

**DOUGLASVILLE – DOUGLAS COUNTY
WATER AND SEWER AUTHORITY**

**8763 Hospital Drive
Douglasville, Georgia 30134**

—
Invitation for Bids

for

Stewart Mill Sewer Line Rehabilitation Project

IFB# 205

—
October 23, 2019

Summary of Bid Package Contents

Stewart Mill Sewer Line Rehabilitation Project

Summary of Bid Package Contents

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**Douglasville – Douglas County Water & Sewer Authority
8763 Hospital Drive
Douglasville, Georgia 30134**

October 23, 2019

IFB # 205

The Douglasville – Douglas County Water & Sewer Authority (hereafter referred to as the “Authority”) is soliciting competitive sealed bids from qualified contractors for the performance of the Stewart Mill Sewer Line Rehabilitation Project (the “Project”), as more fully described in the Invitation for Bids. The scope of work includes the provision by the Contractor of all labor, materials, equipment, tools, transportation, and supplies necessary to complete the work. The Project will be “turn key” and require minimal involvement of Authority personnel.

The project shall include the removal and replacement of approximately 3,300 LF of existing 21-RCP gravity sewer pipe with a 24-inch epoxy lined DIP Class 350, removal and replacement of 15 manholes, bypass pumping around gravity sewer construction area during the duration of the construction.

Protect stream during construction and construct stream restoration as described in contract drawings.

Special Conditions and Appendices contain more detailed information on the project scope.

All work will be performed within Authority easements and/or inside public right of way. All anticipated federal, state, and local permits required for the Project have been obtained. All anticipated rights of way and easements required for the Project have been obtained.

Parties interested in this Invitation for Bids must obtain a copy of the full bid package or their bids will be considered nonresponsive. Bid packages must be obtained for the nominal cost of \$50.00 by contacting the Authority’s Purchasing Department, Joseph Morency, Senior Procurement Specialist, by telephone at (770) 949-7617 or in person

at the Authority's Administrative Offices located at 8763 Hospital Drive, Douglasville, Georgia 30134.

Bids will be received by the Authority at its Administrative Offices located at 8763 Hospital Drive, Douglasville, Georgia 30134 until the date and time listed below. Bids shall be sealed and mailed or delivered to the Authority so that they are received no later than the date and time listed below. Bids received after this time will not be accepted.

Bids shall be received by 2:00 p.m., local time, on Wednesday, November 20, 2019.

A non-mandatory pre-bid conference will be held at the Authority's Administrative Offices located at 8763 Hospital Drive, Douglasville, Georgia 30134 on the date and time listed below.

Pre-Bid Conference shall be at 10:00 a.m., local time, on Wednesday, November 6, 2019.

All prospective bidders must hold a current Georgia Utility Contractors License and be on, or promptly qualify for inclusion on, the Authority's Approved Contractor List, without restriction or probationary status.

All bids must be accompanied by adequate bid security (certified check, bid bond, or irrevocable letter of credit) drawn in favor of the Authority and in the amount of five percent (5%) of the total bid price, which shall be subject to forfeiture as liquidated damages in the event that the bid be accepted and the bidder fail to promptly enter into the proposed contract for performance of the Project with the Authority.

Award may be made to the lowest responsible and responsive bidder; however, the Authority reserves the right to reject all bids or any bid that is nonresponsive or submitted by a nonresponsive bidder. The Authority further reserves the right to waive technicalities and informalities in the Invitation for Bids and bids submitted.

Instructions and Information to Bidders
for
Invitation For Bids

1. General. The following sections contain information and instructions pertaining to the proper form and method for submission of bids, the procurement and return of Contract Documents, requirements or conditions which are unusual or of special importance, requirements as to surety and insurance, and provisions relating to the award of the Stewart Mill Sewer Line Rehabilitation Project (the "Project"). Technical specifications and drawings, herein after referred to as "Construction Documents", have been prepared by the Authority and Hazen and Sawyer dated 6/25/19 herein after referred to as the "Engineer".

2. Scope of Work. The Invitation for Bids seeks competitive sealed bids from qualified contractors for performance of the Project. The scope of work includes the provision by the Contractor of all labor, materials, equipment, tools, transportation, and supplies necessary to provide a complete and functioning product as described by the Contract Documents including Construction Documents for the Project. All services will be "turn key" and require minimal involvement of Authority personnel. The Contractor is responsible for verifying the dimensions of the existing conditions.

The work to be performed shall include:

- Replace approximately 3,250 Linear Feet (LF) of existing 21-inch Reinforced Concrete Pipe (RCP) gravity sewer pipe with a 24-inch epoxy lined Ductile Iron Pipe (DIP).
 - Divert sewer flow 350 gallons per minute (gpm) up to 2,500 gpm around gravity sewer construction area during the duration of the construction.
 - Maintain operability of existing 24-inch force main located adjacent to the gravity sewer line.
 - Removal of existing piers and sewer line crossing at Anneewakee creek crossing and installation of two new concrete piers and 50 linear feet of steel pipe crossing as per plans in contract documents.
 - Jack and bore 90 feet under Stewart Mill Road and install 0.5-inch wall thickness 42-inch steel casing. For 24-inch DIP sewer line.
 - Remove and replace 15 Sanitary Sewer Manholes.
 - Protect stream during construction and construct approximately 350 linear feet of imbricated rock wall for stream restoration as described in contract drawings.
3. Procurement and Return of Contract Documents. Copies of a complete bid package, including the contractual requirements, required bid forms, and a full set of Construction Documents, may be obtained at a nominal printing cost of \$50.00 by contacting the Authority's Purchasing Department, Joseph Morency, Senior Procurement Specialist, by telephone at (770) 949-7617, in person at the

Authority's Administrative Offices located at 8763 Hospital Drive, Douglasville, Georgia 30134.

4. Preparation and Submittal of Bids. Separate, sealed bids will be received by the Authority in response to the Invitation for Bids for the Stewart Mill Sewer Line Rehabilitation Project. Bids shall be addressed to the Douglasville-Douglas County Water and Sewer Authority, 8763 Hospital Drive, Douglasville, Georgia 30134, as outlined in the Invitation for Bids, and submitted on the bid forms furnished to the bidder as part of these documents and in the manner designated.

The bidder shall place his name, address, and Georgia Utility Contractor's License number in the upper left-hand corner of his bid envelope. The bidder shall identify this Invitation for Bids by placing the following information on the front center of each bid envelope:

Douglasville Douglas County Water & Sewer Authority
Stewart Mill Sewer Line Rehabilitation Project
IFB # 205

The Bid Evaluation Sheet, Bidder's Certification, and Bidder's Affidavit of Noncollusion must be completely filled in and executed by the bidder. On the Bid Evaluation Sheet, the bidder shall state a LUMP SUM PRICE for completion of the Project and the scope of work in its entirety, showing the total bid amount in both numbers and words.

Each bid submittal shall contain the following:

- _____ a. Bid Evaluation Sheet
- _____ b. Bidder's Certification of Bid
- _____ c. Bidder's Affidavit of Noncollusion
- _____ d. Copy of Bidder's Georgia Utility Contractor's License
- _____ e. Bid bond, certified check, or letter of credit in the amount of five percent (5%) of the total bid amount. Bids received without the appropriate bid security will not be considered.
- _____ f. E-Verify Contractor Affidavit and Agreement

The TOTAL LUMP SUM BID AMOUNT must be included on both the Bid Evaluation Sheet and the Bidder's Certification of Bid.

5. Questions Regarding Contract Documents. In general, no answer will be given

to an oral question if the answer involves an interpretation of the intent or meaning of any part of this Invitation for Bids. Any information given to bidders other than by means of the bid package or by addenda as described below is given informally and shall not be used as the basis of a claim against the Authority.

To receive consideration, questions shall be submitted by e-mail to the Senior Procurement Specialist, Joseph Morency, at jmorency@ddcwsa.com, at least seven (7) days before the advertised date for receipt of bids. The Authority will then issue written responses to bidders at the addresses given by them (including by e-mail, if deemed most expedient by the Authority) on or about four (4) days before the date set for the opening of bids, addressing all questions so raised which in its opinion require interpretation.

There shall be no verbal communications regarding this Invitation for Bids between any bidder and the Authority or any of its employees or agents after the pre-bid conference until the Authority has opened and verbally read all bids.

6. **Bid Security.** Each bid shall be accompanied by a bid bond, certified check, letter of credit, or other acceptable collateral in the amount of five percent (5%) of the TOTAL LUMP SUM BID AMOUNT, payable to the Douglasville-Douglas County Water and Sewer Authority.

Bid bonds must be issued by a surety licensed and authorized to do business in the State of Georgia. Surety companies executing bid bonds must appear on the U.S. Treasury Department's most current Circular 570 list.

7. **Utility Contractor's License.** The Contractor shall provide the Owner with a copy of his Georgia Utility Contractor's License as required by the State Construction Industry Licensing Board in O.C.G.A. 43-14-8.2. A true and correct copy of said license shall be included with the bid and enclosed within the sealed bid envelope. The Utility Contractor's (UC) License must be issued in the name of the company submitting the bid. An individual's Utility Manager's License will not satisfy this requirement.
8. **Approved Contractor List.** The Contractor must either currently be on or promptly qualify for inclusion on the Authority's Approved Contractor List, without restriction or probationary status. Application requirements may be obtained from the Authority's Engineering Department.
9. **Withdrawal of Bids.** Bids may be withdrawn at any time prior to the designated time for the opening of bids. No bid may be withdrawn within sixty (60) days after the date of the opening thereof, unless otherwise allowed by state law.
10. **Receiving and Opening Bids.** Separate, sealed bids, together with appropriate bid security as required by Section 6 above, addressed to the Douglasville-

Douglas County Water and Sewer Authority, and endorsed to:

Douglasville Douglas County Water & Sewer Authority
Stewart Mill Sewer Line Rehabilitation Project
IFB # 205

Bids will be received at the Authority's Administrative Offices until the time and date as set forth in this Invitation for Bids and the legal notice for the contract being bid, at which time all properly received bids shall be publicly opened and read.

Each bidder is solely responsible for making sure his bid is received by the Authority prior to the designated deadline for submission of bids. Any bid received after the designated deadline for submission of bids shall be returned to the bidder unopened.

11. Comparison of Bids. Bids will be compared on the basis of the total lump sum bid amount set forth on each properly received bid evaluation sheet and bidder's certification of bid, which shall be the same total amount. In the event that there is a discrepancy between the total lump sum bid amount written in numbers and words, the total lump sum bid amount written in words shall govern. In the event that there is a discrepancy between the total lump sum bid amount set forth on the bid evaluation sheet and the bidder's certification of bid, the total lump sum bid amount shown on the bid evaluation sheet shall govern.
12. Awarding and Execution of Contract. If the Authority determines that a satisfactory responsive bid has been received from a responsible bidder and it is in the best interest of the Authority to proceed with an award of the Project made the subject of this Invitation for Bids, then the Authority, by proper resolution of its Board of Directors, may award a contract for the Project to the lowest responsible bidder within sixty (60) days of the date of opening of the bids.

The bidder to whom the award is made shall execute the contract and deliver or mail it, together with the required performance and payment bonds and properly executed insurance certificates, to the office of the Authority within ten (10) days of the mailing thereof to him at the address given in his bid submittal.

13. Contractor To Be Satisfactory To Authority. The contract for the Project solicited under this Invitation for Bids will not be awarded to any bidder who has failed in any contractual obligations to the Authority or to any of the subdivisions or municipalities of the State of Georgia, or who has on any previous contract performed in a manner unsatisfactory to the Authority, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion.

The three (3) low bidders shall, upon written request and prior to the letting of a contract, furnish the Owner with the following information:

A statement of his experience, including a list of projects for which he or his firm was a responsible contractor or subcontractor. Such lists shall indicate the name or identification and location of each project, the year it was completed, a brief description and the approximate dollar value of the work for which he was responsible.

In order to be awarded the contract for performance of the Project, the Contractor must be satisfactory to the Authority in terms of the responsiveness of the bid and responsibility of the bidder.

In determining the responsiveness of a bid, the Authority may consider:

- (a) The completeness and regularity of the Bid Evaluation Sheet and required submittals;
- (b) Whether the Bid Evaluation Sheet and required submittals are without exclusions, excisions, or special conditions; and
- (c) Whether the bidder has obtained a copy of the full bid package.

In determining whether a bidder is responsible, the Authority may consider:

- (a) Whether the bidder maintains a permanent place of business;
- (b) Whether the bidder has adequate plant and equipment to do the work properly and in a timely fashion;
- (c) Whether the bidder has prior experience with projects of similar size and scope;
- (d) The bidder's quality of work, including but not limited to character of work, fulfillment of guarantees, and timeliness of performance;
- (e) The bidder's general reputation in the community;
- (f) The bidder's previous employment on public works projects, including but not limited to:
 - i. Any evidence of prior failure in any contractual obligations to the Owner or any other governmental entity;
 - ii. Any evidence of non-compliance with property limits or conditions, including but not limited to trespass or property damage; and
 - iii. Any evidence of poor or improper compliance with soil erosion and sedimentation control regulations

- (g) The bidder's financial responsibility, including but not limited to whether the bidder has adequate financial status to meet his obligations contingent to the work;
 - (h) Whether the bidder is included on the Authority's Approved Contractor's List, without restriction or probationary status. A bidder shall be ineligible for contract award if the bidder has been in a probationary or restricted status with the Authority at any time during the last twelve (12) months;
 - (i) Whether the bidder has a Georgia Utility Contractor's License in its company name; and
 - (j) Whether the bidder is able to satisfy the bonding and insurance requirements set forth in this Invitation For Bids.
14. Information Not Guaranteed. It is understood and agreed that the Owner does not warrant or guarantee the materials and conditions encountered during performance of the Project. The Contractor shall be responsible for investigating the Project site and satisfying himself regarding the character, quantities, and conditions of the various materials and work to be done. The Contractor assumes the risk of all discrepancies between the information given and the actual conditions encountered.
- It is further understood and agreed that the bidder or the Contractor will not use any of the information made available to him, or obtained in any examination made by him, in any manner as a basis or ground of claim or demand of any nature against the Authority, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the work.
15. Change Orders. The Authority reserves the right to negotiate and issue change orders to provide for additional work that is not contemplated by this Invitation for Bids and the Construction Documents for the Project but is required for the satisfactory completion of the general scope of work set forth in this Invitation for Bids and the contract to be awarded pursuant hereto. Change orders may be negotiated and issued to the Contractor when appropriate and necessary in the performance of the scope of work provided by this Invitation for Bids and required by the contract for performance of the Project.
16. Rock. If the Contractor encounters "rock" he shall immediately notify the Authority or its Representative (Construction Observer for observation). *However, rock will not be paid for as an extra and shall be included in the Contractor's Lump Sum Bid proposal.*
17. Rejection of Bids. The Authority reserves the right to reject all bids or any bid that is nonresponsive or submitted by a nonresponsible bidder. The Authority

further reserves the right to waive technicalities and informalities in the Invitation for Bids and bids submitted.

18. Jurisdiction and Venue Provision. The Contractor, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under this Invitation for Bids and/or the contract for performance of the Project to be entered pursuant hereto, shall be subject to the jurisdiction and venue of the Superior Court of Douglas County, Georgia. The Contractor and any sureties used by him do agree, by submission of the Contractor's bid and by issuance of any required bond by the surety, that jurisdiction and venue in the Superior Court of Douglas County, Georgia is appropriate since performance of the underlying contract for which the bonds shall be given is to be accomplished within Douglas County, Georgia.

19. Immigration Compliance. Each bidder shall certify its compliance with the Georgia Security and Immigration Compliance Act of 2006 and the Employment Eligibility Verification (EEV)/Basic Pilot Program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program (E-Verify) to be utilized for these purposes. Such certification shall be included with the bid submittal. Any subcontractor engaged by the successful contractor shall also provide such certification as required by law and in a form satisfactory to the Authority prior to performing any work on the Project.

General Conditions

Section 1 – Purpose.

The Douglasville-Douglas County Water and Sewer Authority (the "Authority") is soliciting competitive sealed bids from qualified contractors for performance of the "Project", defined in the Instructions and Information to Bidders.

Section 2 – Scope of Work.

The scope of work includes the provision by the Contractor of all labor, materials, equipment, tools, transportation, and supplies necessary to provide a complete and functioning product as described by the Instructions and Information to Bidders and Contract Documents including Construction Documents for the Project. All services will be "turn key" and require minimal involvement of Authority personnel. The Contractor is responsible for verifying the dimensions of the existing conditions.

Section 3 – Definitions and Terms.

A. Parts of Contract Documents. The following documents and drawings, collectively referred to as the Contract Documents, are all made parts of this Contract and supplement each other for all purposes related to the Project:

1. Invitation for Bids for the Project, including all addenda issued prior to the time of the opening of the bids;
2. Construction Documents;
3. All documents submitted by the Contractor in response to the Invitation for Bids;
4. Instructions and Information to Bidders;
5. General Conditions;
6. Special Conditions;
7. Contract between the Authority and the Contractor;
8. All approved change orders;
9. Performance Bond;
10. Payment Bond; and
11. Certificates of Insurance Coverage.

- B. Titles Not to Limit Text. The titles of headings of the various sections, divisions, paragraphs, subparagraphs, drawings, table of contents, and/or indexes used in any part of the Contract Documents hereinbefore listed as a part of this Contract are for convenience of reference only and are not intended to limit, and shall not be construed as in any way limiting, the application or meaning of the text.

Section 4 – Contract Price.

- A. Lump Sum Contract Amount. The Contractor agrees to fully and faithfully perform all work required or necessary to complete performance of the Project as set forth in the Contract Documents for the lump sum price set forth in the Contract between the Authority and the Contractor.
- B. Change Orders. The Authority reserves the right to negotiate and issue change orders to the Contractor, without the necessity of obtaining any additional bids, when appropriate or necessary in the performance of the Contract and completion of the Project. The final Contract price may be increased or decreased based on approved change orders negotiated between the parties and executed in writing by both parties hereto.

Section 5 – Contract Term.

- A. Notice to Proceed. The Contractor shall commence performance of work under the Contract within ten (10) days of receipt of the written Notice to Proceed from the Authority.
- B. Time for Performance. The Contractor shall have the number of consecutive calendar days from the date specified in the Notice to Proceed and defined in Special Conditions to complete the Project.
- C. Time is of the Essence. Time is of the essence of the Contract. The Contractor shall faithfully, continuously, and expeditiously undertake all work required under the Contract until completion and acceptance of the Project by the Authority and in such a manner as to complete the Project within the specified time for performance given in Special Conditions.
- D. Extension of Time. Extension of time may be granted in the sole discretion of the Authority for ordinary delays, inclement weather, and accidents; however, the Contractor expressly acknowledges that the occurrence of such will generally not relieve the Contractor from the necessity of maintaining the required rate of progress to timely complete the Project.

If delays are caused by acts of God, acts of government, strikes, extra work, floods, war, terrorism, or other contingencies clearly beyond the control or

responsibility of the Contractor, the Contractor shall be entitled to a reasonable time extension to perform and complete this Contract.

- E. Liquidated Damages. If the Contractor fails to satisfactorily complete the entire work contemplated and provided for under the Contract on or before the date of completion determined as described above, the Owner shall be entitled to deduct from the payment due the Contractor the amount per day specified in Special Conditions for each calendar day (Sundays and legal holidays excluded) of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due to the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor and the balance, if any, paid to the Contractor. If the liquidated damages exceed the amount of all moneys due or to become due to the Contractor, then the Contractor or his surety shall pay the excess balance to the Owner.

Section 6 – Performance and Payment Bonds.

- A. Bonding Requirements Generally. The Contractor shall be required to provide the Authority with performance and payment bonds in an amount equal to 100 percent of the Contract Price, based on the lump sum bid submitted by the Contractor. The performance and payment bonds shall comply in all respects with the requirements of the Georgia Local Government Public Works Construction Law, as set forth in O.C.G.A. § 36-91-1, et seq. The performance and payment bonds shall be issued by a surety approved by the Authority and in a form acceptable to the Authority, naming the Authority as obligee.

Sample performance and payment bonds are included in the bid package.

- B. Performance Bond. The performance bond shall secure the faithful performance of the Contract and indemnify the Authority for any damages occasioned by a failure to perform the Contract within the prescribed time. The performance bond shall be payable to, in favor of, and for the protection of the Authority.
- C. Payment Bond. The payment bond shall be payable to the Authority and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the contract.
- D. Duration of Bonds. The performance and payment bonds shall be kept effective and in full force throughout the entire Contract and for one (1) year after completion and final acceptance of the Project. The bonds shall serve as a guarantee of the function and workmanship of the work performed by the Contractor. The bonds shall make the Contractor's surety responsible for underwriting the work against faulty workmanship or defective materials. Final

acceptance of the work shall not relieve the surety of responsibility for a period of one (1) year after final acceptance of the Project by the Authority.

- E. Changes Not to Affect Bonds. It is specifically agreed and understood that any changes made in the Contract Documents for the Project (whether such changes increase or decrease the amount thereof) or any change in the manner or the time of payments to be made by the Owner to the Contractor shall in nowise annul, release, or affect the liability of the surety on the performance and payment bonds given by the Contractor.
- F. Default. If, after written notice of default, the Contractor fails to cure any default within ten (10) days of written notice thereof, the Authority shall be entitled to demand payment in the form of a draw against the bond or letter of credit, by submitting a signed statement to the surety or the bank certifying any of the following conditions of default:
1. The Contractor has failed, in any regard, to comply with the Contract Documents;
 2. The Contractor has failed, in any regard, to comply with the Authority's Design and Performance Standards and/or Rules and Regulations; or
 3. The Contractor has failed to complete the Contract in a timely fashion.

Section 7 – Insurance Requirements.

The Contractor shall be required to maintain and provide proof of insurance throughout the term of the Contract. Without restricting the obligations or liability of the Contractor under the Contract, the Contractor shall, at his own cost and expense, carry and maintain insurance of the types and amounts listed below:

- A. Worker's Compensation Insurance, as required by the laws of the State of Georgia;
- B. Contractor's Direct Bodily Injury Liability Insurance;
- C. Contractor's Direct Property Damage Liability Insurance, including collapse, blasting, explosion, and underground damages;
- D. Contractor's Protective Bodily Injury Liability Insurance;
- E. Contractual Bodily Injury Liability Insurance, covering the liability assumed by the Contractor;
- F. Contractual Property Damage Liability Insurance, covering the liability assumed by the Contractor;

- G. Bodily Injury Liability Insurance, covering all motor vehicles owned by the Contractor and all motor vehicles not owned by the Contractor while such vehicles are being operated in connection with the prosecution of the work under the contract with the Authority; and
- H. Property Damage Liability Insurance, covering all motor vehicles owned by the Contractor and all motor vehicles not owned by the Contractor while such vehicles are being operated in connection with the prosecution of the work under the contract with the Authority.

All Bodily Injury Liability Insurance shall be provided with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) per person and One Million Dollars (\$1,000,000.00) per accident.

All Property Damage Liability Insurance, except that covering motor vehicles, shall be provided with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) per accident, and, subject to such limit per accident, One Million Dollars (\$1,000,000.00) on account of all accidents. Property Damage Liability Insurance covering the operation of motor vehicles shall be provided with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) per accident.

All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates in triplicate from the insurance carrier, stating the limits of liability and expiration date, shall be filed with the Owner at the time of execution of the Contract. Such certificates shall not merely name the type of policy provided, but shall specifically refer to the Contract and this requirement, and state that such insurance is as required hereby.

All policies shall specifically name the Owner and Engineer as an additional Insured, which shall also be indicated on the certificates of insurance coverage.

Section 8 – Contractor Information.

- A. Legal Address of Contractor. Both the address given in the bid submitted by the Contractor and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. The delivering or depositing in a post paid wrapper, in any post office box regularly maintained by the United States Post Office, or any notice, letter, or other communication directed to the Contractor at either such address shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Authority. Nothing herein

contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

- B. Twenty-Four Hour Contact. The Contractor shall at all times during the term of the Contract provide the Authority with the name and current phone numbers for a twenty-four (24) hour a day contact. Said contact shall be an authorized agent of the Contractor with authority to initiate, direct, and control the work of the Contractor, including the Contractor's own crews and any approved subcontractors.

The inability of the Authority to reach the Contractor's required 24-hour contact may be deemed a default or breach of Contract by the Contractor.

Section 9 - Prosecution and Progress of Work.

- A. Duty to Employ Sufficient Labor and Equipment. The Contractor shall have a continuing duty to employ sufficient labor and equipment to insure the proper and timely completion of the Project. If the Contractor is not, in the opinion of the Owner, employing sufficient labor or equipment to complete the Project within the time specified, the Contractor shall, upon request by the Owner, employ such additional labor and equipment as may be necessary to enable the work to progress properly.

- B. Character of Workmen and Equipment. The Contractor shall employ such workmen as are careful and competent. No minors shall be employed by the Contractor.

The Owner may, in writing, demand the dismissal of any person or persons employed by the Contractor in, about, or upon the work who shall misconduct himself or be incompetent or negligent in the performance of his or her duties or neglect or refuse to comply with directions given. Any such person or persons shall not be employed again thereon without the written consent of the Owner. Should the Contractor continue to employ, or again employ, such person or persons, the Owner may withhold all payments which are or may become due to the Contractor.

- C. Night Work. No night work shall be permitted on the Project, except in case of emergency and then only to such an extent as is absolutely necessary.
- D. Work on Sunday and Holidays. No Sunday work will be permitted, except in case of great emergency and then only upon written notification of the Owner.

The Contractor shall not allow any work to be done under this Contract on legal holidays, except upon written notification to the Owner. Any request by the Contractor to work on a legal holiday shall be submitted in writing to the Owner at least 48 hours in advance.

Section 10 – Control of Work.

A. Subcontractors to Be Approved by the Owner.

The Contractor shall submit in writing to the Owner immediately after the signing of the Contract full information as to what portions of the work he proposes to subcontract, if any, and to whom he proposes to subcontract them.

It is hereby mutually agreed that the Owner shall have the right to disapprove of any subcontractor, in which event the Contractor shall employ an approved subcontractor or do the work himself; or to disapprove of the performance of any portion of the work under subcontract, in which event the Contractor shall do the work himself. The Contractor agrees that the approval of such subcontracting of work or of subcontractors shall in nowise lessen the Contractor's responsibility for strict compliance with all provisions of the Contract.

The Owner will not deal with any subcontractor.

- B. No Subletting or Assignment. The Contractor shall give his personal attention constantly to the faithful prosecution of the work, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, nor subcontract the work or any part thereof without the previous written consent of the Owner, and shall not either legally or equitably assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like consent of the Owner and the surety on the performance and payment bonds.
- C. Absence of Contractor. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, order may be given by the Owner and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.
- D. Interference with and Protection of Streets and Waterways. The Contractor shall not close or obstruct any portion of a street, road, private way, waterway, or river, without obtaining permits to do so from the proper authorities. The Contractor shall place, and at all times keep, proper guards and, at night, suitable and sufficient warning lamps for the prevention of accidents; shall furnish watchmen to direct traffic where required to protect life or property; and shall observe police regulations and local ordinances. If any such way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as necessary.
- E. Sanitary Regulations. The Contractor shall provide adequate sanitary conveniences for the use of those employed on the work, and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the work, shall be constructed and maintained at such

points and in such manner as may be approved, and shall be removed after departure of the last employees from the job.

During performance of the work, the Contractor shall keep the property and the surrounding areas free from the accumulation of waste materials or rubbish caused by the Contractor's operations. If the Contractor fails to keep the site clean, the Owner may do so at the expense of the Contractor.

The Contractor shall rigorously prohibit the committing of nuisances upon the lands of the Owner or others, about the works, or upon adjacent property.

- F. Protection of Materials and Equipment. Materials and/or equipment to be incorporated in the work shall be properly housed or otherwise protected from corrosion and damage so as to ensure the preservation of their finish, quality, and fitness for the work. Where considered necessary to secure proper protection, the materials shall be placed on racks, platforms, or hard clean surfaces not subject to surface drainage. Factory finished items shall be stored above ground, covered, individually sealed, or housed indoors as required. Materials not properly stored, housed and maintained in condition for service as intended will neither be paid for as stored materials nor as materials incorporated in the work
- G. Access to Work. The Owner and its representatives, agents, and employees may, for any purpose, enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities for said entry. Representatives of the appropriate State and federal regulatory agencies and the local governing body shall be provided access to the work during normal working hours.
- H. Inspection. All materials and workmanship shall be subject to inspection. The Contractor shall afford every reasonable facility for inspecting the material and work at all times, on the site of performance, even to the extent of uncovering or taking down portions of finished work upon order.
- I. Mistakes of Contractor. The Contractor shall pay to the Owner all expenses, losses, and damages incurred in consequence of any defect, omission, or mistake of the Contractor or his employees for the making good thereof.
- J. Precautions During Adverse Weather. During adverse weather, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. The Owner may suspend operations of the Contractor at any time when, in the Owner's judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be in any season.

- K. Obligation to Pay for Labor and Materials. The Contractor shall pay for all materials furnished and services rendered for the performance of the Contract, and any person, firm, or corporation furnishing such materials or rendering such services may maintain an action to recover for the same against the Contractor and his surety, or either of them. If so requested by the Owner, the Contractor and his subcontractors shall furnish lien waivers or certified statements from any party furnishing materials or rendering services in connection with the Project, verifying that said party has been paid in full.
- L. Stoppage of Work. If the work to be done under the Contract shall be abandoned, or if the Contract or any part thereof shall be subcontracted without the previous written consent of the Owner, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Owner's representative shall be of the opinion and shall so certify in writing that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the Owner may notify the Contractor by a written order with a copy mailed to the home office of the surety to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Owner designates, and the Owner may thereupon, by contract or otherwise, as it may in its best interest determine, complete the work or such part thereof and charge the entire expense of so completing the work or any part thereof to the Contractor or his surety.
- M. Oral Modification. No oral statement of any person whomsoever in any manner or degree shall modify or otherwise affect the terms of the Contract.

Section 11 – Electrical and Water Supply Needs.

- A. Electrical Energy. If available, the Contractor shall have access to 120-V power from outlets on site at no charge. If other types of power are needed the Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion of the Contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. Water Supply. If available, the Contractor shall have access to potable water on site at no charge. The Contractor shall make all arrangements to acquire a temporary fire hydrant meter for the proper completion of the Project during its entire progress. All water used for concrete work, curing of concrete, testing of structures for water-tightness, and all water used for other purposes where structures may be affected or discolored shall be clean and free from acid, alkali, and iron and from injurious amounts of vegetable matter and oil. Untreated stream water will not be permitted for these purposes.

Section 12 – Inspection and Correction of Work.

- A. Right of Inspection. The Owner shall have the right to inspect the work of the Contractor at any time.
- B. Final Inspection. After the cleaning up of the work, premises, adjacent property, streets, alleys, manholes, catch basins, and all other areas or structures in any way connected with the completion of the Project, the work as a whole shall be observed by the Owner.
- C. Deductions for Uncorrected Work. If the Owner deems it expedient to correct damaged work or work not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.
- D. Correction of Work Before Final Payment. The Contractor shall promptly remove from the site of the work and replace and/or redo, in accordance with the Contract and without expense to the Owner, all work failing to conform to the Contract, whether or not incorporated in the work, and shall bear the expense of making good all work of other contractors damaged or destroyed by such removal and replacement.

Section 13 – Owner's Right to Terminate Contract.

If the Contractor fails to complete the work under the Contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work unsuitably or shall neglect or refuse to remove materials or perform new work for work which has been rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever, shall not carry on the work in an acceptable manner or shall fail to maintain at all times the bonds and insurance herein required, the Owner shall give notice in writing to the Contractor and his surety by registered mail of such delays, neglect, or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the Owner shall have full power and authority without violating this Contract, to take the prosecution of the work out of the hands of said Contractor, to take possession of and utilize any or all materials and equipment on the ground as may be suitable and acceptable, and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

If costs and charges incurred by the Owner are less than the sum which would have been payable under the Contract if it had been completed by said Contractor, then said

Contractor shall be entitled to receive the difference. If costs and charges incurred by the Owner exceed the sum which would have been payable under the Contract if it had been completed by said Contractor, then the Contractor and his surety shall be liable and shall repay to the Owner the amount of said excess expenditure.

Section 14 - Legal Relations and Responsibility to the Public.

- A. Errors and Omissions. Any correction of errors or omissions in the Project plans and specifications may be made by the Owner when such correction is necessary for the proper fulfillment of the intention of the Contract, as construed by the Owner. When said correction of errors or omissions, except as provided below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be negotiated by change order.

If the Contractor knows or can reasonably be expected to have known of an error, discrepancy, or conflict in any of the Construction Documents and fails to report the same, he shall not be entitled to compensation for any work or expense incurred by him which is required to be redone or re-incurred because of said error, discrepancy, or conflict and which would have been avoided had the Contractor promptly reported said error, discrepancy, or conflict when he knew or should have known of the same.

- B. Obligations and Liability of Contractor. The Contractor shall do all the work and furnish all the materials, tools, and equipment and everything necessary and proper for performing and completing the Project, as required by the Contract Documents, in the manner and in the time specified. The Contractor shall complete the entire work in accordance with the Construction Documents, at the lump sum price set forth in the Contract. All the work and labor to be done and materials to be furnished under the Contract shall be done and furnished in strict conformity and compliance with the Contract Documents.

- C. Indemnification of the Authority and the Engineer. The Contractor shall be responsible at all times for all injury or damage of any kind resulting from any work (or omission) to persons or property, including employees and property of the Authority and the Engineer. The Contractor shall indemnify and forever hold and save the Authority and the Engineer harmless from and against all claims or actions, and expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Contract or by conditions created thereby or arising out of, or in any way connected with said work (or omission)(except that the Authority and the Engineer shall not be indemnified for their own sole negligence). The Contractor shall assume and pay for, without cost to the Authority or the Engineer, the defense of any and all claims, actions, and litigation suffered through any act or omission of the Contractor. The Contractor expressly agrees to defend against any claims brought or actions filed against the Authority or the Engineer, where

such claim or action involves, in whole or in part, the subject of indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. All crews, subcontractors, agents, employees, entities, or individuals assigned by the Contractor to perform any work under the Contract shall be the responsibility of the Contractor.

- D. Risk of Loss on Contractor. All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under the Contract, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements, or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Contractor.
- E. No Guarantee of Site Conditions. The Authority makes no representation as to the site conditions of the Project. The Contractor shall be responsible for conducting such investigations of the Project site as he deems necessary to form a reasonable opinion as to the character and the nature of the work required to complete the Project in accordance with the Contract Documents. The Contractor shall bear all losses resulting to him or to the Owner on account of the amounts or character of the work, or because the nature of the land in or on which the work is to be done is different from what was estimated or expected.

The Contractor shall verify all dimensions and elevations in the field before starting work and immediately report to the Engineer any discrepancies discovered.

- F. Minimize Interference with Public. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. The Contractor shall, as his own expense, wherever necessary or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.
- G. Noise to Be Minimized. The Contractor shall so conduct all his operations that they will cause the least annoyance to the residents in the vicinity of the work. All reasonable precautions shall be taken to minimize the noise of the performance operations, such as providing effective mufflers on the exhausts of machines and compressors.

Trucks carrying spoil, concrete, or other materials shall be routed over such roads as will cause the least annoyance to the public.

- H. Protection of Existing Structures. The Contractor shall so conduct his operations as not to damage existing structures. In case of any such damage resulting from the Contractor's operations, the Contractor shall repair and make good as new the damaged portions at his own expense.

- I. Intoxicating Liquors and Illegal Drugs. The Contractor shall not permit the presence or use of intoxicating liquors or illegal drugs upon or about the work covered under the Contract. Tobacco use is prohibited on Authority property.
- J. Compliance with Laws. The Contractor shall keep himself fully informed of all existing and future State and federal laws, all regulations of the various departments and agencies of the State in which the work is to be performed, and municipal ordinances and regulations in any manner affecting the Project or those engaged or employed in the work, including but not limited to the Authority's Design and Construction Standards and the Authority's Rules and Regulations. The Contractor shall at all times himself observe and comply with, and cause all his agents, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and the Owner's representatives, officers, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's agents, employees, or subcontractors.
- K. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.
- L. Patents. The Contractor shall indemnify and save harmless the Owner, and all persons acting for or on behalf of the Owner, from all claims and liability of any nature or kind, including costs and expenses, arising from or occasioned by any infringement or alleged infringement of patent rights on any invention, process, article, or apparatus, or any part thereof, furnished and installed by said Contractor or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.
- M. Occupying Private Land. The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the easements or property of the Owner. The Contractor shall furnish the Owner with signed copies of agreements with private parties involving use of private land in connection with the Contractor's work on this Project before entering upon said private property.
- N. Immigration Compliance. Each Bidder shall certify its compliance with the Georgia Security and Immigration Compliance Act of 2006 and the Employment Eligibility Verification (EEV)/Basic Pilot Program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security

as the electronic federal work authorization program (E-Verify) to be utilized for these purposes. Such certification shall be included with the bid submittal. Any subcontractor engaged by the successful contractor shall also provide such certification as required by law and in a form satisfactory to the Authority prior to performing any work on the Project.

Section 15 – Safety and Health Regulations.

The Contractor shall be fully and solely responsible for job site safety and all safety related matters. The Owner and the Owner's representatives, officers, and agents shall not be responsible for job site safety. The Contractor shall indemnify the Owner and the Owner's representatives, officers, and agents for any and all job site safety matters.

The Contractor shall comply with the safety and health standards of the United States Department of Labor, and of the State in which the work is performed, pursuant to the Williams-Steiger Occupational Safety Act of 1970. The Department of Labor has adopted regulations entitled "Safety and Health Regulations for Construction" and subsequent amendments promulgated by the Department of Labor, Chapter XVII of Title 29, Code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).

The Contractor shall maintain an accurate record of, and will report to the Owner, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies, and equipment incident to the work performed under this Contract.

Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor.

Section 16 – Measurement and Payment.

- A. Breakdown of Lump Sum Prices. After the award of the Contract and before any progress estimate is paid, the Contractor shall supply an itemized statement or breakdown of the lump sum Contract price, subdivided in such detail as shall meet the Owner's approval. When approved, this breakdown may be used as an aid in determining the amount due the Contractor on progress estimates.
- B. Progress Estimates and Pay Requests. The Contractor shall submit a pay request for all work performed during the previous month no later than the tenth (10th) day of each month. The Authority will process and issue payment for all approved work within fifteen (15) business days of receipt of a properly submitted and approved pay request by the Authority. The Authority must inspect all work for which a pay request is submitted prior to release of payment. Any and all portions of the work that fail to pass inspection will not be paid for until the appropriate corrections have been made by the Contractor and another inspection is completed by the Authority.

On each pay request, the Authority shall pay to the Contractor the sum due as estimated above for all completed work, after deducting the accumulated retainage percentage, all payments previously made, and all deductions authorized under the provisions of the Contract.

No progress estimate or payment shall be required to be made when, in the judgment of the Owner, the total value of the work done since the last estimate amounts to less than One Thousand Dollars (\$1,000.00).

The Contractor shall not by reason of said payments be relieved from responsibility for the said materials and the protection thereof and shall make good any loss or damage thereto and shall be responsible for the entire work until the same is finally accepted by the Owner.

- C. Retainage. On projects in excess of \$150,000.00, the Authority shall retain 10% retainage on each pay request in an interest bearing account until 50% of the work is completed, in accordance with Georgia law. Said retainage shall be withheld until final acceptance of the Project by the Authority.

If proper protection is not being maintained on materials in storage for which the Owner has made payments as set forth in the preceding paragraph, the Owner may, after notice in writing to the Contractor, retain from subsequent progress estimates all or any portion of the amount paid for such materials until such time as suitable protection is afforded or the materials are placed or set in the Project and accepted.

- D. Withholding of Payments. The Owner may, for cause shown to exist, withhold issuance or approval of any payment request to the extent necessary to protect the Owner from loss on account of:

1. Defective work not remedied;
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the Contractor to make payments promptly to subcontractors for materials and/or labor;
4. A reasonable doubt that the Contract can be completed for the balance unpaid;
5. Damage to another contractor;
6. Failure to complete the Contract within the time specified;
7. Failure to carry out the Contract in any respect.

In the event of withholding payment for any of the above causes, as soon as the reason for withholding payment has been removed, payment shall be issued for the amounts withheld.

- E. Final Payment. Final payment shall be made by the Authority to the Contractor within fifteen (15) business days of (a) receipt of the final pay request or (b) completion and acceptance of all work required under the Contract, whichever is later.

The final payment to the Contractor shall include an amount equal to the total amount earned, less the amount of all previous payments and any amounts to be retained under the provisions of the Contract. All prior estimates and payments shall be subject to correction in the final estimate and payment.

The approval of the final estimate and payment by the Owner of the amount due to the Contractor shall constitute acceptance of the work.

The Contractor, his surety, and each assignee under any assignment in effect at the time of final payment shall, if required by the Owner, execute and deliver, at the time of and as a condition precedent to final payment, a release in form and substance satisfactory to the Owner and containing such exceptions as may be found appropriate by the Owner, discharging the Owner, its officers, agents, and employees of and from all liabilities, obligations, and claims arising under the Contract.

- F. Contractor's Certificate and Surety Company Statement. Before payment of the final estimate is made, the Contractor shall furnish a Contractor's Certificate stating that all offers for labor and materials and all outstanding claims and indebtedness, including state and federal taxes requested to be withheld, of whatsoever nature arising out of the performance of the Contractor have been paid.

The Contractor shall also furnish a statement by the Surety that, after making a careful examination of the books and records of the Contractor, the surety is satisfied that payment of all the above such bills, claims, and indebtedness has been made.

- G. Money May Be Retained. The Owner may keep any money which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefore to the payment of any expenses, losses, or damages incurred by the Owner, and may retain, until all claims are settled, so much of such money as the Owner shall be of the opinion will be required to settle all claims filed with the Owner, its officers, agents, and employees relating to the Contract.

- H. Liability of Owner. No person, firm, or corporation, other than the signer of the Contract as Contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment of the final estimate shall operate as and shall be a release to the Owner, and every agent of the Owner, from all claims and liability to the Contractor for anything done or furnished or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work, except the claim against the Owner for the remainder, if any there be, of the amounts kept or retained as herein provided.
- I. No Waiver. The Owner shall not be precluded or stopped by any measurement, estimate, or certificate made by or for the Owner either before or after completion and acceptance of the work any payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or the work or materials do not comply in fact with the Contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate, certificate, or payment in accordance therewith, from recovering from the Contractor and his surety such damages as the Owner may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Owner, or any representative of the Owner, nor any payment for, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver of any portion of the Contract or of any right or power therein given, expressly or by implication, or arising therefrom. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.
- J. Contractor's Claims for Damages. If the Contractor claims compensation for any damages sustained by breach of Contract or otherwise, be the same based on claims that due and full credit has not been given the Contractor for work performed or material furnished in accordance with the terms of the Contract or for any other cause, the Contractor shall promptly after the sustaining of any such damage, make a written statement of the nature of the damage sustained to the Owner, and shall on or before the fifteenth (15th) day of the month following that in which the damage shall have been sustained, file with the Owner an itemized statement of the details and amount of such damage, and unless such statement is made as thus required, the Contractor's claim for compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of any such damage.

Section 17 – Restoration of Work Site.

The Contractor shall return all disturbed areas to their pre-existing condition or better. All backfilled areas must be seeded and mulched by the end of each work shift. All

landscaping shall be completed to within 100 feet of the ongoing work by the end of each work shift. After permanent grass has matured, the Contractor shall return to the Project site and remove all temporary soil erosion control devices and sediment barriers, such as silt fencing and stone check dams. Pre-existing sodded yards shall be restored with like sod.

The Contractor shall be solely responsible for the removal of debris or spoil generated by the Contractor from the work site. It is a violation of state law and local ordinances for mud, dirt, rocks, or debris to be deposited on public roads. No spoil will be allowed on paved public roads. Public roads shall be kept clean at all times and at the sole expense of the Contractor.

The Contractor agrees to perform the Contract without any adverse environmental impacts. The Contractor agrees to implement and enforce sound pollution prevention practices to control erosion and sediment, petroleum leaks and spills, chemical spills, and litter throughout all phases of the Project.

Section 18 – Warranty.

The Contractor shall warrant all work performed under the Contract for a period of one (1) year from the date of acceptance of the Project by the Authority. The Contractor shall guarantee to the Owner all workmanship and materials, whether furnished by the Contractor or a subcontractor, against defects for a minimum period of one (1) year after the date of final acceptance of the Project by the Owner. Failure of any item, due to workmanship and/or materials, shall be made good by the Contractor at the Contractor's own expense. The Contractor shall pay for damages to other work, facilities, persons, or property resulting from such defects. Equipment items replaced under the one year warranty period shall carry a new one year warranty beginning on the date of acceptance of the associated corrective work.

Section 19 – Repairs by The Authority.

If any repair or site restoration work, including but not limited to soil erosion and sediment control, is required and the Authority is unable, for any reason, to reach the designated 24-hour contact or other authorized representative of the Contractor, within ninety minutes, then the Authority shall be entitled to back charge the Contractor the sum of \$1,000.00 plus the costs of the repair and/or restorative work, which shall be deemed liquidated damages.

Additionally, if any faulty installation or incomplete performance by the Contractor is repaired or completed by the Authority, the costs of such repairs shall be back-charged to the Contractor.

A detailed explanation of all back-charges shall be provided to the Contractor in writing.

Special Conditions

The following Special Conditions shall apply to the Stewart Mill Sewer Line Rehabilitation Project (the "Project"). In case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall govern and control.

- A. Time for Performance. The Contractor shall have 240 consecutive calendar days from the date specified in the Notice to Proceed, to complete the Project, as defined in Section 2 of the Contract.
- B. Liquidated Damages. Liquidated damages shall be charged in the amount of \$1,000.00 a day should the contractor not satisfactorily complete the Project in the specified time.
- C. The Contractor shall perform post-project TV inspection of the sewer lines
- D. The Contractor shall provide temporary bypass pumping needed to do the rehabilitation work in sewer lines in accordance with Specification for Temporary Bypass Pumping System provided in Appendix "A".
- E. The Contractor shall restore grassing to pre-existing condition or better in grassed areas impacted by Project.
- F. The Contractor shall obtain consultant services to provide erosion control monitoring for the Project to maintain compliance with Georgia EPD GSWCC NPDES permit during the life of the Project.
- G. DIP pipes shall be 24" pressure class 350 with Tnemec 431 lining in accordance with specifications in Appendix "B" (supersedes plan note call out for 401 lining).
- H. Steel pipe shall be 24" diameter 0.5" thickness with Tnemec 431 lining in accordance with specifications in Appendix "B".
- I. Roadway cut repairs and concrete sidewalk repairs must comply with City of Douglasville permit conditions and City of Douglasville DOT Standards.
- J. Traffic control must comply with the City of Douglasville permit requirements.
- K. All work shall adhere to all applicable state and local laws and regulatory requirements, which include but are not limited to:
 - Douglasville-Douglas County Water Sewer Authority Design and Construction Standards, Latest Edition
 - City of Douglasville Utility Permitting Procedures

- Georgia Department of Transportation (GDOT) Standard Specifications, Latest Edition
- Georgia Erosion and Sedimentation Control Manual, Latest Edition
- Manual on Uniform Traffic Control Devices, Latest Edition

- L. If any conflicts or discrepancies are discovered, either on the construction documents or the field conditions, the Contractor must notify the Engineer immediately, and shall not commence operation until the conflicts or discrepancies are resolved.
- M. Associated Project drawings contain information obtained from aerial photography, recorded deeds, plats, engineering drawings, and other sources. Douglasville-Douglas County Water Sewer Authority does not warrant the accuracy or currency of the information presented. The Contractor shall verify all information before proceeding and notify the Engineer of any discrepancies.

BID EVALUATION SHEET

Name of Bidder _____

The undersigned contractor hereby submits its TOTAL LUMP SUM BID for the provision of all labor, materials, tools, and equipment necessary for performance of the Stewart Mill Sewer Line Rehabilitation Project in compliance with all requirements of the Invitation for Bids dated October 23, 2019 and all Addenda thereto.

TOTAL LUMP SUM BID AMOUNT (in numbers) _____

(in words) _____

_____ and ___/100 Dollars

Name of Contractor _____

Address _____

Office Phone _____ Cell Phone _____ Fax _____

Printed Name of Authorized Representative _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

(Corporate Seal, if applicable)

Bidder's Certification of Bid

The undersigned hereby certifies that he has read and he understands the contents of the Invitation for Bids for the Stewart Mill Sewer Line Rehabilitation Project, he is authorized to act on behalf of the named bidder, and hereby submits this bid, as follows:

Total amount of bid: \$ _____

Receipt of the following addenda is acknowledged: Addenda __, __, __.

If selected for contract award, the undersigned agrees to perform all work required to complete the Project in accordance with the requirements of the Invitation for Bids in a timely, good, and workmanlike manner for the total bid amount submitted. The undersigned bidder further agrees, if selected for contract award, to execute the Contract in the form set forth in the Invitation for Bids, to provide the required performance and payment bonds (or letter of credit) in a form acceptable to the Authority, and to provide proof of all insurance required hereunder, all within ten (10) days of receiving notice of award.

WITNESS the hand and seal of the undersigned bidder, this _____ day of _____, 201__.

Legal Name of Bidder _____

Bidder is a (check appropriate choice): _____ Individual
 _____ Partnership
 _____ Corporation
 _____ Other _____

Printed Name of Authorized Representative _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

(Corporate Seal, if applicable)

Sworn to and subscribed before me this _____ day of _____, 201__.

Notary Public

Bidder's Affidavit of Noncollusion

The undersigned Bidder hereby declares under oath that:

(a) No collusion has occurred with any other contractor, subcontractor, material and equipment supplier, or other persons or parties having any interest in this Invitation for Bids or the Project to be performed pursuant hereto.

(b) The Bidder has not directly or indirectly prevented or attempted to prevent competition in this bid process by any means whatsoever.

(c) The Bidder has not directly or indirectly prevented or endeavored to prevent anyone from submitting a bid by any means whatsoever, nor has the Bidder caused or induced another to withdraw a bid pursuant to this Invitation for Bids.

Name of Firm _____

Address _____

Printed Name of Authorized Representative _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

(Corporate Seal, if applicable)

Sworn to and subscribed before me this ____ day of _____, 201_.

Notary Public

GEORGIA SECURITY AND IMMIGRATION ACT OF 2006

**Georgia Security and Immigration Compliance Act Affidavit
(Contractor Affidavit - Due with Proposal)**

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 **Douglasville-Douglas County Water and Sewer Authority**, has registered with, is authorized to use and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A § 13-10-91. The undersigned affirms that it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Douglasville-Douglas County Water and Sewer Authority, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1). The Contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Douglasville-Douglas County Water and Sewer Authority, at the time the subcontractor(s) is retained to perform such services.

EEV / Basic Pilot Program* User Identification Number

Date of Authorization

BY: Authorized Officer or Agent

Date Signed

[Contractor Name]

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: _____

Georgia Security and Immigration Compliance Act Affidavit
(Subcontractor Affidavit)

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 **Douglasville-Douglas County Water and Sewer Authority**, has registered and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99603], in accordance with the applicability provisions and deadlines established in O.C.G.A § 13-10-91.

EEV / Basic Pilot Program* User Identification Number

Date of Authorization

BY: Authorized Officer or Agent

Date Signed

[Subcontractor Name]

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: _____

State of Georgia
County of Douglas

Contract

Project: Stewart Mill Sewer Line Rehabilitation Project
Owner: Douglasville – Douglas County Water and Sewer Authority
Contractor: _____

THIS AGREEMENT is made and entered into this ____ day of _____, 201__ by and between the above-referenced Owner (hereinafter referred to as the "Owner" or the "Authority") and the above-referenced Contractor (hereinafter referred to as the "Contractor").

WITNESSETH:

For and in consideration of the mutual promises and agreements set forth herein, the Authority and the Contractor agree as follows:

Section 1.
Performance by the Contractor;
Definition of Contract.

The Contractor agrees to provide all labor, materials, equipment, tools, transportation, and supplies necessary to carry out and complete in a good, firm, substantial, and workmanlike manner all work described in the Invitation for Bids for the Stewart Mill Sewer Line Rehabilitation Project (the "Project"). All work shall be performed in strict conformity with the Invitation for Bids, Construction Documents, all

bid documents submitted by the Contractor, and this Contract, and all requirements thereof, which shall all form essential parts of this Contract and shall be collectively referred to as the "Contract," said component documents being specifically incorporated herein by reference thereto as if attached hereto or set forth verbatim herein. The Contract, including all the component documents identified in this Section, sets forth the entire agreement of the parties.

Section 2.
Time for Performance.

The Contractor shall commence the Project within ten (10) days from receipt of the Notice to Proceed from the Authority. The Contractor shall carry out the work with adequate forces and equipment so as to complete the Project within 240 consecutive calendar days. Time is of the essence in the performance and completion of the Project and all work required under this Contract.

The Contractor agrees that liquidated damages as stipulated in the General and Special Conditions of the Contract will be assessed for each consecutive calendar day of delay in the completion of the Project (Sundays and legal holidays excluded) at a rate of \$500.00 per day.

Section 3.
Contract Price.

As full compensation for the faithful performance of this Contract and completion of the Project, the Authority agrees to pay the Contractor in current funds for the performance of this Contract the sum of _____ and ___/100 Dollars (\$_____), in accordance with the General Conditions.

Section 4.
Change Orders.

The Authority reserves the right to negotiate and issue change orders to the Contractor, without the necessity of obtaining any additional bids, when appropriate or necessary in the performance of this Contract and completion of the Project. The final Contract price may be increased or decreased based on approved change orders negotiated between the parties and executed in writing by both parties hereto.

Section 5.
Consent to Jurisdiction in Douglas County, Georgia.

This Contract is made and entered into and shall be governed by and construed in accordance with the laws of the State of Georgia. As an integral part of the consideration for the Authority awarding this Contract, the Contractor stipulates and agrees that any and all claims, demands, actions, suits, or other legal proceedings whatsoever arising out of or related to this Contract shall be subject to the jurisdiction of the Superior Court of Douglas County, Georgia. The Contractor further agrees that jurisdiction and venue in said forum is proper and appropriate since performance of the Contract and performance of the Project is to be accomplished within Douglas County, Georgia. The Contractor, by executing this Contract, does voluntarily submit to, and waive any objection to, said jurisdiction and venue.

Section 6.
Liability of Contractor;
Indemnification of Authority

All job site safety and related matters shall be the sole responsibility of the Contractor. The Authority and its agents, employees, or representatives shall have no responsibility for job site safety.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the performance of the Project, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's Subcontractors or suppliers, the Authority, and/or the Engineer (who prepared the technical specifications for the Project). The Contractor shall indemnify and hold harmless the Authority and/or Engineer from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, or because of, or arising out of any and all injuries, deaths, and/or damage, irrespective of the Authority's and/or Engineer's negligence (except that the Authority and Engineer shall not be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action, or other legal proceedings arising therefrom, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the Authority and/or Engineer arising therefrom.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the Authority and/or the Engineer, the Authority may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it from any and all claims, expense, loss, damages, or injury. Such protection and indemnity shall be included in the payment and performance bonds provided by the Contractor for the benefit of the Authority.

Section 7.
Covenant of Faithful and Full Performance.

The Authority and the Contractor do hereby agree that they will each faithfully and fully perform their respective duties under this Contract in full compliance with the Contract Documents.

Section 8.
Miscellaneous.

(a) The Contractor shall warrant and guarantee all of its work for a period of one (1) year from the date of acceptance of the Project by the Authority.

(b) Any provision of the Contract that is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating or rendering unenforceable the remaining provisions of the Contract.

(c) The Contract shall not be assignable by any party hereto without the prior written consent of the other party hereto.

(d) The Contract shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

(e) No provision of the Contract may be amended, waived, or otherwise modified without the prior written consent of all parties hereto. No action taken pursuant to the Contract shall be deemed to constitute a waiver of compliance with any representation, warranty, covenants, or agreement herein contained by the party taking such action. The waiver by any party hereto of a breach of any provision or condition contained in the Contract shall not operate or be construed as a waiver of any subsequent breach of any conditions thereof.

(f) This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Contractor: _____

(Affix Corporate Seal) By: _____

Attest: Title: _____

Secretary

Owner: Douglasville – Douglas County
Water and Sewer Authority

(Affix Authority Seal) By: _____
Kerry Rigdon
Chairman

By: _____
Gilbert B. Shearouse
Executive Director

PERFORMANCE BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PAYMENT OF ALL SUBCONTRACTORS, SUPPLIERS, AND CLAIMANTS THEREUNDER WHO FURNISH LABOR, MATERIALS, EQUIPMENT, OR SERVICES IN THE PROSECUTION OF THE WORK UNDER THIS CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Legal Title and Address of the Contractor)

as Principal (hereinafter referred to as "Principal") and

(Legal Title and Address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the

Douglasville-Douglas County Water and Sewer Authority

as Obligee (hereinafter referred to as "Owner"), for the full and complete performance of the Contract between the Principal and the Owner, to which performance the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated _____, entitled the Stewart Mill Sewer Line Rehabilitation Project, in the amount of _____ and ___/100 Dollars (\$_____), to be performed in accordance with the Invitation for Bids and the Authority's Design and Construction Standards, which Contract, Invitation for Bids, Contractor's bid submittals, and Design and Construction Standards are incorporated herein by reference and made a part hereof, and are hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said Contract and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury, or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, or employees, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the Invitation for Bids, or the Principal's bid shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract.
2. If pursuant to the Contract Documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly remedy the default or defaults or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within ten (10) days after receipt of a declaration of default of the Surety's election either to remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract.
3. Supplementary to and in addition to the foregoing whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within thirty (30) days of receipt of such notice, cause to be paid any unpaid amount for such labor, materials, equipment, or services.
4. It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
5. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of the Owner to be done under the Contract Documents.

- 6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.
- 7. This bond shall be considered the same as a bond furnished under O.C.G.A. § 36-91-1, et seq., as amended, and all provisions of law pertaining to bonds furnished under said Chapter shall pertain hereto.
- 8. The Surety, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under this bond, shall be subject to the jurisdiction and venue of the Superior Court of Douglas County, Georgia. The Surety does agree, by execution of these documents, that jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which this bond is executed is to be accomplished within Douglas County, Georgia.

Signed and sealed this _____ day of _____, A.D. 201_____.

In the presence of:

Witness

(Principal)

(Title)

(SEAL)

Witness

(Surety)

(Title)

(SEAL)

PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Legal Title and Address of the Contractor)

as Principal (hereinafter referred to as "Principal") and

(Legal Title and Address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the

Douglasville-Douglas County Water and Sewer Authority

as Obligee (hereinafter referred to as "Owner"), for the use and benefit of claimants defined, hereinafter, in the amount of _____ Dollars (\$ _____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated _____, entitled Stewart Mill Sewer Line Rehabilitation Project _____, in the amount of _____ and ___/100 Dollars (\$ _____), to be performed in accordance with the Invitation for Bids and the Authority's Design and Construction Standards, which Contract, Invitation for Bids, Contractor's bid submittals, and Design and Construction Standards are incorporated herein by reference and made a part hereof, and are hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the Invitation for Bids, or the Principal's bid shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension or extensions of time, alteration or

alterations or addition or additions to the terms of the Contract or to the work or to the specifications or plans.

2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said Contract.
3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Contractor furnishing said payment bond shall have the right of action upon the said payment bond upon giving written notice to said Contractor within ninety days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said ninety day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the Contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department or, notice may be served in any manner authorized by law to serve summons or process. Every suit instituted under this Section shall be brought in the name of the claimant without Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefore who submits an affidavit that he had supplied labor or materials for such work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the Contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the amount the superior courts are permitted to charge for similar copies.
4. No action can be instituted on this bond after one year from the date of the final acceptance of the work by the Owner.

5. It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, equipment, or services provided in the prosecution of the work.
6. This bond shall be considered the same as a bond furnished under O.C.G.A. § 36-91-1, et seq., as amended, and all provisions of law pertaining to bonds furnished under said Chapter shall pertain hereto.
7. The Surety, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under the Contract or this bond, shall be subject to the jurisdiction and venue of the Superior Court of Douglas County, Georgia. The Surety does agree, by execution of these documents, that jurisdiction and venue in said forum is proper and appropriate since performance of the underlying Contract for which this bond is executed is to be accomplished within Douglas County, Georgia.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

Signed and sealed this _____ day of _____, A.D. 201_____.

In the presence of:

Witness

(Principal)

(Title)

(SEAL)

Witness

(Surety)

(Title)

(SEAL)

APPENDIX A

GUIDE SPECIFICATION FOR TEMPORARY BYPASS PUMPING

**GUIDE SPECIFICATION FOR TEMPORARY
BYPASS PUMPING SYSTEMS**

1.1 SCOPE

- A. Under this item the Contractor is required to furnish all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping system for the purpose of diverting the existing flow around the work area for the duration of the project.
- B. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a manufacturer who can demonstrate to the engineer that he specializes in the design and operation of temporary bypass pumping systems. The vendor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past three years. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

1.2 REQUIREMENTS FOR SUBMITTING BIDS

- A. The Contractor shall prepare with the vendor a specific, detailed description of the proposed pumping system and submit it and the vendor's references with his bid proposal. Bid proposals without an acceptable detailed plan for the temporary bypass pumping system shall be rejected.
- B. The Contractor shall submit to the Engineer detailed plans and descriptions outlining all provisions and precautions to be taken by the Contractor regarding the handling of existing wastewater flows. This plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents. No construction shall begin until all provisions and requirements have been reviewed and approved by the Engineer.
- C. The plan shall include but not limited to details of the following:
 - 1. Staging areas for pumps;
 - 2. Sewer plugging method and types of plugs;
 - 3. Number, size, material, location and method of installation of suction piping;
 - 4. Number, size, material, method of installation and location of installation of discharge piping;
 - 5. Bypass pump sizes, capacity, number of each size to be on site and power requirements;

6. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted);
7. Standby power generator size, location;
8. Downstream discharge plan;
9. Method of protecting discharge manholes or structures from erosion and damage;
10. Thrust and restraint block sizes and locations;
11. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill;
12. Method of noise control for each pump and/or generator;
13. Any temporary pipe supports and anchoring required;
14. Design plans and computation for access to bypass pumping locations indicated on the drawings;
15. Calculations for selection of bypass pumping pipe size;
16. Schedule for installation of and maintenance of bypass pumping lines;
17. Plan indicating selection location of bypass pumping line locations.

1.3 **EQUIPMENT**

- A. All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.

All bypass pumping system shall be from one of the following vendors:

1. Godwin Pumps by Xylem Corporation.
2. Rain for Rent
3. Sunbelt Rentals

- B. The Contractor shall provide the necessary stop/start and level controls for each pump.
- C. The Contractor shall include one stand-by pump of each size to be maintained on site.

Back-up pumps shall be on-line, isolated from the primary system by a valve.

- D. Discharge Piping - In order to prevent the accidental spillage of flows all discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the engineer.

Allowable piping materials will be Godwin "QD" Steel Pipe (Godwin Pumps of America, Inc.) or fused, high-density polyethylene pipe as manufactured by Phillips Driscopipe, Inc. or equal.

1.4 **SYSTEM DESCRIPTION**

A. Design Requirements:

1. Bypass pumping systems shall have sufficient capacity to pump a peak flow of 2,500 Gallons per Minute. The Contractor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the main can be safely diverted around the section to be repaired. Bypass pumping system will be required to be operated 24 hours per day.
2. The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump for each size pump utilized shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure.
3. Bypass pumping system shall be capable of bypassing the flow around the work area and of releasing any amount of flow up to full available flow into the work area as necessary for satisfactory performances of work.
4. The Contractor shall make all arrangements for bypass pumping during the time when the main is shut down for any reason. System must overcome any existing force main pressure on discharge.

B. Performance Requirements:

1. It is essential to the operation of the existing sewerage system that there be no interruption in the flow of sewage throughout the duration of the project. To this end, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the sewage flow before it reaches the point where it would interfere with his work, carry it past his work and return it to the existing sewer downstream of his work.
2. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
3. The Contractor shall provide all necessary means to safely convey the sewage past the work area. The Contractor will not be permitted to stop or impede the main flows under any circumstances.

4. The Contractor shall maintain sewer flow around the work area in a manner that will not cause surcharging of sewers, damage to sewers and that will protect public and private property from damage and flooding.
5. The Contractor shall protect water resources wetlands and other natural resources.

1.5 **FIELD QUALITY CONTROL AND MAINTENANCE**

A. Test:

1. The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The engineer will be given 24 hours notice prior to testing.
2. The Contractor shall operate the temporary bypass pumping system for as long as necessary to demonstrate reliable operation of the entire system, including but not limited to pumps, controls, and alarms, to the satisfaction of the Owner and/or Engineer prior to beginning any work in the area which is being bypassed.

B. Inspection:

1. Contractor shall inspect bypass pumping system every 2 hours to ensure that the system is working correctly.

C. Maintenance Service:

1. The Contractor shall insure that the temporary pumping system is properly maintained.
2. Pumps shall have auto dialer notification systems, or the Contractor shall ensure that personnel assigned to the operation and maintenance of the temporary systems and facilities are there 24 hrs/day, 7 days/week and are fully qualified and trained to operate and maintain the temporary systems. If auto dialer is used, it shall be programmed to contact a local contractor representative that shall be on-site within 20 minutes of receiving a call. The Contractor shall be responsible to maintain all temporary systems and facilities throughout the Construction Period.

D. Extra Materials:

1. Spare parts for pumps and piping shall be kept on site as required.
2. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

1.6 **PREPARATION**

A. Precautions

1. Contractor is responsible for locating any existing utilities in the area the Contractor selects to locate the bypass pipelines. The Contractor shall locate his bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the City and the Engineer. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.
2. During all bypass pumping operation, the Contractor shall protect the Pumping Station and main and all local sewer lines from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to the Pumping Station and main and all local sewer lines caused by human or mechanical failure.

1.7 **INSTALLATION AND REMOVAL**

- A. The Contractor shall remove manhole sections or make connections to the existing sewer and construct temporary bypass pumping structures only at the access location indicated on the Drawings and as may be required to provide adequate suction conduit.
- B. Plugging or blocking of sewage flows shall incorporate primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance or work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- C. When working inside manhole or force main, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible oxygen-deficient atmospheres, and confined spaces.
- D. The installation of the bypass pipelines is prohibited in all saltmarsh/wetland areas. The pipeline must be located off streets and sidewalks and on shoulders of the roads. When the bypass pipeline crosses local streets and private driveways, the contractor must place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after the receipt of written permission from the engineer, the Contractor shall remove all the piping, restore all property to pre-construction condition and restore all pavement. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline within public ways from the City.

APPENDIX B
Specification Tnemec 431 Lining

INTERIOR LINING OF DUCTILE IRON AND STEEL PIPE AND FABRICATED PIPING

PART 1 - GENERAL

1.1 SUMMARY

1. This Section includes surface preparation and shop application of Series 431 Perma-Shield PL, a high-performance polyamine ceramic epoxy lining for use in the interior and on the fabricated ductile iron AND steel pipe exposed to severe wastewater environments.
2. The ceramic epoxy lining material shall be an amine-cured epoxy containing at least 20% by volume of ceramic hollow microspheres.

1.2 REFERENCES

A. ASTM International, (ASTM)

1. ASTM B 117-99(2007) – Standard Practice for Operating Salt Spray (Fog) Apparatus
2. ASTM C 413-01(2006) – Standard Test Method for Absorption of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
3. ASTM C 868-02(2008) – Standard Test Method for Chemical Resistance of Protective Linings
4. ASTM D 149-09 – Standard Test Method for Dielectric Breakdown Voltage and Dielectric Strength of Solid Electrical Insulating Materials at Commercial Power Frequencies
5. ASTM D 870-09 – Standard Practice for Testing Water Resistance of Coatings Using Water Immersion
6. ASTM D 1653-03(2008) – Standard Test Methods for Water Vapor Transmission of Organic Coating Films
7. ASTM D 2370-98(2002) – Standard Test Method for Tensile Properties of Organic Coatings
8. ASTM D 2240-05 – Standard Test Method for Rubber Property—Durometer Hardness
9. ASTM D2583-07 – Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor
10. ASTM D 2794-93(2004) – Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
11. ASTM D 4400-99(2007) – Standard Test Method for Sag Resistance of Paints Using a Multinotch Applicator
12. ASTM D 4060-14 – Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser
13. ASTM D 4541-09 – Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
14. ASTM G 8-96(2003) e1 – Standard Test Methods for Cathodic Disbonding of Pipeline Coatings

15. ASTM G 210-13 – Standard Practice for Operating the Severe Wastewater Analysis Testing Apparatus (S.W.A.T.)
- B. British Standard, (BS)
 1. BS EN 598:2007+A1:2009 – Ductile Iron Pipes, Fittings, Accessories and Their Joints for Sewerage Applications – Requirements and Test Methods
- C. NACE International, (NACE)
 1. NACE SP0188-2006 – Standard Practice for Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
 2. NACE TM0174-2002 – Laboratory Methods for the Evaluation of Protective Coatings and Lining Materials in Immersion Service
- D. National Association of Pipe Fabricators (NAPF)
 1. NAPF 500-03 – Surface Preparation Standard for Ductile Iron Pipe and Fittings in Exposed Locations Receiving Special External Coatings and/or Special Internal Linings
- E. SSPC: The Society for Protective Coatings, (SSPC)
 1. SSPC-PA2 – Paint Application Specification No. 2: Measurement of Dry Coating Thickness with Magnetic Gages.
- F. Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization references to those documents shall mean the replacement documents or the last version of the document before it was discontinued.

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Provide products from a company specializing in manufacture of high-performance epoxy coatings with a minimum 10 years' experience.
 1. Materials shall be products of a single manufacturer or items standard with manufacture of specified coating materials.
 2. Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- B. Applicator's Qualifications: Engage a single installer approved by the manufacturer with a minimum of three years' experience performing this type of lining installation and with documented skill and successful experience in the installation of ceramic epoxy lining to interior of ductile iron pipe and fittings.
 1. Submit name and qualifications to Engineer.
 2. Submit proof of acceptability of applicator by manufacturer to Engineer.

1.4 SUBMITTALS

- A. In accordance with the procedures and requirements set forth in the General Conditions and Section 01200 entitled "Submittals", the applicator shall submit all required information as specified herein.

- B. Shop Drawings: Submit for approval prior to commencing any Work:
1. Product Data Sheet
 2. Material Safety Data Sheet
 3. Performance Testing Reports: Copies of test data for the entire physical, chemical, and permeation properties listed herein and as outlined within this Section.
 4. Instillation Instructions: Manufacturer's written installation instructions for the materials specified in this Section.
 5. Copies of specifications, technical information, and general recommendations from the coating manufacturer for the specified material.
 6. Qualifications Data: Submit qualifications in accordance with Article 1.3, above:
 - a. Manufacturer
 - b. Applicator
- C. Application Reports: Submit at the completion of Work
1. Daily Reports: Include surface preparation, substrate conditions, ambient conditions application procedures, lining materials applied, material quantities, and material batch number(s).

1.5 PRODUCT STORAGE, HANDLING AND APPLICATION

- A. Coating materials shall be handled, stored and applied in accordance with the manufacturer's recommendations.

1.6 WARRANTY

- A. Protective Lining Manufacturer shall warranty its products as free from material defects for a minimum period of three (3) years. Provide associated Warranty Certificate.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. To define requirements for materials, size, and design, this specification lists specific products manufactured by Tnemec Company, Inc. of Kansas City, Missouri. Materials specified herein are cited as the minimum standard of quality which will be acceptable.
- B. Interior Pipe Lining:
1. Tnemec Series 431 Perma-Shield PL polyamine ceramic epoxy lining
 - a. Dry Film Thickness: 40 mils (nominal)
 2. Generic Type: Polyamine Ceramic Epoxy
 3. Properties:
 - a. Solids by Volume: 100 percent
 - b. Hazardous Air Pollutants: Zero

- c. Ceramic Hollow Microspheres: 20 percent by volume (no silica fume, fly ash, or alumina dust)
 - d. Pigment Volume Concentration: Less than 22 percent
 - e. Coal-Tar Content: Zero
4. Performance Criteria:
- a. Abrasion: (ASTM D4060-07, CS-17 wheel, 1,000 grams) – 41 mg loss. (BS EN 598:2007+A1:2009, 50,000 cycles) – 0.6 mils loss
 - b. Adhesion: (ASTM D 4541) – Not less than 3,000 psi, DIP.
 - c. Severe Wastewater Analysis Test: (ASTM G 210-13) – Initial electrochemical impedance of 11.8 log-Z at 0.001 Hz (ohms-cm²). No blistering, cracking, checking or loss of adhesion. Not less than 88% retained impedance and no more than 1.26 ohms-cm² reduction in log-Z following 28 days exposure.
 - d. Cathodic Disbondment: ASTM G 8 (1.5 V) Classification Group A. No more than 0.00 inch (0.00 mm) disbonded equivalent circle diameter.
 - e. Chemical Resistance: (ASTM C 868-02, 25 percent sulfuric acid, 100 degrees F, 100 days – (NACE TM0174-2002, 6 months continuous immersion, 50 percent sulfuric acid, 13 percent sodium hypochlorite, 5 percent sodium hydroxide, 75 degrees F – No effect.
 - f. Dielectric Strength: (ASTM D 149-09) – greater than 600 volts per mil
 - g. Hardness: (ASTM D 2240): Shore D hardness of 79.
 - h. Immersion: 140°F (60°C) De-ionized Water Immersion. No blistering, cracking or delamination of film after 5,000 hours continuous immersion.
 - i. Impact: (ASTM D 2794-04) – No visible cracking or delamination after 160 inch-pounds (18.0 J) direct impact.
 - j. Salt Spray (ASTM B 117-09): No blistering, cracking, rusting or delamination of film. No rust creepage at scribe after 1,000 hrs.
 - k. Water Absorption (ASTM C 413-01(2006) – 0.0 percent water absorption
 - l. Water Vapor Transmission (ASTM D 1653-03(2008) Method B, Wet Cup, Condition C) – 1.25 g/m² per 24 h water vapor transmission and 0.09 perms water vapor permeance.

C. No substitutions allowed

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Ductile Iron Pipe Interior Preparation: Uniformly rotary-abrasive blast the entire interior surface using angular abrasive to an NAPF 500-03-04: "Internal Pipe Surface Condition, with full removal of annealing oxide layer". When viewed without magnification, the interior surfaces shall be free of all visible dirt, dust, annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be re-blasted. The surface shall contain a minimum angular anchor profile of 3.0 mils (76.2 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).
- B. Steel Pipe Interior Preparation: Abrasive blast to a SSPC-SP5 blast standard providing a 3 mil anchor profile. Prior to coating the substrate must be clean dry and free of all contaminants.
- C. Surface shall be coated within a maximum of eight hours of surface preparation.

Ceramic Epoxy Lining

3.2 APPLICATION

- A. The lining shall be applied by an approved applicator with successful history of applying ceramic epoxy linings to the interior of ductile iron pipe and fittings.
- B. Within 8 hours of surface preparation, the interior shall be ceramic epoxy coated with the following dry film thicknesses (DFT).
 - 1. Pipe Interior: 40 mils
 - 2. Fittings Interior: 40 mils
 - 3. Push-on Joints: 6–10 mils
 - 4. Flange Faces: 6–10 mils
 - 5. Mechanical Joints: Extend lining from spigot end to edge of gauging ring.

3.3 CUTTING PIPE

- A. Cutting shall be done in a neat manner, without damage to the pipe or the lining. Use wheel cutters when practicable. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting, the ends of the pipe shall be dressed in a power grinder to remove all sharp edges. The cut ends of push on joint pipe shall be suitably beveled.

3.4 HANDLING

- A. Series 431 Perma-Shield PL lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, cables or other devices shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers. Only nylon straps or similar lifting devices are to be used.

3.5 INSPECTION

- A. Inspection:
 - 1. All ceramic epoxy lined pipe and fittings visual examined for film defects, including any runs, sags, and debris in the film. Repairs shall be made in accordance with the manufacturer's instructions.
 - 2. All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic dry film thickness gauge. The thickness testing shall be in according with SSPC-PA2 film thickness rating.
 - 3. The interior and exterior lining of all pipe and fittings shall be tested for holidays, pinholes, and discontinuities in accordance with NACE SP0188. All holidays shall be properly repaired in accordance with the manufacturer's instructions and retested at no additional cost to the Owner.
 - 4. Each pipe joint and fitting shall be marked with the date of application of the ceramic epoxy lining system and with its numerical sequent of application on that date.
- B. Certification: The pipe or fitting manufacturer shall supply a certificate attesting to the fact that the applicator met the requirements of this Specification, and that the material was applied as required by the Specification.

3.6 COATING REPAIR

- A. Repairs and touch-up shall be performed in accordance with the manufacturer's recommended repair and touch-up procedures.
- B. All field cut ends shall be repaired and sealed prior to the installation.