



REQUEST FOR BID

FLINT RIVER EAST OUTFALL REPLACEMENT - PHASE 1

Bid Number 2020-PME-04

February 2020

Bid Opening: Tuesday, March 31, 2020 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

Non-mandatory pre-bid meeting and site visit: Tuesday, March 17, 2020 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

This project will be funded by the State Revolving Loan Fund (SRLF) and will be subject to Georgia Environmental Finance Authority (GEFA) General and Special Requirements, which includes a Disadvantaged Business Enterprise (DBE) goal.

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Attachments

- A) Georgia Environmental Finance Authority
Supplemental General Conditions for Federally Assisted
State Revolving Loan Fund Construction Contracts
May 9, 2014.
- B) Georgia Environmental Finance Authority
American Iron and Steel
Special Conditions and Information for Federally Assisted
State Revolving Loan Fund Construction Contracts
April 11, 2014.
- C) Geotechnical Report:
Subsurface Investigation, Clayton County Water Authority,
Flint River East Outfall Replacement Phase 1, Clayton
County, Georgia, GeoSystems Project No. 19-2715,
November 27, 2019.
- D) Interim Waiver and Release Upon Payment.
- E) Waiver and Release Upon Final Payment.

Addenda

None issued at this time.

Construction Plan

Attached.

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Flint River East Outfall Replacement – Phase 1**

The Clayton County Water Authority will open sealed bids from Licensed Utility Contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, March 31, 2020 at 2:00 p.m. (local time)** for the Flint River East Outfall Replacement – Phase 1 project. Any bids received after the specified time will not be considered.

A non-mandatory pre-bid meeting followed by a non-mandatory site visit will take place on **Tuesday, March 17, 2020 at 2:00 p.m. (local time)** at 1600 Battle Creek Road, Morrow, GA 30260.

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

In an effort to promote responsible environmental practices a link to the bid package will be provided upon request by e-mailing **CCWA_Procurement@ccwa.us** or by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm. A hardcopy bid package can also be requested at a cost of \$200.00.

Clayton County Water Authority
By: Robin Malone, Chairman

END OF SECTION

Division 1

General Information

Section 2: General Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract with an experienced licensed utility contractor to complete the Flint River East Outfall Replacement – Phase 1 Project. The purpose of the Project is to install approximately 9,600 linear feet of new 24-inch gravity-flow sanitary sewer replacing an existing 24-inch gravity-flow sanitary sewer. Multiple reconnections of smaller existing sewers will be required to complete the work.

The majority of the new sanitary sewer work will be completed in the same location and alignment as the existing sanitary sewer using standard excavation techniques and trenchless techniques. Specifications herein and the Construction Drawings describe the details of the work to be completed.

2.2 Georgia Environmental Finance Authority

Funding for this project is through the Georgia Environmental Finance Authority (GEFA). The GEFA Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts, dated May 9, 2014, as well as the GEFA American Iron and Steel Special Conditions and Information dated April 11, 2014, included as part of these Contract Documents as Attachments A and B, shall be adhered to by all parties. Bidders shall refer to Attachments A and B, and to Division 2, Section 3 of this RFB document for information on the GEFA required bid submittals.

2.3 Bid Evaluation

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

To be considered responsive to this bid, bidders are required to bid on all work items listed on the “Bid Form”, and complete and provide all required bid submittals as listed on the “Bid Submittal Requirements”.

Division 1

General Information

Section 2: General Overview

2.4 Addendum

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing via email to ***CCWA_Procurement@ccwa.us*** by **2:00 p.m. (local time) on Monday, March 23, 2020**. Any and all responses to bidders' questions will be issued in the form of an Addendum via email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.
6. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Bid Form need to be submitted, and these copies must be **typewritten or printed in ink**. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the Bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a Bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the Bid must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
8. All Bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the Bid shall submit it in a sealed envelope on or before the date and time specified in the Bid package. The envelope shall be marked "**Sealed Bid**" and carry the Bid title, and date and time of opening as set forth in the Bid package. The envelope shall also bear the name of the party making the Bid and the party's address. Address Bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a Bid is not submitted, the Bid Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
9. If published price books are a part of your Bid, one price book must be included with your Bid Form, and the successful Bidder is required to furnish additional current price books after award of the Bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or

Division 2

Bid Requirements

Section 1: Instructions to Bidders

comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.

11. In the case of goods, the person, firm or corporation making the Bid may Bid all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for sixty (60) days after the date set for the opening thereof.
17. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the

Division 2

Bid Requirements

Section 1: Instructions to Bidders

availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

18. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Bidder.
20. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.

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Bid Requirements

Section 1: Instructions to Bidders

26. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.

Division 2

Bid Requirements

Section 1: Instructions to Bidders

- c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Requesting Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.
33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
 - a. Ability of Bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the Bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
34. By responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.
35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified small local, minority and women-owned businesses. The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises (DBE).

Division 2

Bid Requirements

Section 1: Instructions to Bidders

Information is available online under the tab for “Directories”, link for “UCP Directory - Excel” at: <http://www.dot.ga.gov/PS/Business/DBE>.

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

37. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.
38. The successful Bidder must comply with any and all Georgia Environmental Finance Authority (GEFA) requirements as part of this Request for Bid.

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 2

Bid Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

Umbrella and/or Excess Liability – The Umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the CCWA is requiring a \$5,000,000 Umbrella or Excess Liability Limit for this project.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Bid Submittal Requirements:

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

- A. Bid Form.
- B. Georgia Bid Bond in the amount of five percent (5%) of the total bid amount.
- C. Bidder Qualification Information Form including References.
- D. Georgia Security and Immigration Compliance Act of 2006 form.
- E. Contractor Affidavit and Agreement form.
- F. Subcontractor Affidavit form.

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

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

- G. GEFA Forms as follows:

Supplemental General Conditions (see Attachment A)

- 1. DBE Compliance Form and related documentation.
 - 2. Certification Regarding Equal Employment Opportunity.
 - 3. Certification Regarding Debarment, Suspension, and Other Responsible Matters.
 - 4. EPA Forms 6100-3 and 6100-4 (DBE Subcontractor Participation, Performance, and Utilization Forms, respectively), unless ALL of the work is self-performed by the prime contractor.
- H. Copies of any and all license(s) required to perform the work.

Division 2

Bid Requirements

Section 3: Bid Submittals

- I. Any other items as required in this RFB including but not limited to the items contained in the instructions to bidders.
- J. Non-Collusion Certificate provided on Division 3, Section 4.
- K. Addenda (if any).

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Flint River East Outfall Replacement – Phase 1** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

In submitting this bid, Bidder certifies Bidder is qualified to do business in the state of Georgia as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with CCWA on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the bid and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Bidder accepts the terms and conditions of the Documents.

INSURANCE:

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

CONTRACT TIME:

Bidder hereby agrees to commence work within fourteen (14) calendar days under this

Division 2

Bid Requirements

Section 4: Bid Form

contract or on a date to be specified in the Notice to Proceed. The total time for the Bidder to complete this project shall not exceed four hundred (400) calendar days. The Bidder and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the Work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Bidder agree that as liquidated damages for delay (but not as a penalty), the Bidder shall pay to CCWA, as liquidated damages the amount of five hundred dollars (\$500.00) per calendar day for each and every day or part of a day thereafter that any work as described in the Contract Documents remains incomplete and/or not accepted by CCWA.

PAYMENT TERMS:

Payment terms are net thirty (30) days after approval of completed work and receipt of a detailed payment application.

RETAINAGE:

Bidder accepts the provisions in the Agreement Form as to retainage.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

SURETY:

The project work will require Performance and Payment Bonds prior to the commencement of the work. Such work shall not commence until approval of such bonds has been given by CCWA.

BID:

By submitting a bid, and by executing this construction contract, the Contractor acknowledges that it understands that the goods and services under this contract are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund and agrees to comply with any and all such requirements.

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Pay Item Schedule.

Division 2

Bid Requirements

Section 4: Bid Form

Pay Item Schedule						
No.	Work Item	Detail	Unit	Estimated Quantity	Unit Price	Extended Total
1	Mobilization	Not to exceed 5%	LS	1		
2	Easement Clearing	N/A	SF	766,110		
3	Silt Fence Installation	N/A	LF	15,072		
4	Silt Fence Removal	N/A	LF	15,072		
5	Construction Access Road Installation	N/A	LF	9,675		
6	Construction Access Road Removal	N/A	LF	9,675		
7	Erosion and Sediment Control Installation	N/A	SF	866,163		
8	Sod Installation	N/A	SF	78,200		
9	Permanent Re-Grassing	N/A	SF	288,720		
10	NPDES Monitoring and Reporting	N/A	LS	1		
11	Permanent Fence Replacement	N/A	LF	2,045		
12	Temporary Fence	Install/Remove	LF	8,049		
13	Asphalt Placement	N/A	SF	5,400		
14	Pavement Striping	N/A	LF	200		
15	Concrete Placement	N/A	CF	18,935		
16	Concrete Curb Placement	N/A	LF	310		
17	Tie-In No. 1	N/A	LS	1		

Division 2

Bid Requirements

Section 4: Bid Form

Pay Item Schedule						
No.	Work Item	Detail	Unit	Estimated Quantity	Unit Price	Extended Total
18	Tie-In No. 2	N/A	LS	1		
19	Cased Crossing No. 1	Design	LS	1		
20		Casing	LF	140		
21		Pipe	LF	140		
22	Primary 24-inch Pipe Installation	N/A	LF	9,425		
23	Secondary 8-inch Pipe Installation	N/A	LF	671		
24	Service Re-Connection	Initial 20 Feet	EA	52		
25		Additional Footage	LF	588		
26	Primary 5-ft Diameter Manhole Installation	Base	EA	54		
27		Riser	VF	337		
28	Primary 4-ft Diameter Manhole Installation	Riser	VF	162		
29	Secondary 4-ft Diameter Manhole Installation	Base	EA	9		
30		Riser	VF	75		
31	Manhole Invert Construction	5-Foot Diameter	EA	54		
32		4-Foot Diameter	EA	9		
33	Unsuitable Soil Excavation	N/A	CF	64,000		
34	Rock Excavation	N/A	CF	65,000		

Division 2

Bid Requirements

Section 4: Bid Form

Pay Item Schedule						
No.	Work Item	Detail	Unit	Estimated Quantity	Unit Price	Extended Total
35	Pipe Collar Installation	N/A	EA	13		
36	Demolition Bulkhead Installation	24-inch Pipe	EA	74		
37		8-inch and 6-inch Pipe	EA	7		
38	Demolition Pipe Grouting	N/A	CF	4,395		
39	Demolition Manhole Abandonment	Riser Removal	VF	45		
40		Gravel Fill Existing Manholes	VF	142		
41	Unforeseen Existing Conditions Allowance	N/A	Allowance	1	\$300,000.00	\$300,000.00
TOTAL BID AMOUNT						

N/A = Non-applicable; LS = Lump Sum; LF = Linear Foot; SF = Square Foot; CF = Cubic Foot; EA = Each; VF = Vertical Foot.

Submitted by: _____
 (COMPANY NAME OF BIDDER)

Division 2

Bid Requirements

Section 4: Bid Form

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

Submitted by:

(COMPANY NAME OF BIDDER)

By: (OFFICER NAME)

(SIGNATURE)

(TITLE)

(DATE)

(COMPANY ADDRESS)

(CITY, STATE, ZIP CODE)

PHONE NUMBER:

EMAIL ADDRESS:

WEBSITE:

DATE:

UTILITY CONTRACTOR'S
LICENSE NUMBER:

END OF SECTION

Division 2

Bid Requirements

Section 5: Georgia Bid Bond

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

herein after called the PRINCIPAL, and _____

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

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Georgia as SURETY, are held and firmly bound unto Clayton County Water Authority, as OWNER, hereinafter called the OBLIGEE, in the sum of _____

_____ DOLLARS (\$ _____)

for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid for **Flint River East Outfall Replacement – Phase 1**, and said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the documents, entitled: **Flint River East Outfall Replacement – Phase 1**.

Division 2

Bid Requirements

Section 5: Georgia Bid Bond

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

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

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL

By_____

SURETY

By_____
Attorney-In-Fact

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER:

NUMBER OF YEARS IN BUSINESS

BUSINESS ADDRESS OF COMPANY:

TELEPHONE NUMBER:

POINT OF CONTACT NAME:

POINT OF CONTACT EMAIL
ADDRESS:

COMPANY TAX ID NUMBER:

COMPANY WEBSITE:

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

NAME OF PRINCIPAL OFFICERS:

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

PROVIDE AT LEAST 3 REFERENCES FOR SIMILAR PROJECTS COMPLETED WITHIN THE LAST FIVE (5) YEARS. EACH REFERENCE SHALL INCLUDE THE NAME OF THE AGENCY, THE NAME OF THE PROJECT, DATE OF THE PROJECT, A CURRENT AGENCY CONTACT, A CURRENT CONTACT PHONE NUMBER AND EMAIL ADDRESS.

OWNER:

CONTACT NAME:

ADDRESS:

PHONE NUMBER:

PROJECT NAME:

PROJECT DATE:

EMAIL ADDRESS:

OWNER:

CONTACT NAME:

ADDRESS:

PHONE NUMBER:

PROJECT NAME:

PROJECT DATE:

EMAIL ADDRESS:

OWNER:

CONTACT NAME:

ADDRESS:

PHONE NUMBER:

PROJECT NAME:

PROJECT DATE:

EMAIL ADDRESS:

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor’s fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.

- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 - 1. _____ 500 or more employees;
 - 2. _____ 100 or more employees;
 - 3. _____ Fewer than 100 employees.

- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
 - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 - 2. Secure from each such subcontractor an attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time.”

Contractor _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

Name of Contractor (Printed)

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

**AGREEMENT FOR SINGLE PURCHASE
OF GOODS AND SERVICES**

This Agreement made and entered into this _____ day of _____, 2019, for **Flint River East Outfall Replacement – Phase 1**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "CCWA") and _____ (hereinafter "the Contractor"), witnesseth:

WHEREAS, CCWA is contracting with the Contractor for the provision of certain goods and services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:**

The Contractor shall provide the goods and services to CCWA in such quantities as CCWA requires for **Flint River East Outfall Replacement – Phase 1**, as described in the Request for Bid dated February 2020.

2. **COSTS:**

CCWA shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated _____, a copy of which is attached and incorporated into this contract. The Contractor shall be paid for items of work as noted in Division 4, Section 1 "Work Items and Measurement".

Once the work commences CCWA shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15th day of the month. Each Application for Payment must be submitted to CCWA on or before the 20th day of each month in such form and manner, and with such supporting data and content as CCWA may require, including any and all GEFA requirements.

Per Georgia Code Section 13-10-2, CCWA will withhold a 10% retainage on each and every Application for Payment until such time as the value of the contract (including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to CCWA. If after reaching the 50% completion of the value of the contract, CCWA's representative has determined that the work is unsatisfactory or has fallen behind schedule, then

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Contract Forms

Section 1: Agreement Form

retainage will resume at the previous level of 10%. The Contractor may submit a request for release of retainage thirty (30) days after the completion and final acceptance of the Project, and upon receipt of all necessary documentation including, but not limited to, a final affidavit and release of surety.

3. **TIME FOR COMPLETION OF PROJECT:**

Contractor hereby agrees to commence work within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed four hundred (400) calendar days. The Contractor and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the Work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to CCWA, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that any work as described in the Contract Documents remains incomplete and/or not accepted by CCWA.

4. **WARRANTY ON SERVICES RENDERED:**

The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to CCWA.

5. **WARRANTY ON GOODS PROVIDED:**

The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by CCWA, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and shall run to CCWA, its successors, assigns, customers at any tier, and ultimate user and

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Section 1: Agreement Form

joint users. Notices of any defects or non-conformity shall be given by CCWA to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of CCWA concerning latent defects shall exist indefinitely and shall not be affected in any way by any terms and conditions of this Agreement, including this clause. CCWA may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to CCWA of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" in the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse CCWA for all costs and expenses incurred by CCWA in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by CCWA to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

6. **INSPECTION:**

CCWA shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by CCWA. If any inspection or test is made by CCWA at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. CCWA may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another

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Section 1: Agreement Form

contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At CCWA's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of CCWA's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by CCWA to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to CCWA covering the goods furnished hereunder.

7. **CONTRACTOR'S AFFIDAVITS:**

The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by CCWA before receiving any interim or final payment for any services performed.

8. **ASSIGNMENT AND SUBCONTRACTING:**

The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub-contract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of CCWA. No assignment or subcontract by the Contractor, including any assignment or subcontract to which CCWA consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.

9. **CCWA'S ASSISTANCE AND COOPERATION:**

During the Contractor's performance of this Agreement, CCWA may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on

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correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by CCWA shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

10. **WORK ON CCWA'S DESIGNATED PREMISES:**

In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter CCWA's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.

The Contractor shall defend, indemnify, and hold CCWA harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of CCWA. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At CCWA's request, the Contractor shall furnish to CCWA certificates from the Contractor's insurers showing such coverage in effect and agreeing to give CCWA thirty (30) days prior written notice of cancellation of the coverage.

Division 3

Contract Forms

Section 1: Agreement Form

11. **RISK MANAGEMENT REQUIREMENTS:**

The Contractor shall abide by CCWA's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.

12. **TERMINATION FOR DEFAULT:**

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

(b) In the event CCWA terminates this Agreement in whole or in part as provided in subparagraph (a) above, CCWA may procure, upon such terms and in such manner as CCWA may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to CCWA for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable

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from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.

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

13. **TERMINATION FOR CONVENIENCE:**

CCWA may at any time by written notice terminate all or any part of this Agreement for CCWA’s convenience. If this Agreement is terminated, in whole or in part, for CCWA’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

14. **DISPUTES:**

Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with CCWA’s direction.

15. **NOTICES:**

All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or CCWA, as the

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case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

16. **ATTORNEYS' FEES:**

The Contractor shall pay reasonable attorneys' fees to CCWA should CCWA be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to CCWA.

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

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

CONTRACTOR

By: _____
Name: _____
Title: General Manager

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: _____
Date: _____

[Corporate Seal]

[Corporate Seal]

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

Umbrella and/or Excess Liability – The Umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the CCWA is requiring a \$5,000,000 Umbrella or Excess Liability Limit for this project.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

END OF SECTION

Division 3

Contract Forms

Section 2: Performance Bond

KNOW ALL MEN BY THESE PRESENTS THAT _____
_____ (as CONTRACTOR, hereinafter referred to as the
“Principal”), and _____ (as SURETY COMPANY),
hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound
unto the Clayton County Water Authority (as OWNER, hereinafter referred to as
“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 **Flint River East Outfall Replacement – Phase 1**,
(hereinafter referred to as “the PROJECT”).

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

1. That if the Principal shall fully and completely perform each and all of the
terms, provisions and requirements of the Contract, including and during
the period of any warranties or guarantees required thereunder, and all
modifications, amendments, changes, deletions, additions, and alterations
thereto that may hereafter be made; and if the Principal and the Contractor’s
Surety shall indemnify and hold harmless 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;

Division 3

Contract Forms

Section 2: Performance Bond

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract;
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from 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.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 2: Performance Bond

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

(Name of Principal)

(Name of Contractor's Surety)

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

Attest: _____
Name: _____
Date: _____

Attest: _____
Name: _____
Date: _____

[Corporate Seal]

[Corporate Seal]

(ATTACH SURETY'S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 3: Payment Bond

KNOW ALL MEN BY THESE PRESENTS THAT _____
(as CONTRACTOR, hereinafter referred to as the “Principal”), and
_____ (as SURETY COMPANY, hereinafter referred to as the
“CONTRACTOR’S SURETY”), are held and firmly bound unto the Clayton County Water
Authority (as OWNER, hereinafter referred to as “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 **Flint River East Outfall Replacement - Phase 1** (hereinafter
referred to as “the PROJECT”).

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

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

In the event of any claim made by the Claimant against 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.

Division 3 **Contract Forms**

Section 3: Payment Bond

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

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

(Name of Principal)

(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)

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____, and that said

In proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Flint River East Outfall Replacement – Phase 1**

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: _____
Contractor

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION