REINFORCED CONCRETE SLAB



PLAN

NOTE: ALL BARS IN PLAN VIEW ARE SPACED AT 6" O.C.

NOTE: FOR PLAN DETAIL OF REINFORCING STEEL IN TOP PORTION OF SLAB, SEE PART PLAN AT TOP RIGHT.

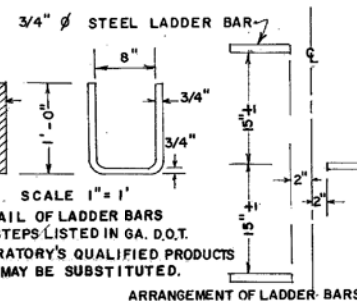
ELEVATION

NOTE:

ALL CATCH BASINS WILL HAVE STEPS OR LADDER BARS, NUMBER & LOCATION TO BE AS DIRECTED BY THE ENGINEER.

NOTE:

DETAIL OF LADDER BARS M.H. STEPS LISTED IN GA. D.O.T. LABORATORY'S QUALIFIED PRODUCTS LIST MAY BE SUBSTITUTED.



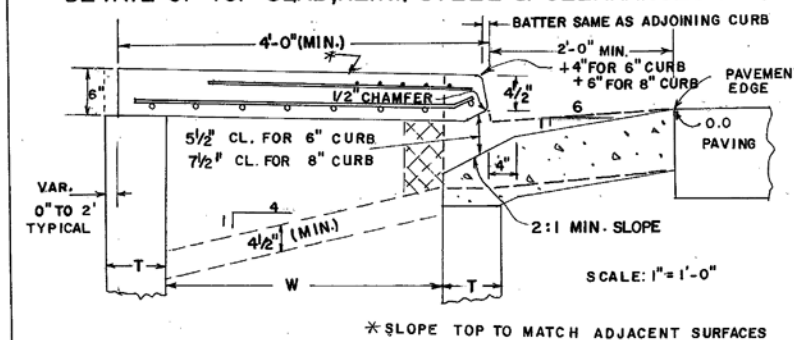
ARRANGEMENT OF LADDER BARS

W OR W ₁ (MAX.)	BOTTOM SLAB MATERIALS	S
TO 4'-6"	NON-REINF. CONCRETE	6"
	OR BRICK	8"
OVER 4'-6"	CONC. REINF. W/ 4 BARS 12" O.C. BOTH WAYS 2" CL. FROM SLAB TOP	8"

NOTE:

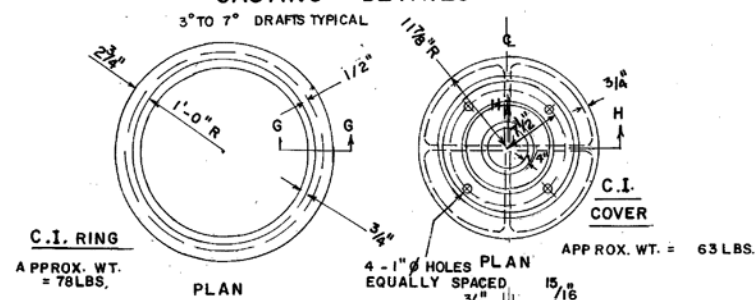
THE MIN. R & MIN. ΔE GIVEN IN ABOVE TABLE ARE BASED UPON TYPICAL OUTSIDE DIAMETERS OF CONC. PIPE AND MAY BE VARIED IF CONDITIONS PERMIT WITH VARIED DIMENSIONS SPECIFIED IN THE PLANS OR DIRECTED BY THE ENGINEER. W & W₁ DIMENSIONS DO NOT HAVE TO BE EQUAL.

DETAIL OF TOP SLAB, REINF. STEEL & CLEARANCES REQ'D.



*SLOPE TOP TO MATCH ADJACENT SURFACES

CASTING DETAILS



ELEVATION

SCALE: 1" = 1'

ELEVATION

SCALE: 1" = 1'

SECTION G-G

SCALE: 3" = 1'

SECTION H-H

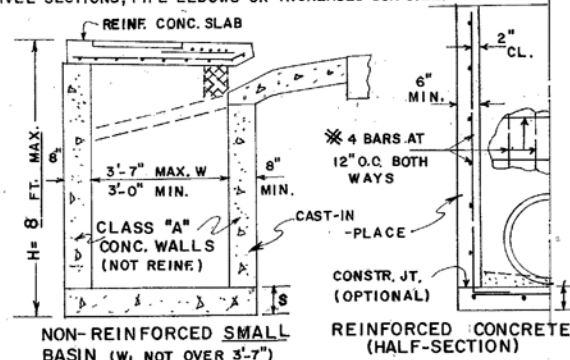
SCALE: 3" = 1'

ALTERNATE TO INVERT

NOTE: SEE SEPARATE STDS. FOR PRECAST ALTERNATES ADAPTERS (STD. 1040) WILL BE REQUIRED WITH CIRCULAR PRECAST BOXES. PRECAST BOX, CIRCULAR AND/OR BUILT-IN-PLACE CONSTR. MAY BE USED IN COMBINATIONS.

PRECAST BOX ON BRICK (HALF-SECTION)

NOTE: TYPICAL TREATMENT FOR SKEWED PIPE ARE: CIRCULAR PRECAST SWIVEL SECTIONS; PIPE ELBOWS OR INCREASED BOX SIZE.



NON-REINFORCED SMALL BASIN (W. NOT OVER 3'-7")

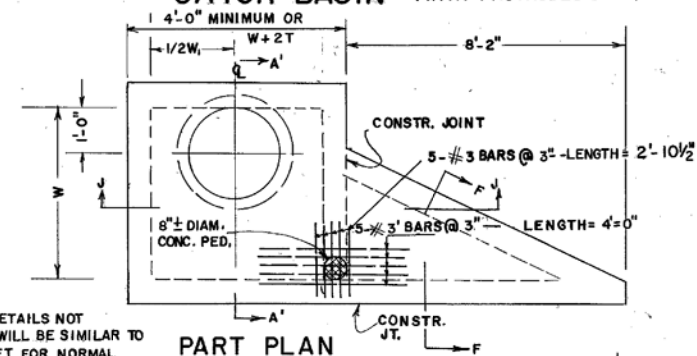
REINFORCED CONCRETE (HALF-SECTION)

CONSTRUCTION ALTERNATES

NOTE: DETAILS NOT SHOWN ABOVE FOR CONSTRUCTION ALTERNATES WILL BE SIMILAR TO BRICK CATCH BASIN DETAILS. SEE SEPARATE STANDARDS FOR PRECAST ALTERNATES.

(TYPICAL FOR CATCH BASIN WITH LARGE LONGITUDINAL PIPE OR RECESSED BOX)

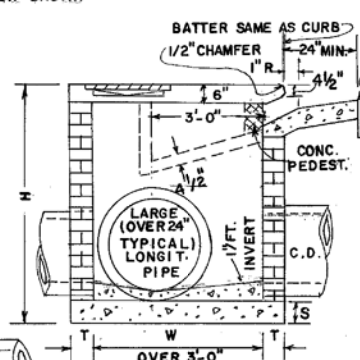
CATCH BASIN - (WITH PROTRUDED BACK)



PART PLAN

NO SCALE

NOTE: RECESSED BOX TO BE USED ONLY WHERE SPECIFIED. SHALLOW LONG PIPE OR UNDERGROUND OBSTRUCTION TYPICAL

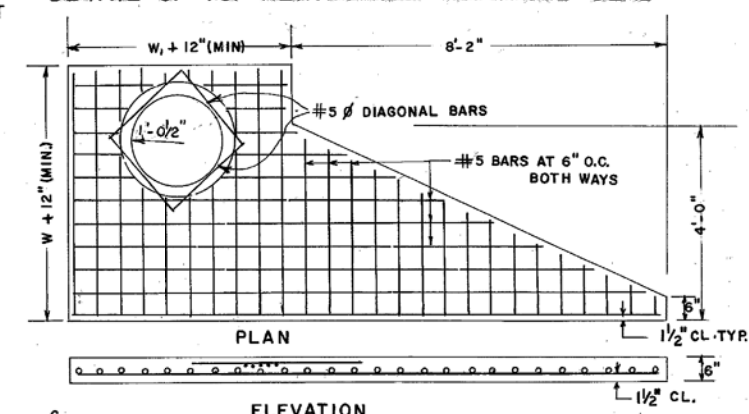


SECTION A-A (WITH LARGE LONGITUDINAL PIPE)

NOTE: H₂ & W₂ TO BE SHOWN IN THE PLANS

SECTION A-A (WITH RECESSED BOX)

DETAIL OF TOP REINFORCED CONCRETE SLAB



ELEVATION

NOTE: PIPE SIZES, NUMBER, ALIGNMENT, AND INVERT SHOWN ARE ILLUSTRATIVE. SEE PLANS FOR SPECIFICS. INVERTS TO BE FORMED WITH GROUT OR CONCRETE AS DIRECTED BY THE ENGINEER OR AS SHOWN IN THE PLANS.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

STANDARD
CATCH BASINS

FOR USE WITH CURB (6" HT. OR 8" HT.) & GUTTER

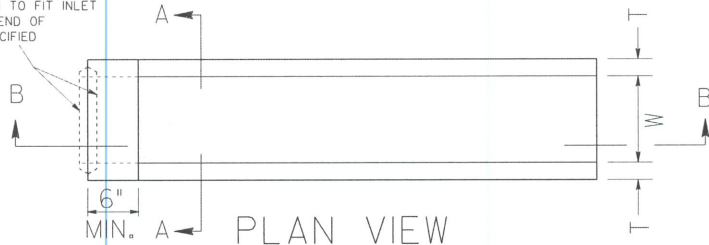
SCALE AS SHOWN

RED. & REDR. AUGUST, 1982

REV. & REDR. R.M.U. (SUBMITTED) *David E. Hardy*
TRA. G.M.E. STATE ROAD & AIRPORT DESIGN ENGR.
CHK. R.K.C. (APPROVED) *Thomas D. Hardy*
STATE HIGHWAY ENGINEER

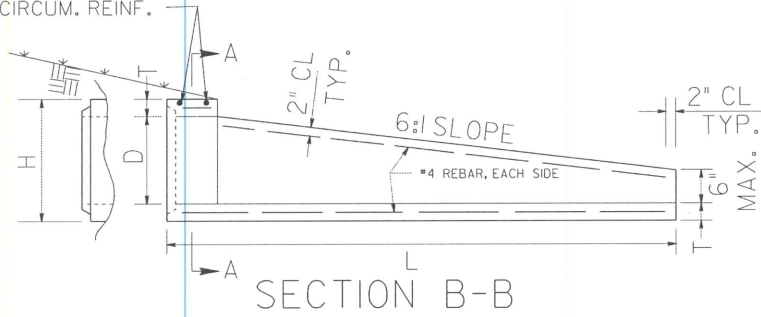
NUMBER
1033 D

JOINT DESIGN TO FIT INLET
OR OUTLET END OF
PIPE AS SPECIFIED



PLAN VIEW
(BAR GRATE NOT SHOWN)

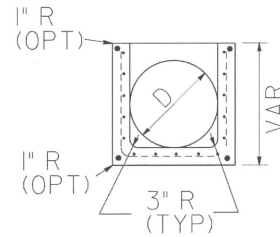
MIN. 2 LINES OF
CIRCUM. REINF.



SECTION B-B

ALTERNATE 3

PIPE DIA	T (MIN)	D	H	L
15"	3"	15"	21"	4'-6"
18"	3"	18"	24"	6'-0"
24"	3"	24"	30"	9'-0"
30"	4"	30"	38"	12'-6"
36"	4"	36"	44"	15'-6"
42"	4"	42"	50"	18'-6"
48"	5"	48"	58"	22'-0"



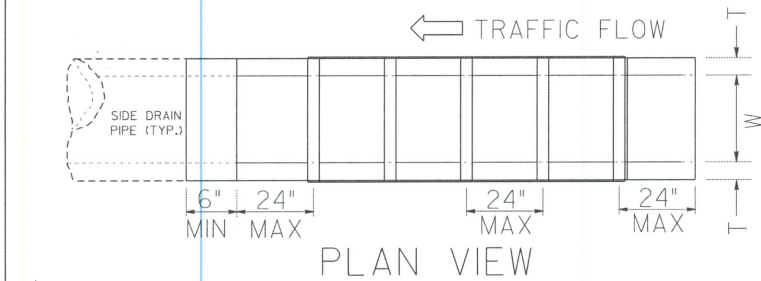
SECTION A-A

GENERAL NOTES:

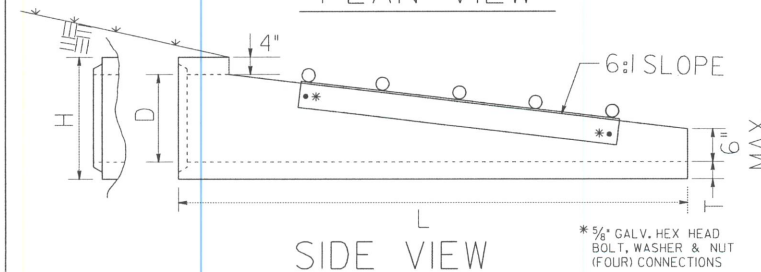
1. CONCRETE STRENGTH SHALL BE 4000 PSI MINIMUM
2. REINFORCING SHALL BE PER AASHTO M170, CLASS II REINFORCED CONCRETE PIPE, PLUS ONE #4 BAR TOP AND BOTTOM, EACH SIDE.
3. WALLS MAY HAVE 1/4" TAPER. WALL THICKNESSES SHOWN ARE THE MINIMUM.
4. LIFT HOLES MAY BE PROVIDED IN THE SIDE WALLS FOR HANDLING.
5. END SECTION JOINT WILL BE A MATCHED FIT TO THE ADJOINING PIPE JOINT AT ALL INLET AND OUTLET ENDS. NON-FITTING JOINTS WILL REQUIRE A BUILT-IN-PLACE REINFORCED COLLAR CONNECTION WITH NO ADDITIONAL PAYMENT.
6. ALL END SECTIONS FOR PIPES WITH "D" OVER 24" ON SINGLE LINES WILL HAVE GALV. SAFETY BARS, SPACED NOT MORE THAN 24" ON CENTERS, AND INSTALLED PERPENDICULAR TO THE MAINLINE TRAFFIC FLOW. ALL END SECTIONS FOR MULTIPLE LINE PIPES WILL HAVE GRATES.
7. TYPICAL USE OF SAFETY END SECTIONS IS AT THE ENDS OF PIPES UNDER DRIVEWAYS OR SIDEROADS WHERE THE PIPE CULVERT IS PARALLEL TO THE MAINLINE AND FALLS INSIDE THE MAINLINE CLEAR ZONE WIDTH.

D	(MIN) GRATE LENGTH	GRATE WIDTH (TYP) #
15"	2'-4"	1'-9 5/8"
18"	2'-4"	2'-0 5/8"
24"	6'-4"	2'-6 5/8"
30"	8'-6"	3'-2 5/8"
36"	12'-4"	3'-8 5/8"
42"	14'-6"	4'-2 5/8"
48"	18'-4"	4'-10 5/8"

TYPICAL GRATE WIDTHS SHOWN ARE MEASURED FROM INSIDE TO INSIDE OF THE 3/8" THICK ANGLE IRON. GRATE FIT WITH END SECTION SHALL BE CHECKED BEFORE DELIVERY.

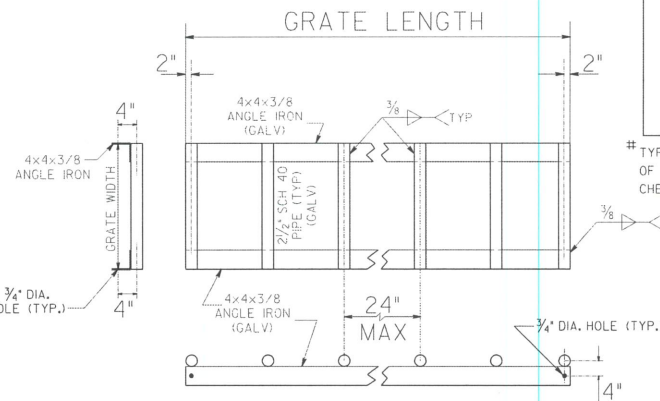


PLAN VIEW



SIDE VIEW

* 3/4" GALV. HEX HEAD
BOLT, WASHER & NUT
(FOUR) CONNECTIONS

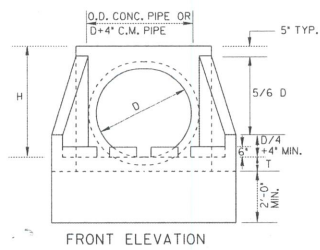


GALVANIZED SAFETY
GRATE DETAIL

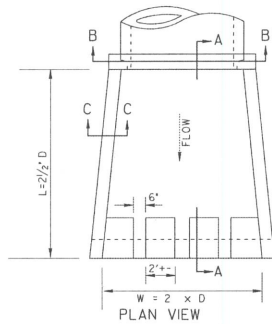
REVISED TO 102 PAGE 3		DATE		1-28-05	
DESIGNED		DRAWN		STATE ROAD & AIRPORT DESIGN ENGINEER	
TRACED		CHECKED		CHIEF ENGINEER	
NO SCALE				OCT., 2000	
DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA				NUMBER 1122	
STANDARD SAFETY END SECTION (CONCRETE) (FOR SIDE DRAIN PIPE OR FOR STORM DRAIN PIPE PARALLEL TO MAINLINE) ALTERNATE 3				SHEET 3 OF 3	

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

OUTLET HEADWALL

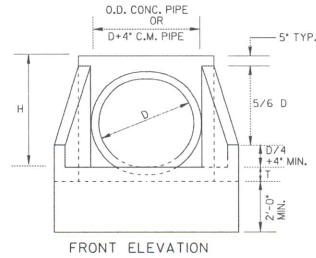


FRONT ELEVATION

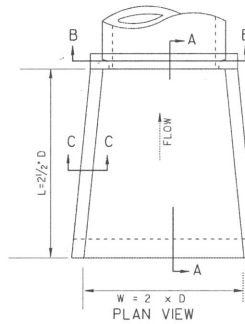


PLAN VIEW

INLET HEADWALL



FRONT ELEVATION



PLAN VIEW

D = INSIDE DIAMETER OF PIPE

TABLE NO. 1 - QUANTITIES FOR HEADWALLS									
CULVOS. CONCRETE (PAY QUANTITIES)					LBS. STEEL (GIVEN FOR INFORMATION ONLY)				
FOR SINGLE LINE					FOR SINGLE LINE				
D	INLET	OUTLET			INLET	OUTLET	INLET	OUTLET	
15"	0.87	0.93			0.60	0.66	102	113	73 83
18"	1.10	1.16			0.85	0.93	106	117	93 104
24"	1.61	1.69			1.29	1.37	127	138	124 134
30"	2.21	2.32			1.83	1.96	170	180	154 164
36"	2.92	3.05			2.49	2.63	238	254	196 212
42"	3.73	3.87			3.00	3.17	290	306	231 247
48"	4.62	4.80			3.58	3.74	335	351	265 281
54"	5.63	5.83			4.17	4.38	407	428	319 340
60"	6.72	6.95			4.82	5.01	456	477	360 391
72"	9.22	9.48			6.24	6.46	623	649	475 494
84"	14.84	15.19			9.05	9.29	1517	1539	1017 1044
96"	18.88	19.27			11.13	11.41	2188	2150	1323 1350

NOTE:
QUANTITIES SHOWN WILL BE ACTUAL PAY QUANTITIES FOR CLASS "A" CONCRETE, INCLUDING REINFORCED STEEL. NO ADJUSTMENT WILL BE MADE FOR AS BUILT QUANTITIES.

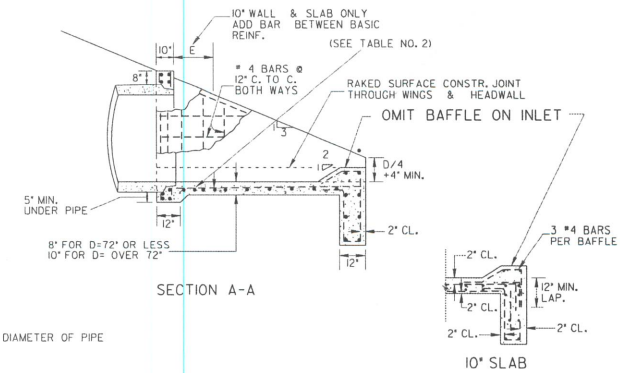
D - INSIDE DIAMETER OF PIPE CULVERT

H = D + 10" MIN. FOR C.M. PIPE

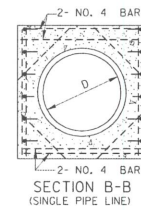
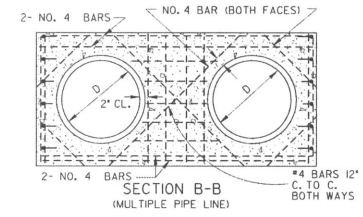
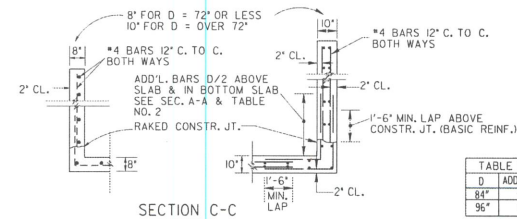
H = D + PIPE WALL THICKNESS + 8" FOR CONC. PIPE
(13/12 D + 9" TYP.)

T = 8" FOR D = 72" OR LESS

T = 10" FOR D = OVER 72"



SECTION A-A

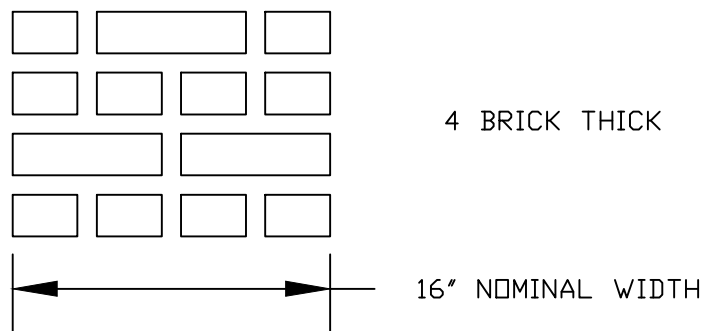
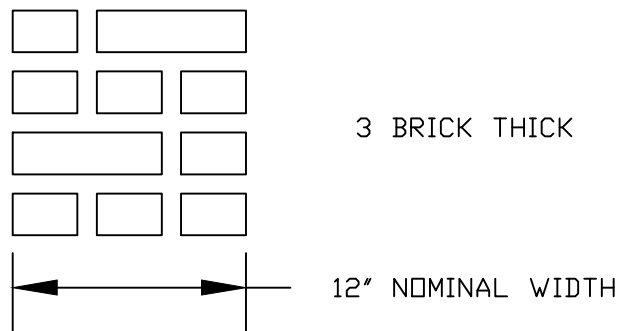
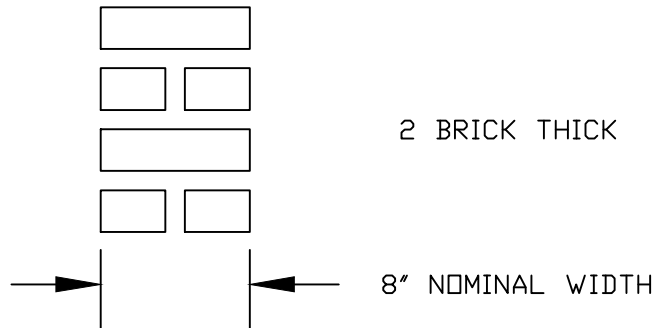
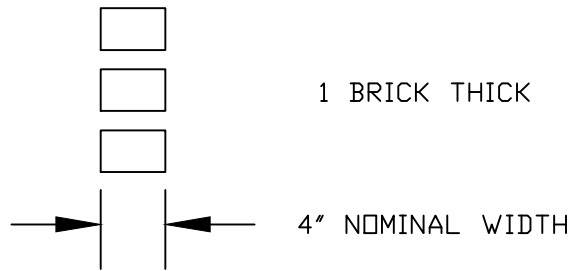
SECTION B-B
(SINGLE PIPE LINE)SECTION B-B
(MULTIPLE PIPE LINE)

SECTION C-C

TABLE NO. 2		
D	ADD'L BAR	E
84"	#4	5'
96"	#4	8'

ADDITIONAL BAR DETAIL

DATE		DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
REVISION		STANDARD TAPERED INLET HEADWALL - OUTLET HEADWALL (BUILT-IN-PLACE)	
NO SCALE		REV. & REDR. OCT., 1999	
DES.	(SUBMITTED)	 KENNETH R. BOND STATE ROAD & AIRPORT DESIGN ENGR. (APPROVED)	
DRW.			
CHK.			
		NUMBER 1125	



CLAYTON COUNTY WATER AUTHORITY

DATE: 12 AUGUST 2013

DETAIL TITLE:

SCALE: N.T.S.

DRAWN BY: WWB

BRICK WALL CONSTRUCTION

ATTACHMENTS

ATTACHMENT A
W9

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "By signing the filled-out form" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
 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 as defined under section 581.
 12—A middleman known in the investment community as a nominee or custodian.
 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 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/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional 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 ⁴
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT B
VENDOR INFORMATION FORM

**CLAYTON COUNTY WATER AUTHORITY****FINANCE DEPARTMENT**

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

Phone: (770) 960-5880 | Web Site: www.ccwa.us**VENDOR INFORMATION FORM**

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

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

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

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

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)

STATE OF GEORGIA
COUNTY OF CLAYTON

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

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

_____ [describe materials and/or labor] for the construction of improvements known as:

_____ [title of the project or building];

which is located in the City of _____, County of _____, and is owned by the Clayton County Water Authority and more particularly described as follows:

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

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

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

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

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

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

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

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

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

bills of any nature, either for labor or services related to the Work or the Property or any materials which have been or may have been placed upon, or applied or delivered to the Property, and Contractor does hereby unconditionally agree to hold harmless and indemnify Owner from and against all claims for mechanic's or materialman's liens or claims of lien, including, without limitation, any attempted foreclosure thereof, which in any way arise out of or are related to the Work or the Property, including, without limitation, any attorney's fees incurred in connection therewith.

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

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

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20____.

(Signature of Deponent) (SEAL)

(Printed/Typed Name and Title)

(Witness) (Address)

NOTARY ACKNOWLEDGMENT

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

Notary Public _____

Commission Expiration Date: _____ (NOTARY SEAL)