CLAYTON COUNTY Water AUTHORITY

REQUEST FOR PROPOSAL

Elevated Storage Tanks Removal

Proposal Number 2026-PME-06

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

SCHEDULE OF EVENTS	DATE
Mandatory Pre-Proposal Meeting and Site Visit A Mandatory Pre-Proposal Meeting and Site Visit will be held at the Barnett Road Elevated Storage Tank, located at 101 Barnett Road, Forest Park, GA 30297	**June 30, 2026** **at 10:30 a.m.**
Deadline for Questions Questions must be submitted online through the Bonfire Portal at: https://ccwa.bonfirehub.com/.	**July 7, 2026** **at 3:00 p.m.**
Addendum Issued Answers will be answered via addendum online through the Bonfire Portal at: https://ccwa.bonfirehub.com/	**July 15, 2026**
Solicitation Submission / 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.	**July 24, 2026** **at 3:00 p.m.**

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Attachments

Section 1: Request for Proposals

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

Name of Project: **2026-PME-06 Elevated Storage Tanks Removal**

The Clayton County Water Authority will open sealed proposals from vendors via a Virtual Teams Meeting on **July 24, 2026 at 3:00 p.m. (local time)** for the **Elevated Storage Tanks Removal.** Any proposals received after the specified time will not be considered.

A Mandatory Pre-Proposal Meeting and Site Visit will be held at the Barnett Road Elevated Storage Tank, located at 101 Barnett Road, Forest Park, GA 30297 on June 30, 2026 at 10:30 a.m. (local time). Proposals will only be accepted from Proposers who attend the Mandatory Pre-Proposal Meeting and Site Visit. Vendors must sign in no later than 10:30 a.m. **All late entries will not be able to sign in**.

After the Pre-Proposal Meeting and Site Visit at the Barnett Road Elevated Storage Tank, the Site Visit will continue at the Grant Road Elevated Storage Tank located at 4342 Grant Road, Ellenwood, GA 30294. Attendees are strongly encouraged to allow for additional drive time to account for traffic. Additionally, participants are also encouraged to bring umbrellas or rain jackets in the event of inclement weather.

Parking instructions for each site are provided below:

- **101 Barnett Road, Forest Park, GA 30297**
  The entrance is located off Barnett Road and is marked as One-Way. Attendees will be permitted to enter through this access point and may park on either side of the entrance. Please ensure vehicles are parked fully in the grassy area and completely off the entrance roadway so that traffic can pass through without obstruction.

- **4342 Grant Road, Ellenwood, GA 30294**
  Attendees should park in the side parking lot of the Walmart adjacent to the site. Photos have been provided below to illustrate the walking path from the parking area to the elevated storage tank.

Elevated Storage Tanks Site Visit photographs are available in the Bonfire Portal for reference and parking guidance.

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

Microsoft Teams meeting

Join: https://teams.microsoft.com/meet/29088345045648?p=G0A59Gxe5phSKD7Dyz

Meeting ID: 290 883 450 456 48

Passcode: cW7y4k8j

Dial in by phone

+1 912-483-5368,,194168920# United States, Savannah

Find a local number

Phone conference ID: 194 168 920#

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

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

Clayton County Water Authority
By: Marcia Jones, Procurement Manager

Section 2: General Overview

2.1 Project Purpose

The Clayton County Water Authority (CCWA) is seeking the assistance of an experienced Contractor to remove the existing Grant Road and Barnett Road elevated steel storage tanks. Proposals for this Work will be reviewed by CCWA with the intention of making a selection based on both qualifications and price. The project sites are as follows:

- Grant Road Elevated Storage Tank (1.0 million gallon) located at: 4342 Grant Road, Ellenwood GA, 30294

- Barnett Road Elevated Storage Tank (0.5 million gallon) located at: 101 Barnett Road, Forest Park, GA 30297

2.2 Existing Conditions

Grant Road Elevated Storage Tank

The existing Grant Road elevated tank is welded steel and has a capacity of 1,000,000 gallons. The tank was constructed in 1986 and was taken out of service and isolated from the distribution system in 2019. The tank has nine (9) legs plus a center riser support and is approximately 160 feet in height. Three (3) pipes (fill, drain, and overflow) enter the center riser support from a vault below. The Project site area is secured with chain-link fencing and is accessed by CCWA from Grant Road. The site is bordered by a commercial property (Walmart). A temporary construction easement will be obtained by CCWA for site access, equipment setup, and debris laydown/hauling. See Figure 1 Grant Road Demolition Plan in the Bonfire Portal.

A condition assessment performed in 2024 revealed lead in the exterior paint coating. A copy of the inspection report and lead testing results have been provided as Attachment A Grant Road Elevated Storage Tank Inspection Report in the Bonfire Portal. Proximity of the tank to commercial properties and a heavily traveled road require that the tank is removed through disassembly using cranes. Removal of the tank by tipping will not be permitted. Otherwise, demolition methods and procedures shall be at the Contractor's discretion and shall be presented to the Owner for consideration as part of the proposal. Additionally, proper disposal of lead-based substances or other regulated substances associated with the tank demolition shall be the Contractor's sole responsibility and must be done in accordance with all applicable regulations.

Barnett Road Elevated Storage Tank

The existing Barnett Road elevated tank is welded steel and has a capacity of 500,000 gallons. The tank was constructed in 1963 and was taken out of service and isolated from the distribution system in 2014. The tank has seven (7) legs plus a center riser support and is approximately 122 feet in height. Three (3) pipes (fill, drain, and overflow) enter the center riser support from a vault below. The Project site area is secured with chain-link fencing and is accessed by CCWA from Old Dixie Road which is located on the property of Georgia Power. CCWA has a permanent easement for access to the elevated storage tank. The project site is bordered by three (3) industrial/commercial properties including CEMEX which also has a permanent easement on Old Dixie Road to support truck traffic for their operation. A temporary usage agreement will be obtained by the Owner for usage of the CEMEX property for site access, equipment setup, and debris laydown/hauling. See Figure 2 Barnett Road Demolition Plan in the Bonfire Portal.

A condition assessment performed in 2024 revealed lead in the exterior paint coating. A copy of the inspection report and lead testing results have been provided as Attachment B Barnett Road Elevated Storage Tank Inspection Report in the Bonfire Portal. Proximity of the tank to commercial properties and heavily traveled road require that the tank is removed through disassembly using cranes. Removal of the tank by tipping will not be permitted. Otherwise, demolition methods and procedures shall be at the Contractor's discretion and shall be presented to the Owner for consideration as part of the proposal. Additionally, proper disposal of lead-based substances or other regulated substances associated with the tank demolition shall be the Contractor's sole responsibility and must be done in accordance with all applicable regulations.

2.3 Work Description

The work generally includes but is not limited to providing all supervision, labor, equipment, materials and miscellaneous supplies to complete the following major work items.

1) Project mobilization.

2) Removal of two (2) existing tanks located at two (2) separate project sites as follows:

    a) Remove from site existing tank and all associated components including structural steel to top of concrete piers; anchor bolts shall be removed flush to existing concrete. Grinding of tank bowl is not permitted.

    b) Removal of fill, drain, and overflow pipes from center riser column down to the first mechanical joint in the ground vault below grade per Figures 1 and 2 available for review in the Bonfire Portal. Through concrete openings shall be covered with ¼-inch thick aluminum diamond plate secured by 3/8-inch stainless steel wedge anchors with washers; aluminum cover shall be sealed to concrete using exterior grade silicone sealant.

    c) Remove access platforms, ladders, and stairs related to equipment being removed, unless otherwise shown or indicated.

    d) In-ground vaults and underground piping and valves on site shall remain in place.

e) Remove all steel elements and structural framing members by cutting and dismantling with cranes and lowering to the ground using hoists and/or cranes. Do not throw or drop to the ground. Cutting and tipping is not permitted. Use of explosives is prohibited. Cutting steel using a grinder is not permitted for the tank bowl.

f) Removal must be performed in a manner that prevents damage and injury to property, structures, occupants, the public and facilities. Implement all required measures for the protection of neighboring properties. Contractor to coordinate with Owner who will provide Notification to Neighbors.

g) Tank components, structural steel components and piping that have been removed as per the demolition scope shall become the property of the Contractor and shall be promptly removed from the site. Storage or sale of the removed materials shall not be permitted on the project jobsite.

h) Provide and maintain temporary controls for atmospheric pollutants and airborne matter resulting from construction activities in accordance with OSHA standards.

3) Disposal of Demolition Debris

a) Hauling and disposal of all removed steel tank components including disposal of any hazardous materials is the responsibility of the Contractor and must be done in accordance with Conservation and Recovery Act (RCRA) Laws and Regulations (40 CFR parts 260 through 273).

b) If materials, equipment or debris are sold by Contractor, Contractor must remove the items from the Site and adjacent areas, and perform the sale or transaction elsewhere and in accordance with Laws and Regulations.

4) Hours of Work: Removal of existing elevated tank within work hours as defined for each project site:

a. Grant Road:
    i. Sunday through Saturday (7 days per week), 7:00am to 7:00pm
b. Barnett Road:
    i. Mobilization and demobilization: Sunday through Saturday (7 days per week), Hours of work include 7:00am to 7:00pm
    ii. Active demolition:
        1. Friday: 1:00pm through 7:00pm;
        2. Sunday and Saturday: 7:00am to 7:00pm;
        3. No active demolition is allowed Monday through Friday until Friday at 1:00pm

5) Schedule: All work associated with the project shall be completed with 120 calendar days from the date of Notice to Proceed.

2.4 Contractor Qualifications

1) Entity and personnel performing demolition shall be experienced in elevated storage tank demolition work. Contractor must have performed at least five (5) similar-sized (0.5 to 1.0 MGD) elevated water storage steel tank demolition projects in the past five (5) years. Please upload documentation verifying this requirement in the Bonfire Portal.

2.5 Compensation

The selected Proposer shall be compensated for services in accordance with the approved contract. All services required for the removal of the elevated storage tanks will be compensated on a lump-sum basis. Progress payments will be based on the completion of project tasks and deliverables as outlined in the approved project schedule and scope of work. All subcontractor services shall be subject to the same compensation structure and limitations applicable to the Proposer.

2.6 Proposed Schedule

The planned schedule for proceeding with the selection process for the most advantageous proposer is shown below:

Issuance of RFP	June 18, 2026
Mandatory Pre-Proposal Meeting and Site Visit	June 30, 2026
Deadline for Questions	July 7, 2026
Issue Last Addendum	July 15, 2026
Proposal Opening	July 24, 2026
CCWA Board Approval	TBD
Planned Start Date	TBD

CCWA reserves the right, at its sole discretion, to adjust this planned schedule as it deems necessary. Changes to any dates or deadlines will be communicated to Proposers via addendum.

2.7 Submission

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

CCWA expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights, which must be clearly noted in the proposal submitted in response to the RFP. Late proposals will not be accepted, nor will additional time be granted to any individual Proposer.

2.8 Addenda

Proposers may submit questions regarding this solicitation prior to the opening. To be considered, all questions must be submitted online through the Bonfire Portal at https://ccwa.bonfirehub.com/ no later than **3:00 p.m. local time on July 7, 2026**. Responses to all Proposers' 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 Proposal Documents. Should it become necessary to issue an addendum within seventy-two (72) hours of the Proposal opening date (excluding Saturdays, Sundays, and legal holidays), said date shall automatically be extended by an additional seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays).

2.9 Proposal Format

All Proposals must include the information outlined below and be tabbed to denote the sections as noted:

1) **Cover Letter.** A one-page letter of introduction and interest on Proposer's letterhead.

2) **Project Team.** Provide an organizational chart and summary resumes of key personnel and any subcontractors proposed for the project. Specify the office/location for each person, and subcontractor (if applicable) identified along with the scope of work anticipated including subcontractors. Specify experience of personnel performing demolition with respect to their qualifications.

3) **Project Approach.** Provide the following items:

   a) Methods: Describe site-specific approach for performing demolition work. Describe method used to cut/disassemble steel components. Describe measures to lower steel tank in pieces along with all associated structural components and appurtenances. Describe measures to contain cuttings/ torch slag on Project property and within the limits of the temporary easements.

   b) Impacts on Neighbors and Property Protection: Describe how proposed demolition will affect Owner and others, including owners and occupants of properties at and adjacent to the Site and the public during each planned demolition step (mobilization, active demolition, and demobilization). Include plans to protect surrounding properties and buildings from project activities. Indicate any special preparations and provisions for protection of specific adjacent and nearby properties including but not limited to those indicated in the attached site plans (Please see Figures 1 & 2 in the Bonfire Portal).

   c) Schedule: Provide detailed schedule indicating work activities with corresponding work time/days for the project mobilization, demolition, and demobilization phases, providing all details that will impact coordination with Owner and property owners adjacent to the site. **Note that active demolition at the Barnett Road site may only be performed between the hours of 1:00pm on Friday through 7:00pm on Sunday.**

   d) Field Personnel: Indicate the number of field personnel/crews and equipment that will be dedicated to the work; this includes any subcontractor(s).

e) Utility Coordination: Include plan for coordinating shut-offs, capping, temporary services, and continuing utility services as applicable. Note that Owner will coordinate with Georgia Power to deenergize the project site prior to demolition work and Owner will be responsible for water shut-off. Contractor to coordinate with Owner 10 days in advance of mobilization to review and execute utility coordination needs.

f) Safety Plan: Provide a detailed safety plan for employees Plan must include fall protection for working at heights in accordance with OSHA Fall Protection Standard (29 CFR 1926 Subpart M) and provisions for handling lead paint in accordance with OSHA Standard (29 CFR 1926.62). Describe plan for containing airborne particles and/or volatized lead from flame cutting. Include list of local emergency facilities.

g) Site Plan: Provide site plan showing the following:

i. Proposed location of field equipment including cranes
ii. Staging and laydown areas for trucks and debris collection
iii. Temporary sanitary facilities
iv. Any locations of temporary barriers, lighting, temporary fencing
v. Any locations where Owner's fencing will require removal or modification will be removed, modified, and replaced by CCWA Forces, as required
vi. Any locations requiring clearing and grubbing to gain access. If applicable, indicated plans to restore site to the original condition.

h) Traffic Control: Describe plan for traffic control.

i) Address traffic control during all project phases (mobilization, active demolition, and demobilization).

ii) Provide evidence of plan acceptance from authorities having jurisdiction, including owner of each street, highway, and other travelled ways that will have traffic controls during construction.

i) Debris Disposal Plan:

i. Specify the steps that will be taken to confirm suitability of recycling and/or disposal of materials containing lead in accordance with the Resource Conservation and Recovery Act (RCRA) Laws and Regulations (40 CFR parts 260 through 273).

ii. Indicate proposed facilities where steel tank debris will be recycled and/or disposed of.

(1) Indicate recycle/disposal facilities for debris determined to be hazardous waste.

(2) Indicate recycle/disposal facilities for debris determined to be non-hazardous waste.

4) **Reference Projects.** Provide examples of at least three (3) recent projects including demolition of elevated water storage steel tanks of similar nature and scale completed within the last five (5) years that demonstrate the experience and capabilities of the project team's ability to successfully complete the work. Provide the following:

a) Project name and location
b) Brief description of project including tank size, tank height, removal methods, and description of disposal method for hazardous materials if applicable.
c) Owner name
d) Reference contact name, telephone number, and email
e) Start date
f) Completion date
g) Project cost

5) **SLBE Preference Points**
An incentive of up to 10 points ("preference points") will be given to all CCWA certified SLBE primes only depending on their business county of location. Please refer to Division 2, Section 8 of the RFP package.

2.10 Cost Proposal

Proposers shall submit a separate Cost Proposal through the Bonfire Portal. Cost information shall not appear in any other section of the proposal submission.

No other references or mentions of costs should be included in any other section of the proposal submittal. Only submit pricing information in the Bonfire Portal. Failure to follow these instructions will result in the submission being deemed non-responsive.

The Cost Proposal shall include lump sum pricing for each task category listed in the Cost Proposal Table. Proposers shall provide pricing sufficient to cover all labor, materials, equipment, and any other services necessary to complete the project.

CCWA reserves the right to negotiate costs with any and all Proposers that may be awarded work under this Request for Proposal. Additionally, CCWA reserves the right to negotiate parity in any and all costs with any and all Proposers at the sole discretion of CCWA.

2.11 Proposal Evaluation Criteria

All proposals will first be reviewed to ensure they meet the requirements outlined in the Request for Proposal (RFP) documents. Proposals that are deemed responsive will then be evaluated and ranked based on criteria items 1-4 listed below. SLBE Preference Points (Item 4), if applicable, will be assigned and factored into the evaluation score. The Cost (Item 5) will be opened and evaluated last. Final scores will be calculated by combining all applicable evaluation components to determine the highest-scoring proponent.

Item	Criteria	Points
1	Project Team Qualifications	25
2	Project Approach	35
3	Responses from Reference Projects	20
4	SLBE Preference Points – Up to 10 maximum points	10
5	Cost	20
	Total Points	**110**

2.12 Award Basis

An award will be made to the responsible and responsive Proposer whose Proposal is determined in writing to be the most advantageous to the CCWA, taking into consideration the evaluation factors set forth in the RFP.

2.13 Proposal Preparation Costs

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to CCWA.

2.14 EJCDC General Conditions

The EJCDC General Conditions are provided as a separate attachment to this solicitation in the Bonfire Portal and are incorporated herein by reference as though fully set forth in this solicitation. Proposers are responsible for reviewing and understanding all requirements contained therein.

END OF SECTION

Section 1: Instructions to Proposers for Construction Contract

INSTRUCTIONS TO PROPOSERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1 GENERAL INSTRUCTIONS AND TERMS

1.01 *General Instructions*

A. Proposals will be received at the time and manner set forth in the Advertisement.

B. Proposals must comply with the requirements of the Advertisement as well as Article 12 and Article 14 herein.

C. Solicitations must be submitted through the online Bonfire Portal at: https://ccwa.bonfirehub.com/. Submissions by other methods will not be accepted. Upon submission, all responses will be electronically time and date stamped once all documents have been successfully uploaded and received. As provided in Section 18.01, Owner may reject any or all Proposals.

D. Proposals may be withdrawn or modified only as provided in Article 15.

E. The Advertisement is incorporated herein by reference.

1.02 *Defined Terms*

A. Terms used in these Instructions to Proposers have the meanings indicated in the General Conditions and Supplementary Conditions, if any. Additional terms used in these Instructions to Proposers have the meanings indicated below:

1. Issuing Office – The office from which the Proposal Documents are to be issued, and which registers plan holders.

ARTICLE 2 PROPOSAL DOCUMENTS

2.01 Proposer shall obtain a complete set of Proposal Requirements and proposed Contract Documents (together, the "Proposal Documents") by downloading from the Bonfire Portal. See the Agreement for an initial list of the Contract Documents. It is Proposer's responsibility to determine that it is using a complete set of documents in the preparation of a Proposal. Proposer assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Proposer itself or by its prospective Subcontractors and Suppliers.

2.02 Proposal Documents are made available for the sole purpose of obtaining Proposals for completion of the Project, and permission to download or distribution of the Proposal Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers; provided that the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 The Proposal Documents Website is identified in the Advertisement. Owner requires that, for a Proposal to be considered, Proposer registers as a plan holder by downloading the documentation. Registered plan holders will receive Addenda issued by Owner via the Bonfire Portal.

2.04 *Electronic Documents*

A. When the Proposal Requirements indicate that electronic (digital) copies of the Proposal Documents are available, such documents will be made available to the Proposers as Electronic Documents in the manner specified.

1. Proposal Documents will be provided in Portable Document Format (.pdf) that is readable by the latest version of Adobe Acrobat Reader. Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents; Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the original version.

B. Unless otherwise stated in the Proposal Documents, Proposer may use and rely upon complete sets of Electronic Documents of the Proposal Documents, described in Section 2.04A above. However, Proposer assumes all risks associated with differences arising from transmission and receipt of Electronic Documents of Proposal Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Proposer's reliance upon such derived information.

ARTICLE 3 QUALIFICATIONS OF PROPOSERS

3.01 Proposer shall demonstrate to the reasonable satisfaction of Owner that it possesses sufficient qualifications, experience, and resources, including financial resources, to successfully perform all of its obligations under the Contract. Such experience and qualifications shall relate both to Proposer and to any individuals employed by Proposer that Proposer proposes to assign to the Project. In addition to the Corporate Experience Form, which shall be executed, notarized, and submitted with the Proposal, Proposer shall also provide such other reasonable information as may be subsequently requested by Owner in order to evaluate whether or not Proposer is qualified and responsible to perform the Contract.

3.02 Proposer is to submit the following information with its Proposal to demonstrate Proposer's qualifications to perform the Work:

A. A written statement that Proposer is authorized to do business in the state of Georgia, or a written certification that Proposer will obtain such authority prior to Contract award.

B. Proposer's state or other contractor license number, if applicable.

C. Georgia Utility Contractor License.

D. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

E. List of Major Subcontractors and Suppliers and qualification information. Major is defined as greater than 5% of the Proposal value.

F. Other required information regarding qualifications.

3.03 In order to perform public work, Proposer and its Subcontractors, if required by law, prior to Contract award, shall hold or obtain a Utility Contractor License.

3.04 *Nonresident Proposers*: Proposers subject to O.C.G.A. § 48-13-30 *et seq.* (Nonresident Contractors Statute) shall, prior to Contract award, comply with all requirements set forth in such law, and all other laws applicable to nonresident contractors to perform the Work of the Project.

3.05 A Proposer's failure to submit required qualification information within the times indicated may disqualify Proposer from receiving an award of the Contract.

3.06 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Proposer's qualifications.

3.07 *Specific Minimum Qualification*: Proposer and personnel performing demolition shall be experienced in elevated storage tank demolition work. Proposer must have performed at least five (5) similar-sized (0.5 to 1.0 MGD) elevated water storage steel tank demolition projects in the past five (5) years.

ARTICLE 4 PRE-PROPOSAL CONFERENCE

4.01 Pre-Proposal Conference:

A. ☐ A pre-Proposal conference <u>will not</u> be conducted for this Project.

B. ☒ A pre-Proposal conference <u>will</u> be conducted for this Project. The pre-Proposal conference is [☒ mandatory/ ☐ non-mandatory] and will be held at the time and location indicated in the Advertisement or Invitation to Proposal. Representatives of Owner and Engineer will be present to discuss the Project. As provided in the Advertisement, Proposers are either required or encouraged to attend and participate in the conference. For mandatory pre-Proposal conferences, Proposals will not be accepted from Proposers who do not attend the conference. It is each Proposer's responsibility to sign in at the pre-Proposal conference to verify its participation. Proposers must sign in using the name of the organization that will be submitting a Proposal. A list of qualified Proposers that attended the pre-Proposal conference and are eligible to submit a Proposal for this Project will be issued in an Addendum.

4.02 Information presented at the pre-Proposal conference does not alter the Proposal Requirements or Contract Documents. Owner will issue Addenda to make any changes to the Proposal Requirements or Contract Documents that result from discussions at the pre-Proposal conference. Information presented and statements made at the pre-Proposal conference will not be effective unless incorporated in an Addendum.

ARTICLE 5 SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; HOURS OF WORK; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Proposal Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. Grant Road Elevated Storage Tank: The existing Grant Road elevated tank is welded steel and has a capacity of 1,000,000 gallons. The tank was constructed in 1986 and was taken out of service and isolated from the distribution system in 2019. The tank has nine (9) legs plus a center riser support and is approximately 160 feet in height. Three (3) pipes (fill, drain, and overflow) enter the center riser support from a vault below. The Project site area is secured with chain-link fencing and is accessed by CCWA from Grant Road. The site is bordered by a commercial property (Walmart). A temporary construction easement will be obtained by CCWA for site access, equipment setup, and debris laydown/hauling. See Figure 1 Grant Road Demolition Plan in the Bonfire Portal.

   A condition assessment performed in 2024 revealed lead in the exterior paint coating. A copy of the inspection report and lead testing results have been provided as Attachment A Grant Road Elevated Storage Tank Inspection Report in the Bonfire Portal. Proximity of the tank to commercial properties and a heavily traveled road require that the tank is removed through disassembly using cranes. Removal of the tank by tipping will not be permitted. Otherwise, demolition methods and procedures shall be at the Contractor's discretion and shall be presented to the Owner for consideration as part of the proposal. Additionally, proper disposal of lead-based substances or other regulated substances associated with the tank demolition shall be the Contractor's sole responsibility and must be done in accordance with all applicable regulations.

2. Barnett Road Elevated Storage Tank: The existing Barnett Road elevated tank is welded steel and has a capacity of 500,000 gallons. The tank was constructed in 1963 and was taken out of service and isolated from the distribution system in 2014. The tank has seven (7) legs plus a center riser support and is approximately 122 feet in height. Three (3) pipes (fill, drain, and overflow) enter the center riser support from a vault below. The Project site area is secured with chain-link fencing and is accessed by CCWA from Old Dixie Road which is located on the property of Georgia Power. CCWA has a permanent easement for access to the elevated storage tank. The project site is bordered by three (3) industrial/commercial properties including CEMEX which also has a permanent easement on Old Dixie Road to support truck traffic for their operation. A temporary usage agreement will be obtained by the Owner for usage of the CEMEX property for site access, equipment setup, and debris laydown/hauling. See Figure 2 Barnett Road Demolition Plan in the Bonfire Portal.

   A condition assessment performed in 2024 revealed lead in the exterior paint coating. A copy of the inspection report and lead testing results have been provided as Attachment B Barnett Road Elevated Storage Tank Inspection Report. Proximity of the tank to commercial properties and heavily traveled road require that the tank is removed through disassembly using cranes. Removal of the tank by tipping will not be permitted. Otherwise, demolition methods and procedures shall be at the Contractor's discretion and shall be presented to the Owner for consideration as part of the proposal. Additionally, proper disposal of lead-based substances or other regulated substances associated with the tank demolition shall be the Contractor's sole responsibility and must be done in accordance with all applicable regulations.

3. The Proposal Documents and Contract Documents identify the following regarding the known existing conditions at or adjacent to the Site:

   a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

   b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

   c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

   d. Technical Data contained in such reports and drawings.

4. Any reports or drawings referenced above will be available on the Proposal Documents Website via an Addendum. These reports and drawings are not part of the Contract Documents, unless otherwise provided in the Contract Documents. The Technical Data contained therein upon whose accuracy Proposer is entitled to rely, as provided in the General Conditions, has been identified and established in the Contract Documents. Proposer is responsible for any interpretation or conclusion Proposer draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5. If the Contract Documents do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Section 5.05 of the General Conditions, and not in the drawings referred to in Section 5.05A of these Instructions to Proposers. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Hours of Work*

A. Removal of existing elevated tank within work hours as defined for each project site:

1. Grant Road:

   a. Sunday through Saturday (7 days per week), 7:00am to 7:00pm.

2. Barnett Road:

   a. Mobilization and demobilization: Sunday through Saturday (7 days per week), hours of work include 7:00am to 7:00pm.

   b. Active demolition:

      1) Friday: 1:00pm through 7:00pm;

      2) Sunday and Saturday: 7:00am to 7:00pm; and

      3) No active demolition is allowed Monday through Friday until Friday at 1:00pm.

5.04 *Other Site-related Documents*

A. In addition to the documents regarding existing Site Conditions referred to in Section 5.02A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Proposers for reference:

1. Attachment A Grant Road Elevated Storage Tank Inspection Report
2. Attachment B Barnett Road Elevated Storage Tank Inspection Report

Owner will make copies of these other Site-related documents available to any Proposer through the Proposal Documents Website.

Owner has not verified the contents of these other Site-related documents, and Proposer may not rely on the accuracy of any data or information in such documents. Proposer is responsible for any interpretation or conclusion Proposer draws from the other Site-related documents.

3. The other Site-related documents are not part of the Contract Documents.
4. Proposers are encouraged to review the other Site-related documents. The requirement to review and take responsibility for documentary Site information is stated in the Contract Documents.

5.05 *Site Visit and Testing by Proposers*

A. Proposer is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Proposer must not disturb any ongoing operations at the Site. **Proposals [☐ will / ☒ will not] be accepted from Proposers who do not visit the Site**. Late entries will not be accepted.

B. A Site visit is scheduled following the pre-Proposal conference.

C. A Site visit will be held at the time and location indicated in the Advertisement or invitation to Proposal.

D. Proposers visiting the Site are required to arrange their own transportation to the Site.

E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the Owner's contact for visiting the Site: **ccwa_procurement@ccwa.us**. If permitted, Proposer must conduct the Site visit during normal working hours. Such Site visits may be granted in Owner's sole discretion.

F. Deleted.

G. Upon request, Owner's Procurement & Compliance Office may, in its sole discretion, grant additional access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies to the extent necessary for preparing and submitting a successful Proposal.

H. Proposer must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

I. Proposer must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.06 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Contract Documents.

5.07 *Other Work at the Site*

A. The Contract Documents may identify the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Proposal Documents.

ARTICLE 6 PROPOSER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Proposal Form, Agreement*

A. The Proposal Form that each Proposer will submit contains express representations regarding the Proposer's examination of Project documentation, Site visit, and preparation of the Proposal, and certifications regarding lack of collusion or fraud in connection with the Proposal. Proposer should review these representations and certifications and assure that Proposer can make the representations and certifications honestly, accurately, and in good faith, before executing and submitting its Proposal.

B. If Proposer is awarded the Contract, Proposer (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Proposal Documents.

7.02 Proposer shall submit all questions about the meaning or intent of the Proposal Documents to the Issuing Office in writing via the Bonfire Portal. Contact information and submittal procedures for such questions are as follows:

A. It is the sole responsibility of each Proposer to notify the Issuing Office using the question/answer feature provided on the Bonfire Portal and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or error discovered in the Proposal Documents. All questions and requests for information received through the Bonfire Portal will be responded to by official written Addendum issued by the Issuing Office and uploaded to the Bonfire Portal as an Addendum. All Addenda are a part of the Proposal Documents, and each Proposer will be bound by such Addenda. It is the responsibility of each Proposer to read and comprehend all Addenda.

7.03 Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda via the Bonfire Portal. Questions received less than seven days prior to the date for opening of Proposals may not be answered.

7.04 Proposers must rely only on responses set forth in an Addendum and should not rely on oral and other interpretations or clarifications. Responses to questions are not part of the Contract Documents unless otherwise provided in the Contract Documents.

ARTICLE 8 PROPOSAL SECURITY

8.01 A Proposal must be accompanied by Proposal security made payable to Owner in an amount of five percent (5%) of Proposer's maximum Proposal price (determined by adding the base Proposal and all alternates, if applicable) and in the form of a Proposal bond issued by a surety meeting the requirements of Section 6.01 of the General Conditions, as modified by Owner. Such Proposal bond will be issued in the form included in the Proposal Documents. Submit a power of attorney, with an effective date no earlier than 120 days, for any attorneys-in-fact who sign a Proposal bond.

A. As an alternative to provide a Proposal bond, Proposer may deposit with Owner a cashier's check, or certified check in the same amount as the Proposal security provided in this section. Said deposit shall be made under the same conditions as the furnishing of a Proposal bond, and the disposition of said deposit shall be treated the same as a Proposal bond. The monetary deposit must be delivered in person, prior to the opening date and time to:

1600 Battle Creek Road
Morrow, GA 30260
ATTN: Procurement and Compliance Office

B. Owner's approval of the Proposal Security, whether a Proposal bond or monetary deposit, shall be a condition precedent to the Contract award.

8.02 The Proposal security of the apparent Successful Proposer will be retained until Owner awards the Contract to such Proposer, and such Proposer has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Proposal security will be released. If the Successful Proposer fails to execute and deliver the Contract and furnish the required Contract security within the time period provided in Section 20.01 after the Notice of Award, Owner may consider Proposer to be in default, annul the Notice of Award, and the Proposal security of that Proposer will be forfeited, in whole in the case of a penal sum Proposal bond.

A. If Owner fails to successfully execute the Contract as provided herein, the Successful Proposer, after the time period provided in Section 20.01, by written notice, may withdraw the signed Contract without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by Owner, and Owner shall promptly release the Proposal Security of the Successful Proposer.

8.03 The Proposal security of other Proposers that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the time provided by law, when Proposal security furnished by such Proposers will be released.

8.04 Proposal security of other Proposers that Owner believes do not have a reasonable chance of receiving the award will be released when required by law.

ARTICLE 9 CONTRACT TIMES

9.01 The number of days within which, or the dates, to achieve (a) Substantial Completion and (b) Final Completion, and (c) any Milestones are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or Final Completion are set forth in the Agreement.

ARTICLE 10 SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Proposal Documents without consideration during the Proposal and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 All prices that Proposer sets forth in its Proposal will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Proposal Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Proposal approvals of "or-equal" or substitution requests are made at Proposer's sole risk.

ARTICLE 11 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Proposer must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Proposal Documents or in the Specifications. If a prospective Proposer objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Proposer should refrain from submitting a Proposal.

11.02 The apparent Successful Proposer, and any other Proposer so requested, must submit to Owner, before or contemporaneously with execution of the Contract (but in all cases before execution of a binding subcontract or purchase order), a list of the Subcontractors or Suppliers proposed for portions of the Work in accordance with the General Conditions.

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Proposer to submit an acceptable substitute, in which case apparent Successful Proposer will submit a substitute, Proposer's Proposal price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Proposals and making the Contract award.

11.04 If apparent Successful Proposer declines to make any such substitution, Owner may award the Contract to the Proposer with the next highest score that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Proposal security of any Proposer.

ARTICLE 12 PREPARATION OF PROPOSAL

12.01 *Proposal Format*: All Proposals should include the information outlined below and be tabbed to denote the sections as noted:

A. **Cover Letter**. A one-page letter of introduction and interest on Proposer's letterhead.

B. Project Team. Provide an organizational chart and summary resumes of key personnel and any subcontractors proposed for the project. Specify the office/location for each person, and subcontractor (if applicable) identified along with the scope of work anticipated including subcontractors. Specify experience of personnel performing demolition with respect to their qualifications.

C. **Project Approach**. Provide the following items:

1. <u>Methods</u>: Describe site-specific approach for performing demolition work. Describe method used to cut/disassemble steel components. Describe measures to lower steel tank in pieces along with all associated structural components and appurtenances. Describe measures to contain cuttings/ torch slag on Project property and within the limits of the temporary easements.

2. <u>Impacts on Neighbors and Property Protection</u>: Describe how proposed demolition will affect Owner and others, including owners and occupants of properties at and adjacent to the Site and the public during each planned demolition step (mobilization, active demolition, and demobilization). Include plans to protect surrounding properties and buildings from project activities. Indicate any special preparations and provisions for protection of specific adjacent and nearby properties including but not limited to those indicated in the attached site plans (Please see Figures 1 & 2 in the Bonfire Portal).

3. <u>Schedule</u>: Provide detailed schedule indicating work activities with corresponding work time/days for the project mobilization, demolition, and demobilization phases, providing all details that will impact coordination with Owner and property owners adjacent to the site. Note that active demolition at the Barnett Road site may only be performed between the hours of 1:00pm on Friday through 7:00pm on Sunday.

4. <u>Field Personnel</u>: Indicate the number of field personnel/crews and equipment that will be dedicated to the work; this includes any subcontractor(s).

5. <u>Utility Coordination</u>: Include plan for coordinating shut-offs, capping, temporary services, and continuing utility services as applicable. Note that Owner will coordinate with Georgia Power to deenergize the project site prior to demolition work and Owner will be responsible for water shut-off. Contractor to coordinate with Owner 10 days in advance of mobilization to review and execute utility coordination needs.

6. Safety Plan: Provide a detailed safety plan for employees Plan must include fall protection for working at heights in accordance with OSHA Fall Protection Standard (29 CFR 1926 Subpart M) and provisions for handling lead paint in accordance with OSHA Standard (29 CFR 1926.62). Describe plan for containing airborne particles and/or volatized lead from flame cutting. Include list of local emergency facilities.

7. Site Plan: Provide site plan showing the following:

   a. Proposed location of field equipment including cranes

   b. Staging and laydown areas for trucks and debris collection

   c. Temporary sanitary facilities

   d. Any locations of temporary barriers, lighting, temporary fencing

   e. Any locations where Owner's fencing will require removal or modification will be removed, modified, and replaced by CCWA Forces, as required

   f. Any locations requiring clearing and grubbing to gain access. If applicable, indicated plans to restore site to the original condition

8. Traffic Control: Describe plan for traffic control.

   a. Address traffic control during all project phases (mobilization, active demolition, and demobilization).

   b. Provide evidence of plan acceptance from authorities having jurisdiction, including owner of each street, highway, and other travelled ways that will have traffic controls during construction.

9. Debris Disposal Plan:

   a. Specify the steps that will be taken to confirm suitability of recycling and/or disposal of materials containing lead in accordance with the Resource Conservation and Recovery Act (RCRA) Laws and Regulations (40 CFR parts 260 through 273).

   b. Indicate proposed facilities where steel tank debris will be recycled and/or disposed of.

      1) Indicate recycle/disposal facilities for debris determined to be hazardous waste.

      2) Indicate recycle/disposal facilities for debris determined to be non-hazardous waste.

D. **Reference Projects**. Provide examples of at least three (3) recent projects including demolition of elevated water storage steel tanks of similar nature and scale completed within the last five (5) years that demonstrate the experience and capabilities of the project team's ability to successfully complete the work. Provide the following:

1. Project name and location

2. Brief description of project including tank size, tank height, removal methods, and description of disposal method for hazardous materials if applicable.

3. Owner name

4. Reference contact name, telephone number, and email.

5. Start date
6. Completion date
7. Project cost

12.02 The Proposal Forms are included with the Proposal Documents

A. To receive consideration, Proposals must be received prior to the Proposal opening date and time stated. Unless otherwise specified, Proposers must use the Proposal Forms provided by the Issuing Office. Proposals are only accepted through the Bonfire Portal. No paper Proposals will be considered. Proposals will be publicly opened through a virtually held meeting. Proposals will be tabulated and made available for review by Proposers and the public via the Bonfire Portal under Public Files.

B. A Proposal price must be indicated for each section, Proposal item, alternate, adjustment unit price item, and unit price item listed therein.

C. Proposal prices must be written in both words and numerals where required; in the event of a conflict, the words shall govern.

D. If the Proposal Form expressly indicates that submitting pricing on a specific alternate item is optional, and Proposer elects to not furnish pricing for such optional alternate item, then Proposer may enter the words "No Proposal" or "Not Applicable."

12.03 A Proposal by a business entity shall list the correct entity name as listed with the Office of the Secretary of State of the State of Georgia.

12.04 A Proposal by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.05 A Proposal by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.06 A Proposal by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.07 A Proposal by an individual must show the Proposer's full legal name (and any "dba" name) and official address.

12.08 A Proposal by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Proposal Form. The joint venture must have been formally established prior to submittal of a Proposal, and the official address of the joint venture must be shown.

12.09 All names must be typewritten or printed in ink below the signatures.

12.10 The Proposal must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Proposal Form. Failure to acknowledge receipt may be considered nonconformance as cause for the Proposal to be rejected.

12.11 Postal and e-mail addresses and a telephone number for communications regarding the Proposal must be shown.

12.12 The Proposal must contain evidence of Proposer's authority and qualification to do business in the state of Georgia.

12.13 If Proposer is required to be licensed to submit a Proposal or perform the Work in the state where the Project is located, the Proposal must contain evidence of Proposer's licensure, or Proposer must certify in writing that it will obtain such licensure within the time for acceptance of Proposals and attach such certification to the Proposal. Proposer's Georgia Utility Contractor license number for the State of Georgia must also be shown on the Proposal Form.

ARTICLE 13 BASIS OF PROPOSAL

13.01 *Lump Sum or Guaranteed Maximum Price*

A. Proposers must submit a Proposal as a lump sum, guaranteed maximum price, or any other basis set forth in Bid Table on the Bonfire Portal.

13.02 *Base Proposal with Alternates*

A. Proposers must submit a base Proposal and include separate pricing (lump sum or guaranteed maximum prices, as applicable) for each alternate described in the Proposal Documents and as provided for in the Proposal Form. The price for each alternate selected by Owner will be added to or deleted from the base Proposal.

B. In the comparison of Proposals, alternates will be applied in the same order of priority as listed in the Proposal Form.

13.03 *Unit Price*

A. Proposers must submit a Proposal on a unit price basis for each item of Work listed in the Bid Table on the Bonfire Portal.

B. The "Proposal Price" (sometimes referred to as the extended price) for each unit price Proposal item will be the product of the "Estimated Quantity," which Owner or its representative has set forth in the Bid Table on the Bonfire Portal, for the item and the corresponding "Proposal Unit Price" offered by the Proposer. The total of all unit price Proposal items will be the sum of these "Proposal Prices"; such total will be used by Owner for Proposal comparison purposes. The final quantities and Contract Price will be determined in accordance with Section 13.03 of the General Conditions.

13.04 *Allowances*

A. For cash allowances, the Proposal price must include such amounts as the Proposer deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Section 13.02.B of the General Conditions.

13.05 *Proposed Labor and Equipment Rates*

A. Proposers must submit proposed labor and equipment rates for Work anticipated under the Contract. If accepted by Owner in its sole discretion, such rates will be used in any Change Proposal under Section 11.09.B.1 of the General Conditions.

B. Upon request to all Proposers, each Proposer must provide documentation supporting such equipment and labor rates.

ARTICLE 14 SUBMITTAL OF PROPOSAL

14.01 The Proposal, including the Proposal Form and supplements (if any), is to be completed and submitted with the Proposal security and other documents required with the Proposal by Article 2 of the Proposal Form.

14.02 A Proposal must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to Proposal and must be submitted online through the Bonfire Portal. No paper Proposals shall be considered.

14.03 Only one Proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to Owner that any Proposer has an interest (whether direct or indirect) in more than one Proposal for the Project, all Proposals in which such Proposer has an interest will be rejected.

14.04 Proposals received after the prescribed date and time, not submitted at the correct location, or not submitted in the designated manner set forth in the Instructions to Proposers, will not be accepted and will be returned to the Proposer unopened.

14.05 Information submitted by Proposer shall be subject to disclosure after Proposal award in accordance with the Geogia Open Records Act. Proprietary information must be identified and accompanied by a signed affidavit outlining the redacted information (or to be redacted). Entire Proposals may not be deemed proprietary. A Proposer must indemnify, defend, and hold harmless Owner against any costs or losses resulting from Owner's retention of any document or information submitted or labeled by such Proposer as proprietary or confidential.

ARTICLE 15 MODIFICATION AND WITHDRAWAL OF PROPOSAL

15.01 If permitted by law, a sealed Proposal may be withdrawn prior to the Proposal deadline by following the guidelines within the Bonfire Portal.

15.02 If permitted by law, a Proposer that wishes to modify its Proposal prior to Proposal opening must follow the requirements within the Bonfire Portal.

15.03 If within 48 hours after Proposals are opened, any Proposer files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, the Proposer may, if permitted by law, withdraw its Proposal, and the Proposal security will be returned. Thereafter, if the Work is readvertised, the Proposer will be disqualified from further Proposal on the Work.

ARTICLE 16 OPENING OF PROPOSALS

16.01 Proposals will be opened at the time and place indicated in Division 1: Section 1.

ARTICLE 17 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Proposals will remain subject to acceptance for the period of time stated in the Proposal Form, but Owner may, in its sole discretion, release any Proposal and return the Proposal security prior to the end of this period.

ARTICLE 18 EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals, and to reject the Proposal of any Proposer if Owner believes that it would not be in the best interest of the Owner to make an award to that Proposer, whether because: (A) the Proposal is not responsive: (B) Proposer is not responsible or is unqualified or of doubtful financial ability; or (C) Proposer fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all minor Proposal informalities or technicalities.

18.02 Discrepancies in the quantity multiplied by unit price and the extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

18.03 Owner will reject the Proposal of any Proposer that Owner finds to not be responsible.

18.04 If Proposer purports to add terms or conditions to its Proposal, takes exception to any provision of the Proposal Documents, or attempts to alter the contents of the Contract Documents for purposes of the Proposal, whether in the Proposal itself or in a separate communication to Owner or Engineer, then Owner may reject the Proposal as nonresponsive.

18.05 If Owner awards the contract for the Work, such award will be to the responsible and responsive Proposer whose Proposal is determined in writing to be the most advantageous to Owner, taking into consideration the evaluation factors set forth in the Proposal Documents.

18.06 *Evaluation of Proposals*: Proposal responsiveness will be evaluated by Owner's evaluation team and ranked based on the following criteria. The Proposer submitting a responsive and responsible Proposal determined most advantageous to Owners shall be awarded the project.

Item	Criteria	Points
1	Project Team Qualifications	25
2	Project Approach	35
3	Responses from Reference Projects	20
4	SLBE Preference Points – Up to 10 maximum points	10
5	Price	20
Total Possible Points		**110**

18.07 In evaluating whether a Proposer is responsible, Owner will consider the qualifications of the Proposer and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Proposal Documents.

18.08 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Proposers and any proposed Subcontractors or Suppliers.

18.09 If the Contract is to be awarded, Owner will issue a Notice of Award to the Successful Proposer within the time stated in the Advertisement or, if no time is stated therein, within 60 days after the day of the Proposal opening.

18.10 The selected Proposer will be given written notification of selection, and Owner reserves the right to negotiate further with the Successful Proposer. However, the Contract must be executed by the Successful Proposer prior to the commencement of any Work or other provision of services.

18.11 In the event that, after the acceptance of a Proposal by the Board of Directors of Owner, any unsuccessful Proposer wishes to contest such action, such Proposer must comply with Owner's Procurement Policy and Procedures Manual, effective July 7, 2023, which may be amended from time to time, or similar procedure established by or on behalf of Owner's Board of Directors. If no such procedure then exists, then the following requirements apply:

A. Proposer will submit a written "Notice of Contest" to Owner's Procurement Officer no later than the close of business on the fifth (5th) business day after the selection of the Successful Proposer by the Board.

B. Said Notice shall be an express condition precedent to the right of any Proposer to challenge or contest any award or to otherwise contend that it should have been awarded the Contract. Failure to timely file such Notice shall forever preclude the filing of a contest of the award, or any civil action in any state or federal court.

ARTICLE 19 BONDS AND INSURANCE

19.01 The Contract Documents, including (without limitation) Article 6 of the General Conditions, as modified by Owner, set forth Owner's requirements as to performance and payment bonds, other required bonds, and insurance. When the Successful Proposer delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Proposal Security, of these Instructions, addresses any requirements for providing Proposal bonds as part of the Proposal process.

ARTICLE 20 SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Proposer, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 days thereafter, Successful Proposer must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Proposer, together with printed and electronic copies of the Contract Documents as stated in Section 2.02 of the General Conditions.

ARTICLE 21 SALES AND USE TAXES

21.01 *Proposer must include in their Proposal all sales, consumer, use and other similar taxes required to be paid in accordance with the Laws and Regulations applicable during the performance of the Work. Owner is exempt from taxes, but the Successful Proposer shall pay all taxes required by law. Owner cannot exempt others from tax. Owner's State Sales tax exemption number is 58-6000828.*

ARTICLE 22 MBE/WBE/DBE PARTICIPATION

22.01 It is the policy of the Owner to promote award of subcontracts for goods and services to qualified minority, women, and disadvantaged-owned businesses. Proposers are encouraged to solicit minority, women, and disadvantaged-owned businesses whenever they are potential sources.

22.02 Proposers are encouraged to use 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, women, and disadvantaged-owned businesses.

22.03 The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at: *Disadvantaged Business Enterprise (DBE) - GDOT*

22.04 The Successful Proposer will be asked to provide, along with the Request for Payment each month, a list of qualified MBE/WBE/DBE businesses utilized on the Project and dollar amounts of MBE/WBE/DBE contracts.

ARTICLE 23 SLBE PARTICIPATION

23.01 Owner has implemented a Small Local Business Enterprise (SLBE) Program to promote full and open competition in all government procurement and purchasing.

23.02 Goals for participation of Small Local Business Enterprises (SLBEs) are set on a contract-by-contract basis for each specific prime contract with subcontracting possibilities.

23.03 Owner desires to ensure that Proposers are non-discriminatory in the process of selecting subcontractors. Owner also desires to encourage Proposer to utilize small, minority, or woman-owned businesses whenever possible.

ARTICLE 24 AGE DISCRIMINATION

24.01 No Proposer or Subcontractor, nor any person on its behalf, shall refuse to hire, employ, or license, nor bar or discharge from employment, any individual between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction, provided that individual is qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to such individual or for which such individual applies.

ARTICLE 25 PREVAILING WAGES

25.01 The Work provided in the Proposal Documents is to be paid for by public funds; therefore, minimum prevailing wage rates required or published by the State of Georgia are applicable.

ARTICLE 26 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

26.01 Pursuant to the Georgia Security and Immigration Compliance Act of 2006, Proposer understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of the Contract. Proposer further agrees that such compliance shall be attested by Proposer and any Subcontractors by execution of the appropriate Affidavit and Agreement included in the Proposal Documents.

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	AS APPLICABLE (Marked with an "X")

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

❑ **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.

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

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.

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	$500,000
	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 Proposal Submittals

3.1 Proposal Submittal Requirements:

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

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

A. Cost Proposal Form – *Proposers must submit their completed and signed Cost Proposal Form.* ❑

B. Proposer Qualification Information Form, including References. Failure to provide satisfactory references will result in the proposal being deemed non-responsive. ❑

C. Georgia Security and Immigration Compliance Act of 2006 form. ❑

D. Contractor Affidavit and Agreement form. ❑

E. Subcontractor Affidavit form. 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 proposal MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

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

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

G. Non-Collusion Certificate. ❑

H. Certification of Absence of Conflict of Interest. ❑

I. Vendor Information Form. *Company name must match the W-9 Form.* ❑

J. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the Georgia Secretary of State.* ❑

K. Copies of all licenses required to perform the work (if applicable). ❑

L. Proposers' corporate minutes that include officers' names and titles with authority to sign contracts. ❑

M. Any other items as required in this RFP including but not limited to the items contained in the Instructions to Proposers, Proposal Form and Specifications sections. ❑

N. All addenda issued. ❑

O. Documentation verifying experience performing at least five (5) elevated water storage steel tank demolition projects in the past five (5) years. ❑

P. Georgia Bid Bond ❑

Q. Qualifications Statement with supporting data. ❑

3.2 Required Post Award Submittals:

The following is required from the successful Proposers:

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. Performance Bond

E. Payment Bond

END OF SECTION

PROPOSAL FORM FOR CONSTRUCTION CONTRACT

The terms used in this Proposal with initial capital letters have the meanings stated in the Instructions to Proposers, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND PROPOSER

1.01 This Proposal is submitted to the Clayton County Water Authority via the Bonfire Portal.

1.02 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform all Work as specified or indicated in the Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

ARTICLE 2—ATTACHMENTS TO THIS PROPOSAL

2.01 The following documents are submitted with and made a condition of this Proposal:

A. Proposal Documents, as follows:

1. **Cover Letter**. A one-page letter of introduction and interest on Proposer's letterhead.

2. **Project Team**. Provide an organizational chart and summary resumes of key personnel and any subcontractors proposed for the project. Specify the office/location for each person, and subcontractor (if applicable) identified along with the scope of work anticipated including subcontractors. Specify experience of personnel performing demolition with respect to their qualifications.

3. **Project Approach**. Provide the following items:

   a. <u>Methods</u>: Describe site-specific approach for performing demolition work. Describe method used to cut/disassemble steel components. Describe measures to lower steel tank in pieces along with all associated structural components and appurtenances. Describe measures to contain cuttings/ torch slag on Project property and within the limits of the temporary easements.

   b. <u>Impacts on Neighbors and Property Protection</u>: Describe how proposed demolition will affect Owner and others, including owners and occupants of properties at and adjacent to the Site and the public during each planned demolition step (mobilization, active demolition, and demobilization). Include plans to protect surrounding properties and buildings from project activities. Indicate any special preparations and provisions for protection of specific adjacent and nearby properties including but not limited to those indicated in the attached site plans.

   c. <u>Schedule</u>: Provide detailed schedule indicating work activities with corresponding work time/days for the project mobilization, demolition, and demobilization phases, providing all details that will impact coordination with Owner and property owners adjacent to the site. Note that active demolition at the Barnett Road site may only be performed between the hours of 1:00pm on Friday through 7:00pm on Sunday.

d. Field Personnel: Indicate the number of field personnel/crews and equipment that will be dedicated to the work; this includes any subcontractor(s).

e. Utility Coordination: Include plan for coordinating shut-offs, capping, temporary services, and continuing utility services as applicable. Note that Owner will coordinate with Georgia Power to deenergize the project site prior to demolition work and Owner will be responsible for water shut-off. Contractor to coordinate with Owner 10 days in advance of mobilization to review and execute utility coordination needs.

f. Safety Plan: Provide a detailed safety plan for employees Plan must include fall protection for working at heights in accordance with OSHA Fall Protection Standard (29 CFR 1926 Subpart M) and provisions for handling lead paint in accordance with OSHA Standard (29 CFR 1926.62). Describe plan for containing airborne particles and/or volatized lead from flame cutting. Include list of local emergency facilities.

g. Site Plan: Provide site plan showing the following:

  1) Proposed location of field equipment including cranes

  2) Staging and laydown areas for trucks and debris collection

  3) Temporary sanitary facilities

  4) Any locations of temporary barriers, lighting, temporary fencing

  5) Any locations where Owner's fencing will require removal or modification will be removed, modified, and replaced by CCWA Forces, as required

  6) Any locations requiring clearing and grubbing to gain access. If applicable, indicated plans to restore site to the original condition

h. Traffic Control: Describe plan for traffic control.

  1) Address traffic control during all project phases (mobilization, active demolition, and demobilization).

  2) Provide evidence of plan acceptance from authorities having jurisdiction, including owner of each street, highway, and other travelled ways that will have traffic controls during construction.

i. Debris Disposal Plan:

  1) Specify the steps that will be taken to confirm suitability of recycling and/or disposal of materials containing lead in accordance with the Resource Conservation and Recovery Act (RCRA) Laws and Regulations (40 CFR parts 260 through 273).

  2) Indicate proposed facilities where steel tank debris will be recycled and/or disposed of.

    i) Indicate recycle/disposal facilities for debris determined to be hazardous waste.

    ii) Indicate recycle/disposal facilities for debris determined to be non-hazardous waste.

4. **Reference Projects**. Provide examples of at least three (3) recent projects including demolition of elevated water storage steel tanks of similar nature and scale completed within the last five (5) years that demonstrate the experience and capabilities of the project team's ability to successfully complete the work. Provide the following:

   a. Project name and location

   b. Brief description of project including tank size, tank height, removal methods, and description of disposal method for hazardous materials if applicable.

   c. Owner name

   d. Reference contact name, telephone number, and email.

   e. Start date

   f. Completion date

   g. Project cost

B. Georgia Bid Bond;

C. List of Proposed Subcontractors;

D. List of Proposed Suppliers;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Proposals;

F. Contractor's license number as evidence of Proposer's State Contractor's License or a covenant by Proposer to obtain said license within the time for acceptance of Proposals;

G. Required Proposer Qualification Statement with supporting data;

H. Statement of Noncollusion;

I. Certification of Absence of Conflict of Interest;

J. Georgia Security and Immigration Compliance Act of 2006 Form and Affidavits;

K. W-9 Form; and

L. Vendor Information Form

ARTICLE 3—BASIS OF PROPOSAL—LUMP-SUM FEE

3.01 *Lump Sum Proposal*

A. Proposer will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

ARTICLE 4—TIME OF COMPLETION

4.01 Proposer agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Proposer agrees that timely completion of the Project has value to Owner, and Proposer accepts the provisions of the Agreement as to liquidated damages. Such provision is incorporated herein by reference.

A. Liquidated damages for delay in Substantial Completion: **$1,500.00** per calendar day

B. Liquidated damages for delay in Final Completion: **$1,500.00** per calendar day

ARTICLE 5—PROPOSER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Proposal Acceptance Period*

A. This Proposal will remain subject to acceptance for 60 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

5.02 *Instructions to Proposers*

A. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security.

5.03 *Receipt of Addenda*

A. Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—PROPOSER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Proposer's Representations*

A. In submitting this Proposal, Proposer represents the following:

1. Proposer has examined and carefully studied the Proposal Documents, including Addenda.

2. Proposer has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Proposer is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Proposer has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Proposer has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Proposer has considered the information known to Proposer itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Proposal Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer, if selected as Contractor; and (c) Proposer's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Proposer agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Proposal Documents.
9. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Proposal constitutes an incontrovertible representation by Proposer that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents.
12. The Proposal amounts stated in the Proposal include specific consideration for the insurance coverages specified in the General Conditions, as modified, and in the Supplementary Conditions, if any.
13. Proposer acknowledges and accepts Contractor's representations as more fully set forth in the Agreement.
14. Proposer accepts all terms and conditions of the Proposal Documents.

6.02 *Proposer's Certifications*

A. The Proposer certifies the following:

1. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal.
3. Proposer has not solicited or induced any individual or entity to refrain from proposing.

4. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process.

    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of Owner, (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

    c. Collusive practice means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels.

    d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

PROPOSER hereby submits this Proposal as set forth above:

Proposer:

____
(typed or printed name of organization)

By: ____
(individual's signature)

Name: ____
(typed or printed)

Title: ____
(typed or printed)

Date: ____
(typed or printed)

If Proposer is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: ____
(individual's signature)

Name: ____
(typed or printed)

Title: ____
(typed or printed)

Date: ____
(typed or printed)

Address for giving notices:

____

____

Proposer's Contact:

Name: ____
(typed or printed)

Title: ____
(typed or printed)

Phone: ____

Email: ____

Address:

____

____

____

Proposer's Contractor License No.: (if applicable) ___________________________

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 Proposal for the **Elevated Storage Tanks Removal** project, and said Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Proposal 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 Proposal and the documents, titled: **Elevated Storage Tanks Removal.**

WHEREAS, it was a condition precedent to the submission of said Proposal 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 Proposal as a guarantee that the Proposer 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_____________________________________

Section 6: Proposer Qualification Information

COMPANY NAME OF PROPOSER: ______________________________

____

NUMBER OF YEARS IN BUSINESS ______________________________

BUSINESS ADDRESS OF COMPANY: ______________________________

____

____

TELEPHONE NUMBER: ______________________________

POINT OF CONTACT NAME: ______________________________

POINT OF CONTACT 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: ______________________________

____

____

REFERENCES

The proposal must contain at least three (3) references of similar experience in the past five (5) years. References must include a contact person, address, and phone number. **The Clayton County Water Authority should not be included as a reference.**

COMPANY/GOV'T ENTITY NAME: ____

CONTACT NAME: ____

ADDRESS: ____

PHONE NUMBER: ____

COMPANY/GOV'T ENTITY NAME: ____

CONTACT NAME: ____

ADDRESS: ____

PHONE NUMBER: ____

COMPANY/GOV'T ENTITY NAME: ____

CONTACT NAME: ____

ADDRESS: ____

PHONE NUMBER: ____

COMPANY/GOV'T ENTITY NAME: ____

CONTACT NAME: ____

ADDRESS: ____

PHONE NUMBER: ____

COMPANY/GOV'T ENTITY NAME: ____

CONTACT NAME: ____

ADDRESS: ____

PHONE NUMBER: ____

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: ______________________________

CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road | Morrow, Georgia 30260
Phone: (770) 960-5223 | Web Site: www.ccwa.us

CONTRACTOR AFFIDAVIT AND AGREEMENT FORM

SECTION A – Project Information / Contractor's Employee Status / General Attestations

____
Name of Project

Check one:
- ☐ Contractor currently employs eleven (11) or more employees
- ☐ Contractor has less than eleven (11) employees

The undersigned contractor ("Contractor") executes this Affidavit and Agreement Form ("Affidavit") to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party with Clayton County Water Authority that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor acknowledges and agrees that Contractor will contract for the performance of services in satisfaction of the Project only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91. Contractor agrees to maintain such affidavits for inspection upon request of Clayton County Water Authority.

b) The Contractor acknowledges and agrees that this Affidavit is incorporated into any contract or purchase order for the Project and shall survive any renewal or extension thereof.

SECTION B – Contractor With Eleven (11) or More Employees (E-Verify Registration Required) (Complete Only If Applicable)

By completing the information in this Section, the Contractor further attests as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

_______________________________________ _______________________________________
*Enter Identification Number as Checked Above *Date of Authorization/Issuance

_______________________________________ _______________________________________
*Legal Name of Contractor *Name of Project

____
*Street Address, City, State, Zip Code

**Required Entries*

SECTION C – Contractor With Less Than Eleven (11) Employees (Complete Only If Applicable)

☐ By checking this box, Contractor certifies that Contractor has less than eleven (11) employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part of the above-referenced Project.

☐ By checking this box, Contractor acknowledges that Contractor must attach a copy of the front and back of their state issued driver's license or state issued identification card to this submission of this affidavit.

SECTION D – Execution (Completion Required by All)

I hereby declare under penalty of perjury that the foregoing is true, correct, and complete. I understand and acknowledge that knowingly and willfully making a false, fictitious, or fraudulent statement or representation in this Affidavit constitutes a violation of O.C.G.A. § 16-10-20 and may subject the Contractor to criminal prosecution, termination of any Contract or Purchase Order, or both.

Executed this ___________ of ______, (month) 20 ______, in __________ (City), ________ (State).

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF __________, 20 ____.

_______________________________________ _______________________________________
NOTARY PUBLIC My Commission Expires

GUIDELINES & GENERAL INFORMATION
CONTRACTOR AFFIDAVIT AND AGREEMENT FORM

The following guidance is provided for informational purposes only and does not supersede, modify, or constitute a legal interpretation of Official Code of Georgia Annotated (O.C.G.A.) § 13-10-91. Contractors remain solely responsible for ensuring compliance with applicable law when completing the Affidavit and Agreement Form. In the event of any conflict between this guidance and the statute, the statute shall control.

Pursuant to O.C.G.A. § 13-10-91(b), a public employer (Clayton County Water Authority) shall not enter into a contract for the physical "performance of services" unless the contractor is registered with and participates in the federal work authorization program (E-Verify). Before any Solicitation, Purchase Order or Contract for such services is considered, the contractor must submit a signed and notarized affidavit. **NOTE: A Purchase Order (PO) is considered a contract pursuant to O.C.G.A. § 13-10-91.**

TOPIC 1: APPLICABILITY

These requirements apply to any **contract** or **purchase order** involving the **physical performance of services** exceeding **$2,499.99**.

"**Physical performance of services**" means any performance of labor or services for a public employer using a bidding process or by contract or purchase order and includes, but is not limited to:

- Routine operation, repair, and maintenance of facilities or office space;
- Services necessary for normal business operations (e.g., IT support, janitorial services, equipment repair); and
- Professional and consulting services.

TOPIC 2: CONTRACTOR AFFIDAVIT REQUIREMENT

- Contractors must submit a signed and notarized Contractor Affidavit and Agreement Form ("Affidavit") confirming registration and participation in the federal work authorization program **before contract award or purchase order issuance**.
- If a contractor enters into **multiple contracts** with the public employer within a calendar year, a **separate affidavit is required for each Contract and/or Purchase Order**.

TOPIC 3: SUBCONTRACTORS

If the contractor intends to use subcontractors, the contractor is responsible for obtaining a signed and notarized affidavit from **each subcontractor** and ensuring compliance with O.C.G.A. § 13-10-91.

TOPIC 4: STATEWIDE CONTRACT VENDORS

- If the vendor is on a **statewide contract**, E-Verify information may be obtained from the supplier records maintained by the **Georgia Department of Administrative Services (DOAS)**.
- In such cases, a separate affidavit is not required.

TOPIC 5: GENERAL COMPLIANCE GUIDANCE

- Public employers and contractors are encouraged to **err on the side of caution**.
- If there is uncertainty as to whether an affidavit is required, requesting one is acceptable and recommended to ensure compliance.

TOPIC 6: EXEMPTIONS

Contractors With Less Than Eleven (11) Employees

- Contractors with **less than eleven (11) employees** are not eligible to obtain an E-Verify number.
- The Clayton County Water Authority must document the contractor's authorization to be in the United States by verifying acceptable identification, such as:
  - A **state-issued driver's license** from a state that verifies immigration status through its licensing or renewal process; or
  - Other acceptable identification, including a **U.S. passport** or **military ID**.

Foreign Companies

- Foreign companies that do not have an E-Verify number are not required to submit information related to Title 13 of the O.C.G.A.
- If the foreign company or its personnel will enter the United States, the public employer must verify that the required authorization to enter the U.S. has been obtained.

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 Proposers 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 proposal amount to be discounted for evaluation purposes in determining the lowest responsive, responsible Proposer, while the original proposal 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 proposal with a 7% bid discount would be evaluated at $92,500. However, $100,000 would be paid to the successful proposer.

☑ **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		**NON-SLBE Proposal**	
General Requirements	40	General Requirements	40
Technical Requirements	30	Technical Requirements	30
SLBE Preference Points –Clayton	10	No SLBE Preference	0
TOTAL POINTS	**80**	**TOTAL POINTS**	**70**

8.3 SLBE Conclusion

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

The use of Certified CCWA SLBE Firms as subcontractors will not establish eligibility to receive Proposal 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 Proposer 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 Proposal Discount or Preference Points, a copy of their valid CCWA SLBE Certification Letter shall be provided with their solicitation response.

END OF SECTION

Section 1: Agreement Between Owner and Contractor For Construction Contract (Lump-Sum Fee) - Sample Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (LUMP-SUM FEE)

This Agreement is by and between **Clayton County Water Authority, a political subdivision organized and existing under the laws of the State of Georgia,** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions. Owner and Contractor hereby agree as follows:

ARTICLE 1 WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The work generally includes but is not limited to providing all supervision, labor, equipment, materials and miscellaneous supplies to complete the following major work items:

A. Project mobilization.

B. Removal of two (2) existing tanks located at two (2) separate project sites.

C. Disposal of Demolition Debris.

ARTICLE 2 THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Remove the existing Grant Road and Barnett Road elevated steel storage tanks. The project sites are as follows:

- Grant Road Elevated Storage Tank (1.0 million gallon) located at: 4342 Grant Road, Ellenwood GA, 30294
- Barnett Road Elevated Storage Tank (0.5 million gallon) located at: 101 Barnett Road, Forest Park, GA 30297

ARTICLE 3 ENGINEER

3.01 The Owner has retained [insert name of engineering firm] ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in an agreement between Owner and Engineer.

3.02 The part of the Project that pertains to the Work has been designed by [insert "Engineer" if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].

ARTICLE 4 CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Substantial Completion and Final Completion*

A. Contractor shall achieve Substantial Completion no later than 120 days after the date when the Contract Times commence to run as provided in Section 4.01 of the General Conditions ("Substantial Completion Deadline"), and shall achieve Final Completion within 120 days after the date when the Contract Times commence to run ("Final Completion Deadline").

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that Owner will suffer financial and other losses if Substantial Completion, Final Completion, and any Milestones are not achieved within the time set forth in this Article 4. The parties recognize that timely completion of the Work within the Contract Times has value to the Owner. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed within such time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,500.00 for each day after the Substantial Completion Deadline until Substantial Completion.

2. *Final Completion:* After Substantial Completion, Contractor shall pay Owner $1,500.00 for each day after the Final Completion Deadline until Final Completion.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently.

4. The parties acknowledge and agree that the liquidated damages set forth in this Section 4.04 are reasonable estimates of Owners damages resulting from Contractor's failure to achieve Milestones, Substantial Completion, and Final Completion within the Contract Times.

B. The liquidated damages set forth in this Section 4.04 do not compensate Owner for the special damages specified in Section 4.05, which Owner may recover in addition to any liquidated damages.

4.04 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed against Owner as a direct result of the Contractor's failure to achieve Substantial Completion by the Substantial Completion Deadline, and (2) for the costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services required after the Substantial Completion Deadline until Substantial Completion.

B. After Contractor achieves Substantial Completion, if Contractor fails to achieve Final Completion by the Final Deadline, Contractor shall reimburse Owner for the costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services required after the Final Completion Deadline until Final Completion.

C. The special damages imposed in this Section are supplemental to any liquidated damages for delayed completion established in Section 4.04.

ARTICLE 5 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of $**[number]**.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
				$	$
				$	$
				$	$
				$	$
				$	$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**[number]**.

ARTICLE 6 CHANGES IN THE CONTRACT PRICE

6.01 *Limitation on Modifications.*

A. Contractor acknowledges and agrees that Owner is a subdivision of the State of Georgia and, as such, is entitled to the protection of sovereign immunity. As set forth in Article I, Section II, Paragraph IX of the 1983 Georgia Constitution, sovereign immunity is waived "as to any action *ex contractu* for the breach of any written contract." Contractor specifically acknowledges the constitutional and contractual requirements that changes, modifications, and waivers to this Contract must be in writing and specifically executed by Owner as set forth in the Contract Documents and applicable laws. Accordingly, Contractor expressly acknowledges the constitutional prohibition of claims (including Claims) against Owner based solely upon oral statement, course of conduct, customs of the trade, quasi-contract, unjust enrichment, quantum meruit, or O.C.G.A. § 13-4-4 (mutual departure from contract terms).

B. Regarding the limited authority of representatives of Owner, see Section 2.04.C of the General Conditions.

ARTICLE 7 PAYMENT PROCEDURES

7.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

7.02 *Progress Payments; Retainag*e

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the [**INSERT ORDINAL DAY OF THE MONTH**] day of each month during construction as provided in Sections 10.02B.1 and 10.02B.2, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract Documents. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, in the event there is no Schedule of Values, as provided elsewhere in the Contract Documents.

B. Progress Payments

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents.

   a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).

   b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work, but in compliance with Section 15.01.B.2 of the General Conditions (with the balance being retainage).

2. Upon Substantial Completion, within thirty days after receipt of an Application for Payment required by and in compliance with Section 15.07.A of the General Conditions and any other documentation required by the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) percent of the Work completed, less such amounts set off by Owner pursuant to Section 15.01.E of the General Conditions, and less two hundred percent (200%) Engineer's estimate of the value of Work to be completed or corrected.

7.03 *Final Payment*

A. Upon Final Completion and approval by the Engineer of the Final Application for Payment, Owner shall pay the remainder of the Contract Price in accordance with Section 15.07 of the General Conditions.

7.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

7.05 *Deleted*

ARTICLE 8 CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist solely of the following:

1. This Agreement.
2. Supplementary Conditions, if any.
3. General Conditions attached hereto.
4. Specifications attached hereto as Division 4.
5. Drawings, incorporated herein by reference, consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings]
6. Technical Data attached hereto as Exhibit
7. Payment and Performance Bond attached hereto as Division 3: Section 2 & 3
8. Immigration Compliance Certifications.
9. Exhibits to this Agreement (enumerated as follows):
   a. [**List exhibits**]
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. There are no Contract Documents other than those listed in this Article 11.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

ARTICLE 9 REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

9.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, with respect to any Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents, with respect to any Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and any Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and any Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in this Section 12.01, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

8. Contractor is aware of the general nature of any work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

9.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Section:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Agreement to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Agreement.

9.03 *Integration and Merger*

A. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

9.04 *Standard General Conditions*

A. The General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, **as modified by Owner**.

9.05 *Execution under Seal*

A. Contractor executes this Contract under seal.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [**INSERT DATE**] (“Effective Date”).

Owner:	Contractor:
______________________	______________________ (SEAL)
(typed or printed name of organization)	*(typed or printed name of organization)*
By: ______________________ *(individual’s signature)*	By: ______________________ *(individual’s signature)*
Date: ______________________ *(date signed)*	Date: ______________________ *(date signed)*
Name: ______________________ *(typed or printed)*	Name: ______________________ *(typed or printed)*
Title: ______________________ *(typed or printed)*	Title: ______________________ *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: ______________________ *(individual’s signature)*	Attest: ______________________ *(individual’s signature)*
Title: ______________________ *(typed or printed)*	Title: ______________________ *(typed or printed)*
Address for giving notices:	Address for giving notices:
Designated Representative:	Designated Representative:
Name: ______________________ *(typed or printed)*	Name: ______________________ *(typed or printed)*
Title: ______________________ *(typed or printed)*	Title: ______________________ *(typed or printed)*
Address:	Address:
Phone: ______________________	Phone: ______________________
Email: ______________________	Email: ______________________
	License No.: ______________________ *(where applicable)*
	State: ______________________

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 **Elevated Storage Tanks Removal** (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:	______________________	By:	______________________
Name Printed:	______________________	Name Printed:	______________________
Title:	______________________	Title:	______________________
Attest:	______________________	Attest:	______________________
Name:	______________________	Name:	______________________
Date:	______________________	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 **Elevated Storage Tanks Removal** (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:	______________________	By:	______________________
Name Printed:	______________________	Name Printed:	______________________
Title:	______________________	Title:	______________________
Attest:	______________________	Attest:	______________________
Name:	______________________	Name:	______________________
Date:	______________________	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: ________________________________
Proposer

By: ____________________________ By: ________________________________
Name 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: Measurement and Payment

General
This Section describes the basis that will be used for processing applications for payment. These provisions will apply to all work of the Contract Documents in addition to specific instructions provided within the individual specification sections.

The basis for payment will be the unit prices and/or lump sum amounts included in the Proposal Form and the actual quantities of work completed by the Contractor and approved by the Owner. Nothing in this Section shall be construed as providing for additional payment beyond the Pay Items.

Price includes but is not limited to all supervision, labor, equipment, materials and miscellaneous supplies necessary for a complete project in accordance with the Contract Documents. All incidental work necessary to complete the work shall be included in the price proposed.

Pay Item Descriptions
Item 1. Mobilization. Payment shall be for the CONTRACTOR's administrative and preparatory operations including all supervision, labor, materials, equipment, maintenance and other incidental costs which are necessary to initiate the work within 14 days of issuance of a Notice to Proceed.

Item 2. Removal of Existing Tank. Payment shall be for all supervision, labor, materials, equipment and any incidental costs which are necessary to complete the removal of the existing elevated tank, associated structural components and piping from site in accordance with local and state regulations.

Item 3. Cleanup and Demobilization. Payment shall be for all supervision, labor, materials, equipment and any incidental costs which are necessary to remove and properly dispose of any debris associated with the work whether that debris is on the project site and/or easements. Manifests or proof of disposal for recycling from receiving facility are required to verify completion.

END OF SECTION

Section 2: General Requirements

General
Work described in this section includes but is not limited to furnishing all supervision, labor, equipment, materials and miscellaneous supplies to complete the Project.

Asset Registry
1. Deactivated or Disposed Assets
   i) Any assets that are scheduled to be deactivated and/or disposed of should be detailed on the Asset Master worksheet using CCWA's Fixed Asset Registry that is provided to the Contractor by the Engineer via the Owner.
   ii) The Contractor and Engineer shall be held responsible for the verification and acquisition of CCWA disposal documentation of all CCWA assets prior to deactivation or disposal.

2. Transferred or Repurposed Assets
   i) Any existing assets that are being transferred and/or repurposed to a new location should be detailed on the Asset Master worksheet using CCWA's existing Fixed Asset Registry that is provided to the Contractor by the Engineer via the Owner.

3. Final Fixed Asset Registry Submission
   i) At the completion of the project, the Final Fixed Asset Registry submittals pertaining to the assets disposed within the work must be submitted to and accepted by the Engineer and Owner in order to achieve Final Completion of the Project. Failure to submit the submissions as described, may result in a delay in achieving payment for Final Completion of the Project.

Tank Removal
1. Cuttings and slag produced during demolition procedures shall be managed and contained within the fenced tank sites and temporary construction easements.

Site Work and Use of Site
1. Field equipment and laydown areas to be limited to areas shown within boundaries
   of temporary construction easements and agreements with property owners as shown in Figures 1 and 2.
2. Demolition work must be within Owner’s property, public rights-of-way, easements
   obtained by Owner, and within limits shown in Figures 1 and 2.
3. Locate construction equipment used for demolition Work and remove demolished materials and equipment to avoid imposing excessive loading on supporting and adjacent walls, floors, framing, facilities, and Underground Facilities.
4. CCWA shall demarcate CCWA property boundary and temporary construction easement prior to the start of work.
5. CCWA shall de-energize power source to tank; Contractor shall coordinate timing of work with CCWA.
6. CCWA shall ensure tanks are drained prior to Work by Contractor.

7. Contractor is responsible for ensuring site clearance is sufficient before bringing heavy or oversized vehicles onsite.
8. Contractor may remove existing chain-link fencing as required to facilitate construction.
9. Contractor shall protect existing and adjacent properties, structures and utilities. Contractor is responsible for any damage to existing and adjacent properties, structures and utilities, and shall make all necessary repairs at no additional costs to CCWA.
10. Contractor shall keep access roads and entrances serving the Site clear and available to Owner and adjacent property owners.
11. Contractor shall use only rubber-tire vehicles on existing roads and parking areas unless otherwise approved by CCWA. Do not plan on use of tracked (caterpillar-type) vehicles or equipment on existing pavement unless such pavement will be replaced by Contractor.
12. At completion of Project, Contractor shall remove temporary facilities, debris and equipment and shall grade any disturbed areas of site to original elevations, grass as required and restore areas as originally found.
13. Contractor responsible for repair of any property damage caused by the demolition work including damage to utilities at or adjacent to the Owner's property. Promptly repair damage to premises, including existing structures, finishes, equipment, and other features, caused by construction operations.

Construction Facilities and Temporary Utilities

1. Materials and equipment may be stored within the project limits and the hatched area as indicated in Figures 1 and 2. Equipment may not be stored on the adjacent roadways.
2. Contractor shall provide temporary gates appropriate for construction of the Project and passage of necessary construction vehicles and construction equipment and machinery.
3. Construction crew vehicles must be parked on CCWA property or within the temporary construction easements as indicated.
4. Contractor shall be responsible for site security. Provide and maintain security fencing, gates and locks at the end of each workday at a minimum along the CCWA property boundary.
5. Provide other security fencing deemed necessary by Contractor, such as for Contractor's material and equipment storage areas. Such fencing, when not protecting Owner's or facility manager's property, shall be as deemed appropriate by Contractor for Contractor's purposes.
6. 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.
7. Potable water is available at the Project site via fire hydrant connection for on-site use during demolition activities at no expense to the Contractor; Contractor shall coordinate work with CCWA. CCWA will monitor usage of potable water.
8. Sanitary sewer service is not available at the Project site. Provide and maintain sanitary sewer facilities for Contractor's employees, subcontractors and all other on-site employees. Service, clean and maintain facilities and enclosures.
9. Contractor shall provide their own electrical power.
10. The burning of materials is not permitted on the Project site or other CCWA property.

11. Contractor shall provide traffic control as required for mobilization, material hauling, and demobilization. Traffic controls shall comply with requirements of authorities having jurisdiction. Perform the Work with minimum interference to vehicular and pedestrian traffic. Do not close passage to traffic or pedestrians without approval of authorities having jurisdiction and obtaining necessary permits.

Coordination & Safety

1. Contractor is solely responsible for determining hazards and implementing a site safety plan.
2. 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.
3. The Contractor shall use vehicles with company logos/markings/identification that are prominently displayed and clearly visible at all times.
4. The Contractor shall coordinate work with CCWA staff and adjacent property owners to prevent any interruptions to operations, customers and the general public.

END OF SECTION

ATTACHMENTS

ATTACHMENT A

W9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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) ______

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 . . . . ☐

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.)

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:

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

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

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

PROCUREMENT AND COMPLIANCE OFFICE

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

Phone: (770) 960-5223 | 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.

How to submit this form: Submit this form along with a completed *W-9 Form* via e-mail to your CCWA Contact.

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 ☐ DUE UPON RECEIPT (PROPERTY EASEMENTS ONLY)		**PAYMENT TYPE:** ☐ PAPER CHECK ☐ ACH PAYMENT (Complete *ACH Authorization Form* and e-mail directly to ccwa_accounts_payable@ccwa.us	
BUSINESS CLASSIFICATION			
☐ CCWA SLBE ☐ WBE ☐ MBE ☐ DBE ☐ Other SBE ☐ Veteran-Owned Business			

FOR OFFICE USE ONLY: CCWA staff shall refer to New Vendor Checklist for submittal instructions.