



## **REQUEST FOR BID**

**NOVEMBER 2015**

### **NORTHEAST WRF AERATION DIFFUSERS REPLACEMENT PROJECT**

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

**Bid Opening:** December 15, 2015 at 3:00 p.m. local time  
1600 Battle Creek Road, Morrow, GA 30260

**Non-Mandatory** December 1, 2015 at 10:00 a.m. local time  
**Pre-Bid Meeting:** 6900 Old Macon Highway, Rex, GA 30273

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### **Drawings**

Northeast WRF Expansion and Upgrade – Dwg No. 25-M-1  
Northeast WRF Expansion and Upgrade – Dwg No. 25-M-2  
Existing Diffuser Manufacturer Information (Schreiber LLC Shop Drawings)

**Addenda** (None issued at this time)

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## **Division 1**

## **General Overview**

### **Section 1: Request for Bids**

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

Name of Project: **Northeast WRF Aeration Diffusers Replacement Project**

The Clayton County Water Authority will open sealed bids on December 15, 2015 at 3:00 p.m. (local time) at its offices at 1600 Battle Creek Road, Morrow, GA, 30260, for the following project: **Northeast WRF Aeration Diffusers Replacement Project**. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Meeting will be held on December 1, 2015 at 10:00 a.m. local time at 6900 Old Macon Highway, Rex, GA 30273.

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am - 5:00 pm or by e-mail to [CCWA\\_Procurement@ccwa.us](mailto:CCWA_Procurement@ccwa.us). Bidders will need to provide contact information and an email address and any file size transfer limits to insure email transmittals can be made. A hardcopy bid package can also be requested at a cost of \$25.

**Clayton County Water Authority**  
By: John Chafin, Chairman

**END OF SECTION**

## **Division 1**

## **General Overview**

### **Section 2: General Information**

#### **1.1 Bid Overview**

This is an invitation to your firm to submit a sealed bid for supplying and installing fine bubble aeration diffusers for the Northeast Water Reclamation Facility.

The bids shall be delivered or mailed in a sealed envelope to the Clayton County Water Authority (CCWA), located at 1600 Battle Creek Road, Morrow Georgia, 30260, on or before December 15, 2015 at 3:00 p.m. (local time). The envelope shall be marked "Sealed Bid" and carry the bid title, date, and time of bid opening (refer to General Instructions to Bidders). Any and all bids received after this date and time will be considered unresponsive.

#### **1.2 Bid Evaluation**

It is the intent of CCWA to award this work to the responsive responsible bidder submitting the lowest bid of either Option No. 1 or Option No. 2 complying with the conditions of this RFB and will be the most advantageous to the Clayton County Water Authority (CCWA). Determination of best response to bid will be the sole judgment of the CCWA.

#### **1.3 Addendum**

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing either by fax (770-960-5224) or by email (**CCWA\_Procurement@ccwa.us**) by **3:00 p.m. EST, December 4, 2015**. Any and all responses to bidder's questions will be issued in the form of an Addendum by fax or email. All addenda issued shall become part of the Bid Documents.

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

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

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

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

## **Division 2**

## **Bid Requirements**

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

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

## **Division 2**

## **Bid Requirements**

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

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

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

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## **Bid Requirements**

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

taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

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



## **Division 2**

## **Bid Requirements**

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

Requirements prior to beginning performance.

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

## **Division 2**

## **Bid Requirements**

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

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

## **Division 2**

## **Bid Requirements**

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

has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for “Directories”, link for “UCP Directory - Excel” at:

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

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

### **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

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

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 2: Risk Management Requirements**

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

#### **CONTRACTS FOR UP TO \$50,000**

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

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

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

#### **CONTRACTS FOR MORE THAN \$50,000**

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

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

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

## **Division 2**

## **Bid Requirements**

### **Section 2: Risk Management Requirements**

#### **RISK MANAGEMENT REQUIREMENTS (Cont'd)**

<b>CONTRACTS FOR UP TO \$50,000</b>
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<b>CONTRACTS FOR MORE THAN \$50,000</b>
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#### **LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

**Owner's Protective Liability** – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

**Owner's Protective Liability** – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 3: Bid Submittals**

#### **3.1 Submittal Requirements**

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

- A) Bid Form.
- B) Georgia Bid Bond.
- C) Bidder Qualification Information, including References.
- D) Georgia Security and Immigration Compliance Act of 2006.
- E) Contractor Affidavit and Agreement.
- F) Sub-Contractor Affidavit.

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

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

- G) All addenda issued must be signed and dated, and included in the bid submittal package.
- H) SLBE Forms. An indication of "N/A" for "not applicable" must be noted as appropriate.
- I) Manufacturer's catalog information, descriptive literature, specifications and identification of materials of construction.
- J) Certified oxygen transfer efficiency and headloss curves for replacement diffusers.
- K) Manufacturer's Certificate of Compliance.

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 4: Bid Form**

Bid of \_\_\_\_\_

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Northeast WRF Aeration Diffusers Replacement Project** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

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

Total amounts are products of the unit prices multiplied by the estimated quantities. In the event of a conflict between the amounts and the unit prices, the unit prices shall govern.

#### **CONTRACT EXECUTION AND BONDS:**

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

Bidder accepts the terms and conditions of the Documents.

#### **PAYMENT TERMS:**

Payment terms are net 30 days after completion of work and receipt of a detailed payment application.

#### **INSURANCE:**

Bidder further agrees that bid amount(s) stated herein includes specific consideration

## **Division 2**

## **Bid Requirements**

### **Section 4: Bid Form**

for the specified insurance coverage.

#### **CONTRACT TIME:**

Bidder hereby agrees to commence work by executing the agreement within fourteen (14) calendar days of Notice to Proceed or as specified by CCWA. The contract shall be completed within sixty (60) calendar days from the Notice to Proceed. The Contractor shall be liable to pay to the Owner, as liquidated damages the amount of \$250.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.

#### **ADDENDA:**

Bidder acknowledges receipt of the following Addenda:

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#### **SURETY:**

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

#### **BID:**

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

#### ***WE BID AS FOLLOWS:***

Total Lump Sum Bid Amount includes any and all cost including but not limited to labor, supervision, equipment, tools, products, materials, training, travel and related expenses.

<b>Lump Sum Bid Item</b>	<b>Lump Sum Bid Amount</b>
Northeast WRF Aeration Diffuser Replacement Project – Option No. 1	\$
Northeast WRF Aeration Diffuser Replacement Project – Option No. 2	\$

Proposed Membrane Supplier:

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## **Division 2**

## **Bid Requirements**

### **Section 4: Bid Form**

If the Bidder is certified as a Small Local Business Enterprise (SLBE) with CCWA, the CCWA SLBE Certification number must be entered below, as well as the County where the business is located in. According to the county of business address, the corresponding percentage of bid discount will be determined as outlined on page 2-8.3 of this package. Information provided on this form will be subject to verification by CCWA.

CCWA SLBE Certification No. \_\_\_\_\_ County: \_\_\_\_\_

Bid Discount % (please check one):                      ☐ 10%                      ☐ 7.5%                      ☐ 5%

#### **Submitted by:**

COMPANY NAME OF BIDDER: \_\_\_\_\_

By: (OFFICER NAME) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 5: Georgia Bid Bond**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

herein after called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_

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

of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid for **Northeast WRF Aeration Diffusers Replacement Project**, and said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the documents, entitled: **Northeast WRF Aeration Diffusers Replacement Project**.

## **Division 2**

## **Bid Requirements**

### **Section 5: Georgia Bid Bond**

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

PRINCIPAL

By \_\_\_\_\_

SURETY

By \_\_\_\_\_  
Attorney-In-Fact

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 6: Bidder Qualification Information**

COMPANY NAME OF BIDDER: \_\_\_\_\_

\_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS OF COMPANY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMPANY TAX ID NUMBER: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

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

NAME OF PRINCIPAL OFFICERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

**REFERENCES**

*Provide project references for similar work that have been completed within the last 24 months.*

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

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 7: Contractor Affidavit and Agreement**

#### **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

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

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

**Authorized Signature:** \_\_\_\_\_

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

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

## **Division 2**

## **Bid Requirements**

### **Section 7: Contractor Affidavit and Agreement**

#### **CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number  
***Please enter the four to six numerical characters***

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_

## **Division 2**

## **Bid Requirements**

### **Section 7: Contractor Affidavit and Agreement**

#### **SUBCONTRACTOR AFFIDAVIT**

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 (name of contractor)\_\_\_\_\_

on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of this contract the federal work authorization program – EEV/Basic Pilot Program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the subcontractor(s) presenting such affidavit(s) to the Subcontractor.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number  
***Please enter the four to six numerical characters***

\_\_\_\_\_  
BY: Authorized Officer or Agent  
Subcontractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_, 20\_\_\_\_.  
DAY OF \_\_\_\_\_

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

My Commission Expires:  
\_\_\_\_\_



## **Division 2**

## **Bid Requirements**

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

#### **8.1 Program Overview**

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Bid discounts for the use of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting sub-contractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Bidder to be considered responsive.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$5,000,000, (2) Professional Services Firms – \$1,000,000, (3) Architectural & Engineering – \$2,000,000, and (4) Goods & Services – less than 100 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through the DeKalb County, Clayton County, or the City of Atlanta, and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE, provided that they complete the official certification application for CCWA within two (2) years following the date of provisional certification. If a firm meets these qualifications, but is not currently certified as a small business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for bid submission.

SLBE's must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the

## **Division 2**

## **Bid Requirements**

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

work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

Participation in the SLBE program is not a requirement to participate in contracting with CCWA. The use of an SLBE is a requirement when bid discounts are to be sought. The Bidder will be required to complete the required forms as outlined in the following section.

#### **8.2 SLBE Required Forms**

This package contains the following forms that Bidders are required to submit along with their bids (in addition to general contractor forms):

- A) SLBE-1 – Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm's size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
- B) SLBE-2 – Sub-Contractor Contact Form: A list of all firms contacted to participate as SLBE sub-contractors/suppliers on a contract.
- C) SLBE-3 – SLBE Sub-Contractor/Supplier Utilization Form: A list of all firms procured as SLBE sub-contractors/suppliers to be utilized on this contract.

#### **8.3 SLBE Optional Forms**

The following form is for information and tracking purposes only, to be provided post award, at the bidder's option:

- A) SLBE-4 – Post-Award-Monthly SLBE Participation Report-Bid Discount: Report detailing amount paid to SLBE sub-contractor on the contract.

#### **8.4 Overview of Bid Discount**

Bid discounts are incentives that range between 5% and 10% for the use of a certified SLBE (prime or sub-contractor) located in Clayton County or the ten (10) counties outlined in this section. Bid discounts allow an original bid amount to be discounted by a certain percentage for purposes of evaluating and determining the low responsible responsive bid. The discounted bid amount will be used in the evaluation process of awarding to the low responsive, responsible bidder. The original bid amount will be the basis for contract award.

## **Division 2**

## **Bid Requirements**

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

*Example: A \$100,000 bid with a 5% bid discount would be evaluated at \$95,000. However, \$100,000 would be paid to the successful bidder.*

The calculation of SLBE bid discounts shall be as follows:

There will be an applied tiered discount to bids based on what county the SLBE business is located.

- 10 percent for SLBE's in Clayton County.
  - 7.5 percent for SLBE's within the next surrounding 5 counties (DeKalb, Fayette, Fulton, Henry and Spalding).
  - 5 percent for SLBE's for the 5 outer counties (Cherokee, Cobb, Douglas, Gwinnett and Rockdale).
- (1) Discounts are given to Bidders who are SLBE Primes or Primes using a small local subcontractor.
  - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) for a list of certified SLBE's. For your convenience, the list is provided by clicking [here](#).

**Division 2**

**Bid Requirements**

**Section 8: Small Local Business Enterprises (SLBE) - General Information**

**FORM SLBE-1**

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the Clayton County Water Authority (CCWA) to promote full and equal business opportunity for all persons doing business with CCWA. The undersigned covenants that we have not discriminated on the basis of a firm's revenue or employee count with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SLBE-2 and SLBE-3. Set forth below is the signature of an officer of the bidding entity with CCWA to bind the entity.

I, \_\_\_\_\_ (Name, Title), on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Company), by my signature below, do hereby promise:

1. To adopt the policies of Clayton County relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of CCWA;
2. Not to otherwise engage in discriminatory conduct;
3. To provide a discrimination-free working environment;
4. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
5. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
the person who signed the above covenant in my presence.

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

\_\_\_\_\_  
My Commission Expires

[Seal]

## FORM SLBE-2

### SUB-CONTRACTOR CONTACT FORM – BID DISCOUNT

#### INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the sub-contractor contact form and submit the completed and signed form with the bid. **Failure to submit this form may result in the bid being deemed nonresponsive.**

**SLBE Prime Contractors:** If you are the prime contractor on the project AND also the SLBE on the project and will NOT use any other SLBE firms as sub constructors, check the box at the top of the form and sign the form.

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the contract.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. County of Clayton Business License: State if the contractor/supplier you contacted is a Clayton County Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (SLBE/non-SLBE): State whether the contractor/supplier you contacted is an SLBE or non-SLBE.
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

## FORM SLBE-2

### SUB-CONTRACTOR CONTACT FORM

*List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.*

IF THE PRIME IS THE SLBE ON THE PROJECT CHECK THE BOX

☐

Name of Sub-Contractor/ Supplier	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SLBE or Non SLBE)	Results of Contact
Company ABC	123 Main Street Morrow, GA 30260 770-123-4567	Yes	Hauling	SLBE	Will perform as sub

**FORM SLBE-2**

**SUB-CONTRACTOR CONTACT FORM – Cont'd**

*List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.*

<b>Name of Sub-Contractor/ Supplier</b>	<b>Contact Name, Address and Phone Number</b>	<b>County of Clayton Business License? (Yes or No)</b>	<b>Type of Work Solicited for</b>	<b>Business Ownership</b> <i>(Enter SLBE or Non SLBE)</i>	<b>Results of Contact</b>

**Bidder's Name:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FORM SLBE-3**  
**SMALL LOCAL BUSINESS ENTERPRISE PROJECT PARTICIPATION PLAN**  
**SUB-CONTRACTOR/SUPPLIER UTILIZATION**  
**INSTRUCTIONS TO CONTRACTORS**

The prime contractor must complete the project participation plan for sub-contractor/supplier utilization and submit the form with the bid. **Failure to submit this form will result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the contract.
2. Certified as SLBE: State if the subcontractor/supplier to be used on the project is an SLBE.
3. Which County? If you are using an SLBE on the project, state in which county the SLBE is located.
4. NAIC or NIGP code: List the NAIC/NIGP code that relates to the service or work to be performed by the subcontractor/supplier.
5. Type of work to be performed: Describe the type of proposed work to be performed by the subcontractor/supplier.
6. Certification number and expiration date: If using an SLBE, provide the SLBE certification number and expiration date.
7. Estimated dollar value of work: Provide the estimated dollar value of the work to be performed by the subcontractor/supplier on the project.
8. Percentage of Total Bid Amount: Enter the estimated % of the total bid amount for which the SLBE will be paid.

**Estimated Dollar Value of the Work / Total Bid Amount = % of Total Bid Amount**



**FORM SLBE-3****SMALL LOCAL BUSINESS ENTERPRISE PROJECT PARTICIPATION PLAN  
SUB-CONTRACTOR/SUPPLIER UTILIZATION**

*List **all** sub-contractors and suppliers, including lower tiers, to be used on this project.*

**IF NO SUB-CONTRACTOR/SUPPLIERS WILL BE USED PLEASE CHECK THE BOX**

☐

Name of Sub-contractor/ Supplier	Certified as Small Local Business Enterprise (SLBE)- Yes or No	If SLBE, which county-Clayton, Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Henry, Gwinnett, Rockdale, Spalding	NAIC or NIGP Code	Type of Work to be Performed	SLBE Certification No. and Expiration Date	Estimated Dollar (\$) Value of Work	Percentage of Total Bid Amount
Company ABC	Yes	Clayton	96239	Hauling	SLBE-125-463 5/01/2017	\$5500	11%

**Total Estimated SLBE Sub-contractor %** \_\_\_\_\_

**Bidder's Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Bidder's Contact Number:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

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

**FORM SLBE-4**  
**POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – BID DISCOUNT**  
**INSTRUCTIONS TO CONTRACTORS**

The prime contractor must complete and sign the participation report and submit the completed and signed form with each pay application to the CCWA Project Manager in charge of the contract. Failure to submit this form may result in payment application being deemed incomplete.

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved SLBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Prime SLBE: If you are the Prime Contractor and also the SLBE on the contract please check yes and insert assigned CCWA SLBE certification number. Note that %100 of SLBE dollars spent will be counted towards the SLBE contract or annual goal, if applicable.
4. Pay application end date: Reports must acknowledge the end date for the period for which is being reported.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each SLBE has earned to-date under the contract.
8. Total SLBE Earnings To-Date: The total is achieved by adding all payments to SLBE to date. (Previous payments reported + current payment reported)
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

**GENERAL INFORMATION**

When the approved SLBE is to provide materials, goods or services, this completed form must be submitted to the CCWA Project Manager. The prime contractor must notify CCWA of any changes to SLBE firms.

When the prime contractor is an approved SLBE, it will only be necessary to complete the total SLBE earnings to-date. Joint ventures between non-SLBE and certified SLBE: Only that portion of the work for which the certified SLBE is responsible may be used to satisfy the requirement.

**FORM SLBE-4****POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – BID DISCOUNT**

PROJECT NO. (S): \_\_\_\_\_

REPORT NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT AMOUNT: \$ \_\_\_\_\_

PAY APPLICATION PERIOD END DATE: \_\_\_\_\_

PRIME SLBE CONTRACTOR? ☐ Yes ☐ NoCheck if final payment >>> ☐ FINAL PAYMENT

If Yes, insert CCWA SLBE Certification # \_\_\_\_\_

NAME OF APPROVED SLBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL SLBE EARNINGS TO-DATE: \_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CCWA AT ANY TIME.

SIGNED \_\_\_\_\_  
CONTRACTOR

REMARKS \_\_\_\_\_

**FOR DEPARTMENT USE ONLY:**

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

## **Division 3**

## **Contract Forms**

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

STATE OF GEORGIA  
COUNTY OF CLAYTON

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

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between the Clayton County Water Authority (hereinafter "CCWA") and \_\_\_\_\_,  
\_\_\_\_\_,  
(hereinafter "the Contractor"), witnesseth:

**WHEREAS**, CCWA is contracting with the Contractor for certain goods and services described below;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES**: the Contractor shall provide the goods and services as described and outlined in the **Northeast WRF Aeration Diffusers Replacement Project** Request for Bid, dated November 2015.

2. **COSTS**: CCWA shall pay to the Contractor the following costs:

Per the contractor's bid dated \_\_\_\_\_, a copy of which is attached and incorporated into this contract.

The contractor shall be paid for items of work as noted:

Payment for Lump Sum work shall cover all work specified or shown in the Contract Documents and shall be compensation in full for furnishing all items included but not limited to labor, supervision, equipment, tools, products, materials, training, travel and related expenses.

Once the work commences the CCWA shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15<sup>th</sup> day of the month. Each Application for Payment must be submitted to CCWA on or before the 20<sup>th</sup> day of each month in such form and manner, and with such supporting data and content as the CCWA may require. Per Georgia Code Section 13-10-2, CCWA will withhold a 10% retainage on each and every Application for Payment until such time as the value of the contract

## **Division 3**

## **Contract Forms**

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

(including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to the CCWA. If after reaching the 50% completion of the value of the contract, the Owner's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level of 10%. The Contractor may submit a request for release of retainage 30 days after the completion and final acceptance of the Project and upon receipt of all necessary documentation including but not limited to a final affidavit and release of surety.

3. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed, or as specified by CCWA. The contract shall be completed within sixty (60) calendar days from the Notice to Proceed. The Contractor and Owner recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall be liable to pay to the Owner, as liquidated damages the amount of \$250.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of one (1) year from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to CCWA.
5. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods for a period of one (1) year from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by CCWA, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with

## **Division 3**

## **Contract Forms**

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

the Contractor's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and shall run to CCWA, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects or nonconformity shall be given by CCWA to the Contractor prior to the expiration of the warranty period; provided however that in the event the goods are designed by the Contractor, notice must be given within one (1) year after acceptance by ultimate user. The rights and remedies of CCWA concerning latent defects shall exist indefinitely, and shall not be affected in any way by any terms and conditions of this Agreement, including this clause. CCWA may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to CCWA of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" in the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse CCWA for all costs and expenses incurred by CCWA in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by CCWA to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

#### **6. GOODS SUPPLIED BY CCWA:**

- (a) CCWA shall be obligated to supply the following materials to the Contractor for the project: **Northeast WRF Aeration Diffusers Replacement Project** (the "Appropriate Materials"). In the event CCWA discovers that it has supplied materials other than Appropriate Materials ("Inappropriate Materials") to the Contractor, CCWA shall provide written notice of such situation to the Contractor.

## **Division 3**

## **Contract Forms**

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

- (b) In the event that CCWA supplies to the Contractor Inappropriate Materials and the Contractor utilizes the Inappropriate Materials in supplying all or any part of the services contemplated by this Agreement, the Contractor shall be paid the applicable bid prices and/or percentage of the lump sum bid prices as described in Paragraph 2 for such services as if such services had been performed with Appropriate Materials, except for any such services rendered after the Contractor's receipt of written notice from CCWA that Inappropriate Materials have been supplied by CCWA to the Contractor, for which services the Contractor shall receive no compensation. In no event shall payments made to the Contractor pursuant to the subparagraph (b) result in the Contractor receiving payments in excess of unit bid prices and/or lump sum bid prices as described in paragraph 2.
  - (c) The Contractor, upon written request by CCWA, shall remove all Inappropriate Materials, supplied by CCWA, previously installed and install Appropriate Materials, supplied by CCWA in their place. In addition, the Contractor shall be paid as compensation for these additional services an amount equal to the amount described in subparagraph (b) above. In no event shall the additional consideration contemplated under this subparagraph (c) exceed unit bid prices and/or lump sum bid prices as described in paragraph 2.
- 7. **INSPECTION:** CCWA shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by CCWA. If any inspection or test is made by CCWA at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. CCWA may reject all goods supplied hereunder which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination or test, whether under this Agreement or another contract for

## **Division 3**

## **Contract Forms**

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

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

8. **CONTRACTOR'S AFFIDAVITS AND CONSENT OF SURETY:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by CCWA before receiving any interim or final payment for any services performed. Additionally the Contractor must submit a "Consent of Surety" before receiving the final payment for any services performed.
9. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of CCWA. No assignment or subcontract by the Contractor, including any assignment or subcontract to which CCWA consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
10. **CCWA'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, CCWA may, but has no obligation to provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without



## **Division 3**

## **Contract Forms**

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

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

11. **WORK ON CCWA'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter CCWA's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold CCWA harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of CCWA. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At CCWA's request, the Contractor shall furnish to CCWA certificates from the Contractor's insurers showing such coverage in effect and agreeing to give CCWA ten (10) days' prior written notice of cancellation of the coverage.
12. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by CCWA's applicable Risk Management Requirements, attached to this

## **Division 3**

## **Contract Forms**

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

Agreement as Exhibit A and hereby incorporated into this Agreement.

#### **13. TERMINATION FOR DEFAULT:**

- (a) CCWA may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as CCWA may authorize in writing) after receipt of notice from CCWA specifying such failure.
- (b) In the event CCWA terminates this Agreement in whole or in part as provided in subparagraph (a) above, CCWA may procure, upon such terms and in such manner as CCWA may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to CCWA for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the

## **Division 3**

## **Contract Forms**

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

Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
  - (e) The rights and remedies of CCWA provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
14. **TERMINATION FOR CONVENIENCE:** CCWA may at any time by written notice terminate all or any part of this Agreement for CCWA's convenience. If this Agreement is terminated, in whole or in part, for CCWA's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
15. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with CCWA's direction.
16. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or CCWA, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

17. **ATTORNEYS FEES:** The Contractor shall pay reasonable attorney's fees to CCWA should CCWA be required to incur attorney's fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to CCWA.

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

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Corporate Seal]

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Corporate Seal]

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Division 3**

## **Contract Forms**

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

#### **EXHIBIT A**

#### **RISK MANAGEMENT REQUIREMENTS**

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

#### **CONTRACTS FOR UP TO \$50,000**

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

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

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

#### **CONTRACTS FOR MORE THAN \$50,000**

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

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

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

## **Division 3**

## **Contract Forms**

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

#### **RISK MANAGEMENT REQUIREMENTS (Cont'd)**

<b>CONTRACTS FOR UP TO \$50,000</b>
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<b>CONTRACTS FOR MORE THAN \$50,000</b>
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#### **LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

**Owner's Protective Liability** – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of CCWA may elect to require higher limits.

**Owner's Protective Liability** – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 2: Performance Bond**

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

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written  
agreement with the Authority, dated \_\_\_\_\_, which is incorporated  
herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the  
construction of a project known as **Northeast WRF Aeration Diffusers Replacement  
Project**, (hereinafter referred to as “the PROJECT”).

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

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

## **Division 3**

## **Contract Forms**

### **Section 2: Performance Bond**

provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

1. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract;
  - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the Authority to the Contractor's Surety;
  - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Authority.

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

(SIGNATURES ON NEXT PAGE)



**Division 3**

**Contract Forms**

**Section 2: Performance Bond**

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

**(Name of Principal)**

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

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

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

Corporate Seal

Attested: \_\_\_\_\_

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

**(Name of Contractor's Surety)**

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

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

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

Corporate Seal

Attested: \_\_\_\_\_

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

(ATTACH SURETY'S POWER OF ATTORNEY)

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 3: Payment Bond**

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

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written  
agreement with the Authority, dated \_\_\_\_\_, which is incorporated  
herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the  
construction of a project known as **Northeast WRF Aeration Diffusers Replacement  
Project** hereinafter referred to as "the PROJECT").

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

## **Division 3**

## **Contract Forms**

### **Section 3: Payment Bond**

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

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

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

(SIGNATURES ON NEXT PAGE)

**Division 3**

**Contract Forms**

**Section 3: Payment Bond**

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

**(Name of Principal)**

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

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

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

Corporate Seal

Attested: \_\_\_\_\_

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

**(Name of Contractor's Surety)**

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

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

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

Corporate Seal

Attested: \_\_\_\_\_

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

(ATTACH SURETY'S POWER OF ATTORNEY)

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certificate**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ in procuring the contract with the Clayton County Water Authority on the following Project: **Northeast WRF Aeration Diffusers Replacement Project**, and that said \_\_\_\_\_

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

ATTEST:

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

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

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

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

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

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

Notary Public: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

**END OF SECTION**

## **Division 4**

## **General Requirements**

### **Section 1: Specifications**

#### **1.1 General**

The Clayton County Water Authority (CCWA) is requesting bids from qualified contractors to furnish all items including but not limited to labor, supervision, equipment, tools, products, materials, training, travel and related expenses to remove existing and install new fine bubble membrane air diffusers, and associated products as required for installation, in two circular aeration basins located at CCWA's Northeast Water Reclamation Facility, 6900 Old Macon Highway Rex, Georgia 30273.

Air is supplied to the aeration basins by three Turbplex KA-10, 300 HP centrifugal blowers, each with a capacity range of 2,700 to 6,000 SCFM. Normal operation is for two blowers to operate simultaneously. Blower system inlet and outlet pressures are 14.24 psia and 24.24 psig, respectively.

The existing fine bubble membrane air diffusers are the tube type as manufactured by Schreiber LLC. Each of the two aeration basins has six diffuser clusters mounted on a moving bridge and twenty-two diffuser clusters mounted around the inside periphery of each basin. Each of the two aeration basins contains 2,352 fine bubble air diffusers for a total of 4,704 diffusers.

The contactor may provide bids on two options, as follows:

- A. Option No. 1 – Replacement of 4,704 fine bubble membrane air diffusers and associated products including but not limited to stainless steel membrane clamps, seals, and all other items required for a complete installation.
- B. Option No. 2 – Replacement of 4,704 fine bubble membrane air diffusers provided in complete duplex assemblies and including but not limited to membrane support tubes, stainless steel membrane clamps, pipe clamps and seals, and all other items required for a complete installation.

The goal of Option No. 2 is to allow for the potential of labor cost savings if the contractor elects to replace entire diffuser assemblies rather than individual diffusers.

Available information indicates that the existing fine bubble membrane air system is as follows:

- A. Each diffuser assembly is a hollow cylindrical shape, approximately 63.5mm O.D., comprised of a plastic support tube covered by a membrane sleeve, with a threaded connection on one end for attachment to the process air distribution piping. The diffuser membranes are made of ethylene propylene diene monomer rubber (EPDM). The diffuser

## **Division 4**

## **General Requirements**

### **Section 1: Specifications**

membrane has micro-slits to provide for the exit of air under pressure end to end in the form of fine bubbles. The slits will close to prevent the entrance of water if the air pressure is relieved. Stainless steel (304) clamps secure the membrane sleeve to the plastic support tube at each end.

- B. Diffusers can be provided for Option 2 in duplex assemblies of diffuser tubes consisting of:
  - 1. Two diffuser tubes each 31 inches long with gasket and clamps.
  - 2. One non-metallic connector, threaded on both ends, with O-rings and multiple annular air passages.

### **1.2 Scope of Work**

The contractor shall furnish all items including but not limited to labor, supervision, equipment, tools, products, materials, training, travel and related expenses of every description necessary to carry out and to complete the Scope of Work as follows:

- A. Option No. 1 – In two aeration basins, removal and disposal of existing diffuser membranes, mounting clamps, and seals. Furnish and install in accordance with the manufacturer's written instructions, in each of two aeration basins, 2,352 tube-type fine bubble air diffuser membranes with associated seals, stainless steel clamps, and all other components required for a complete installation. Pressure wash existing diffuser assemblies. Inspect the remaining diffuser support assemblies and advise CCWA if maintenance is required. Inspect all existing air piping for cracks, leaks, misalignment, required cleaning or other problems and advise CCWA if maintenance is required.
- B. Option No. 2 – In two aeration basins, removal and disposal of existing diffuser assemblies, membranes, and related items. Furnish and install in accordance with the manufacturer's written instructions, in each of two aeration basins, 2,352 new diffusers assemblies with attached membranes and associated seals, stainless steel clamps, and all other components required for a complete installation. Pressure wash remaining diffuser support piping. Inspect all existing air piping for cracks, leaks, misalignment, required cleaning or other problems and advise CCWA if maintenance is required.

## **Division 4**

## **General Requirements**

### **Section 1: Specifications**

#### **1.3 Submittals**

Contractor shall submit the following items with the Bid:

- A. Manufacturer's catalog information, descriptive literature, specifications, and identification of materials of construction.
- B. Certified oxygen transfer efficiency and headloss curves for replacement diffusers. The testing shall have been in accordance with the latest ASCE standards for the submergence and range of operating air flows of the Northeast Water Reclamation Facility specified herein. Standard oxygen transfer efficiency shall be based on an oxygen saturation value and transfer characteristic ( $k_{La}$ ) equal to that of tap water at 20 degrees C, an initial dissolved oxygen concentration of 0 mg/l, an alpha factor of 1.0, a beta factor of 1.0, and a temperature correction factor of 1.024. Total Lump Sum Bid Amount includes any and all cost including but not limited to labor, supervision, equipment, tools, products, materials, training, travel and related expenses.
- C. Manufacturer's Certificate of Compliance (copy attached).

Contractor shall submit the following after the Bid and contract award:

- A. Manufacturer's written shipping, storage and protection, and handling instructions.
- B. Manufacturer's written installation instructions.
- C. Manufacturer's Certificate of Proper Installation will be required after the installation is complete (copy attached).

#### **1.4 Guarantee**

Manufacturer shall guarantee the oxygen transfer efficiency and headloss of the furnished fine bubble membrane air diffuser/diffuser assemblies.

- A. The contractor shall warrant for a period of one year from the date of project completion that the diffusers/diffuser assemblies and other work and products are free from all defects due to faulty products or workmanship, and the contractor shall promptly make such corrections as may be necessary by reason of such defects. CCWA will give notice of observed defects with reasonable promptness.
- B. The contractor shall, at contractor's own expense, furnish all items including but not limited to labor, supervision, equipment, tools, products, materials, training, travel and related expenses required and shall make such repairs



## **Division 4**

## **General Requirements**

### **Section 1: Specifications**

and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the contractor.

- C. The contractor shall furnish for the diffusers and associated items a manufacturer's extended guarantee or warranty, which shall be in addition to the Contractor's 1 year correction period, with the Clayton County Water Authority named as beneficiary, in writing, as special guarantee. Special guarantee shall provide for correction, or at option of CCWA, replacement of the fine bubble membrane air diffusers found defective during period of 5 years after date of completion of the work. Manufacturer shall be responsible for material replacement of parts or materials that fail during warranty period.

#### **1.5 Extra Materials**

Furnish and box for shipment and storage the following spare parts. Such spare parts must be delivered to the project location any time after installation commences and must be on hand prior to final payment to the Contractor.

<b>Item</b>	<b>Quantity</b>
Membrane air diffuser elements	100
Membrane air diffuser element clamps	200

#### **1.6 Acceptable Manufacturers**

The following manufacturers are believed to be capable of producing the fine bubble membrane air diffusers and components meeting the requirements of this specification:

- A. Environmental Dynamics, Inc.
- B. Schreiber LLC
- C. Stamford Scientific International, Inc.

No "or-equal" or substitute products will be considered.

#### **1.7 Service Conditions**

- A. Activated sludge process mixed liquor
- B. Temperature
  - 1. Minimum 15 degrees C
  - 2. Maximum 30 degrees C

## **Division 4**

## **General Requirements**

### **Section 1: Specifications**

- C. pH: 6.5 to 8.5 SU
- D. Mixed liquor suspended solids concentration
  - 1. Average 4,000 mg/l
  - 2. Maximum 6,500 mg/l

#### **1.8 Performance Requirements**

- A. Existing Aeration Blower Capacity (total both basins with two blowers in service)
  - 1. Peak: 6,000 SCFM
  - 2. Minimum: 2,700 SCFM
- B. Standard Oxygen Transfer Efficiency
  - 1. 1.52 per foot of immersion, minimum, at 16.4 feet submergence
- C. Moment Capacity, Diffuser Assemblies
  - 1. 340 ft-lbs, minimum

#### **1.9 Membranes**

- A. Ethylene propylene diene monomer (EPDM) suitable for application in continuous aeration of wastewater treatment activated sludge mixed liquor without significant increase in head loss.
- B. Replaceable without use of any special tools.
- C. Exterior surface shall be smooth to restrict biological film growth.
- D. Cleanable in-place with water from a hose. Acid or other chemical cleaning methods shall not be required to restore diffuser to like-new performance conditions.
- E. Perforated over entire surface to release fine bubbles uniformly.
- F. Secured to support tube with 304 stainless steel clamps.

#### **1.10 Execution**

- A. The aeration tanks will be drained and cleaned by CCWA and ready for contractor access upon arrival. The tanks will be made available for the work one at a time.
- B. CCWA will need at least 48 hour to swap basins before work can begin on the second aeration tank.
- C. Contractor will collect and deposit old diffuser membranes and other miscellaneous debris in roll off container to be provided by CCWA.
- D. The contractor's personnel that will be onsite must have a Certificate of Completion for Confined Space Entry 29 CFR 1910.146. The crew will each have individual four-gas monitors.

## **Division 4**

## **General Requirements**

### **Section 1: Specifications**

#### **1.11 Functional Test**

Contractor shall conduct a functional test on the system in each basin at the design air flow rate.

- A. Test for a continuous 3-hour period without malfunction.
- B. Observe system for air leaks and make corrections as required.

#### **1.12 Performance Test**

Following system startup, CCWA may retain the services, and pay all costs, of an independent service to perform field transfer efficiency tests of the installed fine bubble membrane air diffuser system to quantify performance (oxygen transfer and headloss) at varying gassing rates.

#### **1.13 Manufacturers Services**

Manufacturer's Representative: Present at work site for the minimum periods listed below, travel time excluded:

- 1. For each tank, one person-day (one person for a continuous 8-hour period) in two separate trips consisting of one person-day for installation assistance and inspection and one person day for functional testing and completion of the Manufacturer's Certificate of Proper Installation, for a total of four person-days.
- 2. Authorized representative of the manufacturer shall be factory trained, and experienced in the technical applications, installation, operation, and maintenance of respective equipment, subsystem, or system, with full authority by the equipment manufacturer to issue the certifications required of the manufacturer.

#### **1.14 Reference Documents**

The following attached documents are provided as information to the contractor:

- A. Northeast WRF Expansion and Upgrade – Dwg No. 25-M-1
- B. Northeast WRF Expansion and Upgrade – Dwg No. 25-M-2
- C. Existing Diffuser Manufacturer Information (Schreiber LLC Shop Drawings)

**Division 4**

**General Requirements**

**Section 1: Specifications**

**MANUFACTURER'S CERTIFICATE OF COMPLIANCE**

OWNER: \_\_\_\_\_ PRODUCT, MATERIAL, OR SERVICE  
SUBMITTED: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT NO: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the above-referenced product, material, or service called for by the Contract for the named Project will be furnished in accordance with all applicable requirements. I further certify that the product, material, or service are of the quality specified and conform in all respects with the Contract requirements, and are in the quantity shown.

Date of Execution: \_\_\_\_\_, 20\_\_\_\_.

Manufacturer: \_\_\_\_\_

Manufacturer's Authorized Representative (*print*): \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

## Division 4

## General Requirements

### Section 1: Specifications

#### MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER: \_\_\_\_\_ EQPT SERIAL NO: \_\_\_\_\_

EQPT TAG NO: \_\_\_\_\_ EQPT/SYSTEM: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_ SPEC. SECTION: \_\_\_\_\_

I hereby certify that the above-referenced equipment/system has been:

***(Check Applicable)***

- ☐ Installed in accordance with Manufacturer's recommendations.
- ☐ Inspected, checked, and adjusted.
- ☐ Serviced with proper initial lubricants.
- ☐ Electrical and mechanical connections meet quality and safety standards.
- ☐ All applicable safety equipment has been properly installed.
- ☐ Functional tests.
- ☐ System has been performance tested, and meets or exceeds specified performance requirements. (When complete system of one manufacturer).

*Note: Attach any performance test documentation from manufacturer.*

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate their equipment and (iii) authorized to make recommendations required to ensure equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

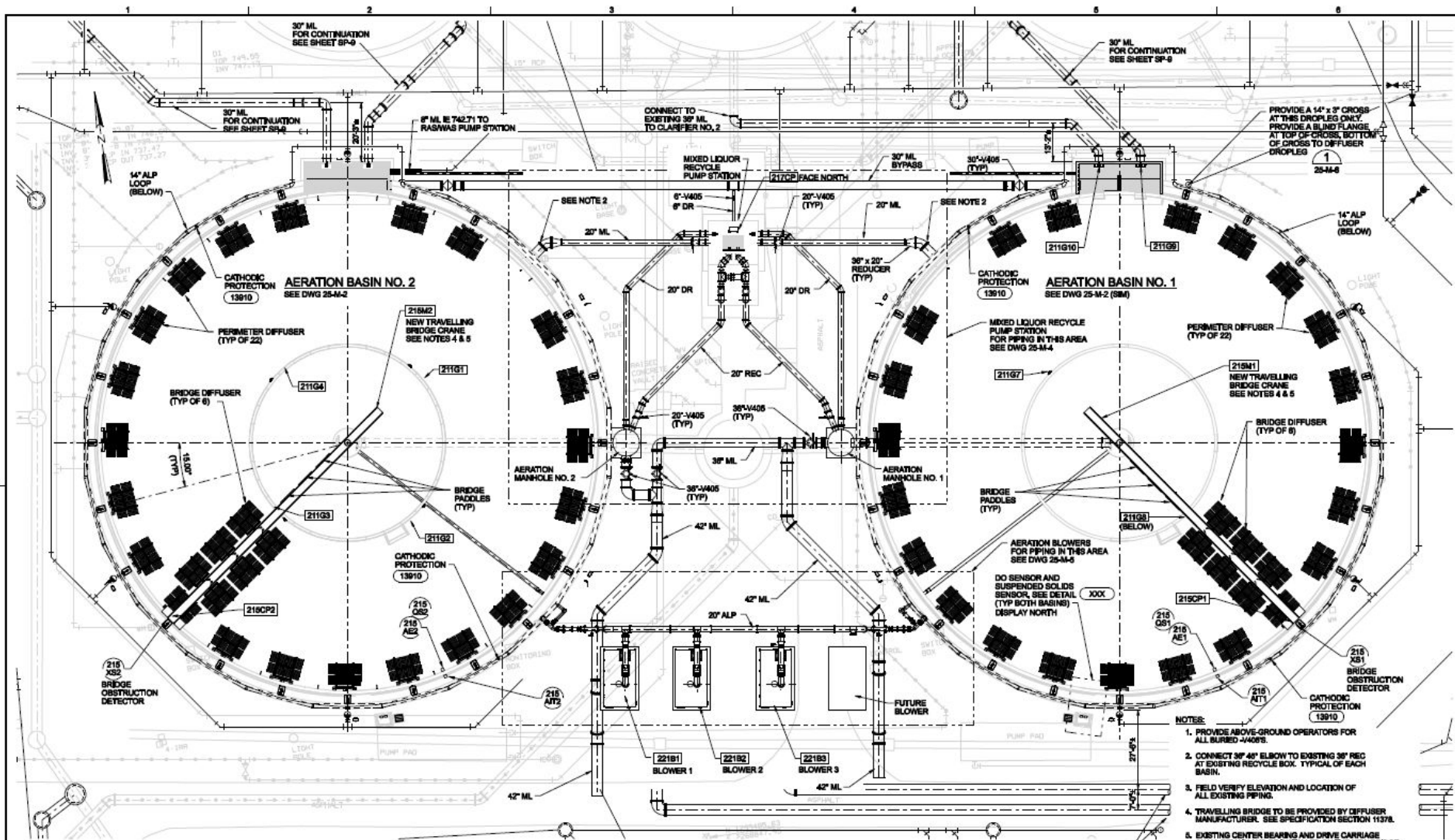
Date: \_\_\_\_\_, 20\_\_\_\_.

Manufacturer: \_\_\_\_\_

By Manufacturer's Authorized Representative: \_\_\_\_\_

(Authorized Signature)

**END OF SECTION**



PLAN  
1/16"=1'-0"

DESIGN Y. PICARD  
CHK 250141d\_177381.dwg  
A. PATTERSON  
T. PINK  
APPROD Y. PICARD

# RECORD DRAWINGS

Revised Drawn By A. PATTERSON Date SEPTEMBER 2008  
 THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION  
 COURTESY OF OTHERS. THEY ARE NOT INTENDED TO REPRESENT IN DETAIL THE EXACT  
 LOCATION, TYPE OF COMPONENT NOR MANNER OF CONSTRUCTION. THE ENGINEER WILL NOT  
 BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO  
 THE RECORD DRAWINGS.

VERIFY SCALE  
 BAR IS ONE INCH ON  
 ORIGINAL DRAWING.  
 0"=1'-0"  
 IF NOT ONE INCH ON  
 THIS SHEET, ADJUST  
 SCALES ACCORDINGLY.

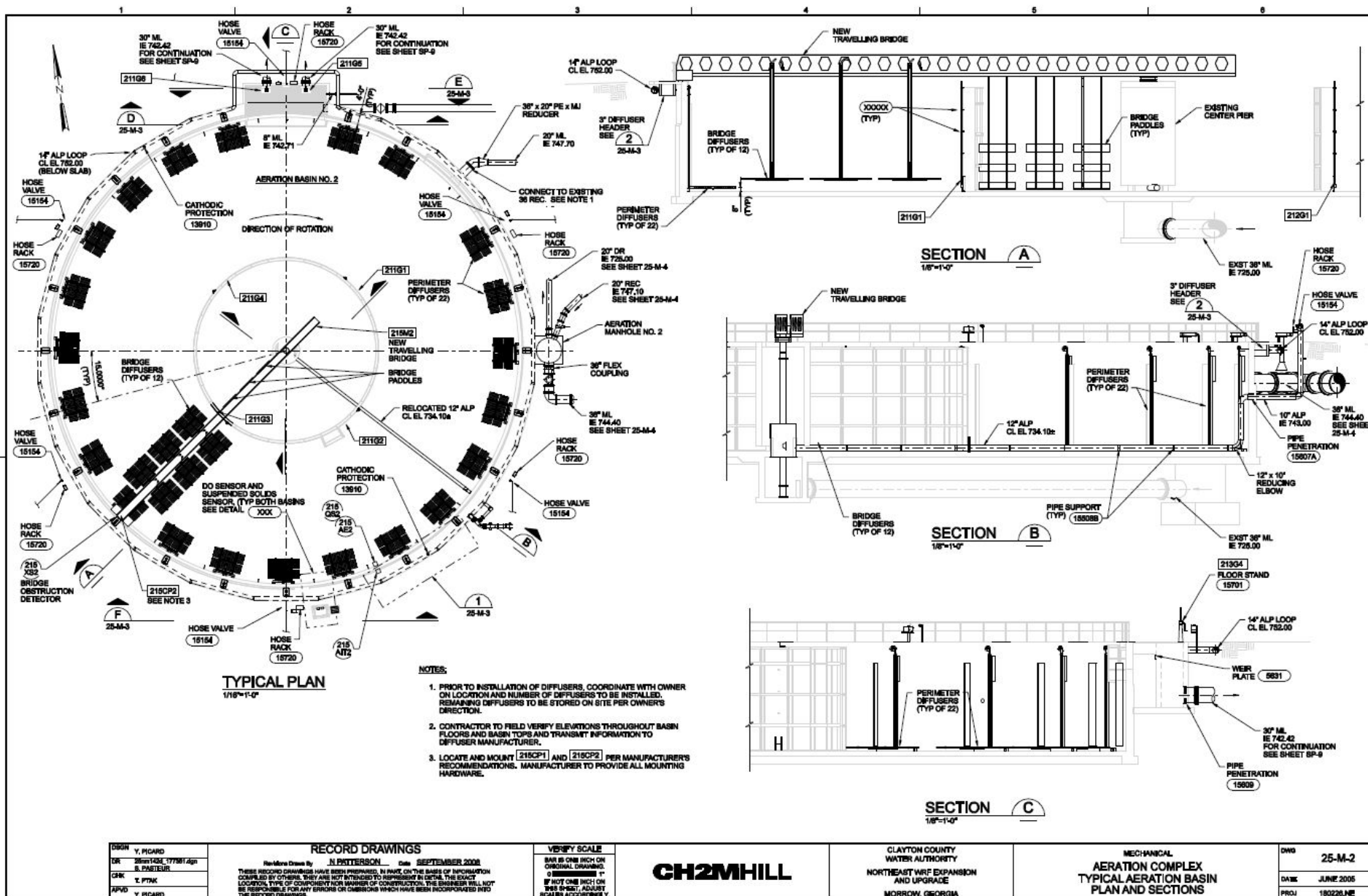
**CH2MHILL**

CLAYTON COUNTY  
 WATER AUTHORITY  
 NORTHEAST WRF EXPANSION  
 AND UPGRADE  
 MORROW, GEORGIA

MECHANICAL  
 AERATION COMPLEX  
 OVERALL PLAN

DWG 25-M-1  
 DATE JUNE 2006  
 PROJ 180226LINE

21-DEC-2008 14:42:48 25m141d\_177381.dwg



21-SEP-2008 13:20:29 25nm142n\_177361.dgn

