



**QUALITY WATER
QUALITY SERVICE**

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road, Morrow, GA 30260

REQUEST FOR BID

DECEMBER 2014

ANNUAL CONTRACT FOR GENERATOR MAINTENANCE

**Bid Opening: Tuesday, January 13, 2015 at 2:00 p.m. local time
1600 Battle Creek Road, Morrow, GA 30260**

**Non-Mandatory Pre-Bid Meeting: Tuesday, December 16, 2014 at 2:00 p.m. local time
1600 Battle Creek Road, Morrow, GA 30260**

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Annual Contract for Generator Maintenance**

The Clayton County Water Authority will open sealed bids from licensed contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, January 13, 2015 at 2:00 p.m. local time** for Generator Maintenance. Any bids received after the specified time will not be considered.

A Non-Mandatory pre-bid meeting will be held on **Tuesday, December 16, 2014 at 2:00 p.m. local time** at 1600 Battle Creek Road, Morrow, Georgia, 30260.

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**. 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: Walter Marie Barber, Chairperson

END OF SECTION

Division 1

General Information

Section 2: Project Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced contractor to complete generator maintenance services for the period from **March 1, 2015 to February 28, 2016**.

2.2 Bid Evaluation

A contract will be awarded to the lowest responsive and responsible bidder whose bid conforms to the Request for Bids specifications, and will be the most advantageous to the Clayton County Water Authority (CCWA). An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA. The need to provide responsive and quality service is of the utmost importance; therefore, Clayton County Water Authority reserves the right to offer the job to the next qualified lowest bidder if the contractor awarded the contract rejects the work, or cannot respond to the scheduling requirements.

The initial term of this contract will be for twelve (12) months. The contract may be extended for a second and third 12 month period by mutual written consent by both parties within 90 days from the expiration date with no changes in the terms, conditions or bid prices.

2.3 Addendum

Bidders may submit questions regarding this bid prior to the bid opening. To be considered, all questions must be received by email at **(CCWA_Procurement@ccwa.us)** by **2:00 p.m. local time on Monday, December 29, 2014**. Any and all responses to bidder's questions will be issued in the form of an Addendum by 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 proposing to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the bid, and any Bidder agrees that tender of a bid constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the CCWA.

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

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Bid Requirements

Section 1: Instructions to Bidders

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, Contractor's License Number and date and time of opening as set forth in the bid package. The envelope shall also bear the name of the party making the bid and the party's address. Address bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a bid is not submitted, the bid form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
9. If published price books are a part of your bid, one price book must be included with your bid Form, and the successful Bidder is required to furnish additional current price books after award of the bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the bid may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$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.

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Bid Requirements

Section 1: Instructions to Bidders

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 ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit 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.

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Bid Requirements

Section 1: Instructions to Bidders

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 Bidder.
25. The successful Bidder must comply with the applicable Risk Management Requirements and the Hold Harmless Agreement prior to beginning performance.
26. The Contract between the CCWA and the Bidder shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, the Risk Management Requirements, and the Hold Harmless Agreement), 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 quadruplicate.
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.

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Bid Requirements

Section 1: Instructions to Bidders

32. 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.
 - e. Preference for local vendors where there is no significant variance in price or service.

33. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against 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.

34. 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.

35. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at: http://tomcat2.dot.state.ga.us/ContractsAdministration/uploads/rptDBE_Directory_CA_New.pdf.

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

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Bid Requirements

Section 1: Instructions to Bidders

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

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 coverages 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.

Hold harmless Agreement in favor of Authority, a copy of which is attached.

CONTRACTS FOR UP TO \$40,000

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 \$40,000

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

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

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

Division 2 **Bid Requirements**

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$40,000

CONTRACTS FOR MORE THAN \$40,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Submittals

4.1 Bid Submittal Requirements:

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

- A. Bid Form – Bidders must submit a hard copy of their completed and signed Bid Form.
- B. Partnership Certificate form.
- C. Bidder Qualification Information Form.
- D. References – The bid must contain at least three (3) commercial and/or industrial references, including a contact person, address, and phone number.
- E. Georgia Bid Bond.
- F. Georgia Security and Immigration Compliance Act of 2006 form.
- G. Contractor Affidavit and Agreement form.
- H. Subcontractor Affidavit form.

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

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

- I. Sample inspection reports – Bidder must provide a sample of their inspection reports that details at a minimum the date of inspection, equipment inspected, services rendered by equipment and recommendations.
- J. Sample load bank result reports – Bidder must provide a sample of their load bank results reports showing all the testing data by equipment.

END OF SECTION

Division 2

Bid Requirements

Section 5: 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 **Annual Contract for Generator Maintenance** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION:

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

Bidder accepts the terms and conditions of the Documents.

PAYMENT:

Payment should be made net 30 days from receipt of an invoice and upon approval of Contractor's work.

Division 2

Bid Requirements

Section 5: Bid Form

INSURANCE:

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

BID:

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

CCWA guarantees no minimum or maximum quantities, and additionally reserves the right to purchase more or less at the unit price, based on actual need.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

Division 2 **Bid Requirements**

Section 5: Bid Form – Pay Item Schedule

Item #	Plant/Site	Address	Manufacturer	Model #	Tank Size (Gals)	KW	Voltage / Phase	Lump Sum Cost LEVEL 1 Minor	Lump Sum Cost LEVEL 2 Major/LB	LUMP SUM TOTAL (Level 1 + Level 2)
1	Advantages	630 Garden Walk Blvd.	Cummins	50DGCA	175	50	240/1			
2	Arrowhead	240 Arrowhead Blvd.	KatoLight	D60FGJ4	130	60	240/3			
3	Atlanta	3968 Gilbert Rd.	Cummins	DFEG-545173	580	350	480/3			
4	Atlanta Beach	2300 Hghwy 138 SE	Cummins	35DGBB	150	35	240/3			
5	Bialock Pump St	1545 Pates Creek Rd.	Cummins	450DFEJ	2,000	450	480/3			
6	Brown Road	9432 Brown Rd.	KatoLight	D125FFJ4	230	125	240/3			
7	Building A	7340 Southlake Prwy	Detroit-Diesel	124DSEJB	350	125	480/3			
8	Building B	7340 Southlake Prwy	Detroit-Diesel	80DSEJB	250	80	480/3			
9	Building C	7340 Southlake Prwy	Cummins	25DKAF	75	25	480/3			
10	Building D	7340 Southlake Prwy	Stateline	KP-1EG25S	Natural Gas	25	480/3			
11	Casey #1	688 Flint River Rd.	Caterpillar	3516SR4HV	5,000	2000	12470/3			
12	Casey #2	688 Flint River Rd.	Caterpillar	3516SR4HV	5,000	2000	12470/3			
13	Cecilia Circle	102 Cecilia Cir.	Cummins	35DGBB	150	35	240/3			
14	Cedar Hill	6935 Cedar Hill Ct.	Cummins	35DGBB	150	35	240/3			
15	Claude Court	9170 Claude Ct.	Cummins	35DGBB	150	35	240/3			
16	Cristi Court	345 Cristi Ct.	KatoLight	D60FGJ4	130	60	240/3			
17	Gov't Circle	1383 Government Cir.	KatoLight	D60FJ4	230	60	240/3			
18	Hooper Plant	70 Oakdale Dr.	Generac	SDO130	100	130	480/3			
19	HQ Administration	7340 Southlake Prwy	Detroit-Diesel	350DSE	660	350	480/3			
20	J.W. Smith Plant	275 Hampton Rd.	Caterpillar	D50-6	120	50	480/3			
21	Jackson #1	9740 Thomas Rd.	Cummins	DFMB3368919	2,000	130	480/3			
22	Jackson #2	9740 Thomas Rd.	Caterpillar	3516SR4HV	5,000	1500	480/3			

Division 2

Bid Requirements

Section 5: Bid Form – Pay Item Schedule

Item #	Plant/Site	Address	Manufacturer	Model #	Tank Size (Gals)	KW	Voltage / Phase	Lump Sum Cost LEVEL 1 Minor	Lump Sum Cost LEVEL 2 Major/LB	LUMP SUM TOTAL (Level 1 + Level 2)
23	Jackson #3	9740 Thomas Rd.	Caterpillar	3516SR4HV	5,000	2000	480/3			
24	LaCosta	11200 Gulf Port Ct.	Cummins	40DGBC	175	40	240/3			
25	Landings	644 Millstone Dr.	Cummins	35DGGD	165	35	240/3			
26	London Court	8895 London Ct.	Cummins	35DGBB	150	35	240/3			
27	Lovejoy Road	1751 E. Lovejoy Rd.	Cummins	35DGGD	165	35	240/3			
28	Minnow Road	4062 Minnow Rd.	Cummins	25DKAF	135	25	240/3			
29	Morrow Pump Station	6340 South Lee St.	Caterpillar	C-32	4,000	1,000	480/3			
30	Mundy's Mill	9652-B Fayetteville Rd.	Cummins	20DNAF	85	20	480/3			
31	Noah's Ark Station	1865 Noah's Ark Rd.	Cummins	800DQCC	2,000	800	480/3			
32	North Lake	235 North Lake Dr.	Cummins	20DNAF	90	20	240/3			
33	Northeast Plant #1	6900 Old Macon Hwy.	Caterpillar	3516SR4HV	10,000	2000	12470/3			
34	Northeast Plant #2	6900 Old Macon Hwy.	Caterpillar	3516SR4HV	10,000	2000	12470/3			
35	O'Hara	7637 Crimson Ct	Detroit-Diesel	40DSEJB	165	40	480/3			
36	Panhandle Valley	12242-B Centerra Dr.	Cummins	50DGCA	200	50	480/3			
37	Panhandle Wetland	13361 Panhandle Rd.	Cummins	DFED3367692	500	500	480/3			
38	Patriots Point	9840 Musket Ridge Cir.	Cummins	50DGCA	200	50	480/3			
39	Peachtree Glen	3899 Panola Rd.	Cummins	35DGGD	165	35	240/3			
40	Pinto Trail	1640 Pinto Tr.	Cummins	60DGCB	230	60	240/3			
41	Portable Unit	8890 Roberts Rd.	Olympian	CD100	150	100	240/480/3			
42	Reeves Creek	300 Speer Rd.	Cummins	300DFCB	660	300	480/3			
43	Rex Ridge	5778 Rex Ridge Loop	Cummins	35DGGD	165	35	240/3			
44	River Crest	582 Fielding Ct.	Cummins	35DGBB	150	35	240/3			

Division 2

Bid Requirements

Section 5: Bid Form – Pay Item Schedule

Item #	Plant/Site	Address	Manufacturer	Model #	Tank Size (Gals)	KW	Voltage / Phase	Lump Sum Cost LEVEL 1 Minor	Lump Sum Cost LEVEL 2 Major/LB	LUMP SUM TOTAL (Level 1 + Level 2)
45	Rum Creek	1915 Walt Stevens Rd.	Cummins	230DFAB	350	230	480/3			
46	Shoal Creek #1	301 Hampton Rd.	Caterpillar	3512SR4B	10,000 Shared	1500	480/3			
47	Shoal Creek #2	301 Hampton Rd.	Caterpillar	3512SR4B	10,000 Shared	1500	480/3			
48	Spivey Club	8416 Members Dr.	Cummins	100DSGAA	200	100	480/3			
49	Stillwater	1938 Water Crest Dr.	Cummins	40DGBC	175	40	240/3			
50	Sunnybrook	1456 Sunnybrook Dr.	Cummins	15DKAC	90	15	240/3			
51	Tara Bend	949 Tara Bend	Cummins	25DKAF	85	25	240/3			
52	Tara Blvd.	199 Tara Blvd.	Cummins	60DGCB	230	60	240/3			
53	Terry R. Hicks Plant	1693 Freeman Rd.	Cummins	DFSD3371275	1,000	25	480/3			
54	Walnut Creek	12000 S.L.R. Blvd.	Cummins	100DGDB	200	100	480/3			
55	Whaley's Lake	210 Whaley's Lake Ln.	KatoLight	D125FJJ4	230	125	240/3			
56	Wright Circle	7705 Wright Cir.	Cummins	20DNAF	85	20	240/3			
GRAND TOTAL									\$	

Submitted by: _____
Company Name of Bidder

Division 2

Bid Requirements

Section 5: Bid Form

Submitted by:

(COMPANY NAME OF BIDDER)

By: (OFFICER NAME)

(SIGNATURE)

(TITLE)

(SEAL)

(ATTEST)

(COMPANY ADDRESS)

(CITY, STATE, ZIP CODE)

(LICENSE NUMBER) (If Applicable)

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____

END OF SECTION

Division 2

Bid Requirements

Section 6: Partnership Certificate

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared _____ known to me to be the person who executed the above instrument, who, being by me first duly sworn, did expose and say that he/she is a general partner in the firm of _____ and that said firm consists of himself/herself and _____

and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein and that no one except the above named members of the firm have any financial interest whatsoever in said proposed Contract.

Signature of Authorized Representative

Title

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

Notary Public

My Commission Expires: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: 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 the **Annual Contract for Generator Maintenance** 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: **Annual Contract for Generator Maintenance.**

Division 2

Bid Requirements

Section 7: 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 8: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

ENTITY TYPE: Individual/Sole Proprietor Employee Owned Company

Privately Held Corporation/LLC Partnership

Publicly Owned Company Attorney

Other (specify): _____

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 8: Bidder Qualification Information

REFERENCES

LIST AT LEAST 3 REFERENCES OF SIMILAR EXPERIENCE COMPLETED IN THE PAST 3 YEARS:

OWNER: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

OWNER: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

OWNER: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

END OF SECTION

Division 2

Bid Requirements

Section 9: Contractor Affidavit & Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

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

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

Contractor _____
Authorized Signature: _____
Name: _____
Title: _____
Date: _____

Division 2

Bid Requirements

Section 9: Contractor Affidavit & Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 9: Contractor Affidavit & Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

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

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

Division 3

Contract Forms

Section 1: Agreement Form

STATE OF GEORGIA

COUNTY OF CLAYTON

**AGREEMENT FOR ONGOING PROVISION
OF GOODS AND SERVICES**

This Agreement made and entered into this ____ day of _____, 20____, for **Annual Contract for Generator Maintenance**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

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

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide goods and services to the Authority in such quantities as the Authority requires for **Annual Contract for Generator Maintenance**, as described in the Request for Bid dated December 2014.
2. **COSTS:** The Authority shall pay and the Contractor shall receive the prices stipulated in the Bid dated _____, hereto attached as full compensation for all items furnished by the Contractor relative to the above described goods and services. The Authority shall pay the Contractor net 30 days after receipt of an invoice and upon approval of Contractor's work.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on or about the **1st day of March, 2015**. The Agreement shall remain in effect until **February 28, 2016**.
4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing contract terms, conditions, and prices.
5. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual project shall begin with a Purchase Order ("PO"). The Contractor agrees to the terms and conditions contained in the PO; however, in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:

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Contract Forms

Section 1: Agreement Form

- Shall be performed as stipulated in the bid documents.
- Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

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 the Authority.

7. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods and shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of the Authority concerning latent defects shall exist indefinitely, and shall not be affected in clause. The Authority 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 the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced 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" on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver

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Contract Forms

Section 1: Agreement Form

to permit the defective goods to be used with all or part of the defective conditions.

8. **INSPECTION:** The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.
9. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
10. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract for goods or completed or substantially completed services purchased

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hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.

11. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
12. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor's 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

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Contract Forms

Section 1: Agreement Form

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 the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.

13. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
14. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority, and its employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or a person described in the paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
15. **TERMINATION FOR DEFAULT:**
 - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to

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Contract Forms

Section 1: Agreement Form

endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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Contract Forms

Section 1: Agreement Form

16. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
17. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
18. **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 the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
19. **ATTORNEYS' FEES:** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

SIGNATURES ON NEXT PAGE

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Contract Forms

Section 1: Agreement Form

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: _____

P. MICHAEL THOMAS

TITLE: General Manager

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

CONTRACTOR

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: Corporate Secretary

DATE: _____

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Contract Forms

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EXHIBIT A
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.

Hold harmless Agreement in favor of Authority, a copy of which is attached.

CONTRACTS FOR UP TO \$40,000

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 \$40,000

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.

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Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$40,000

CONTRACTS FOR MORE THAN \$40,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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Section 1: Agreement Form

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Clayton County Water Authority (the "Owner"), and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Before the start of any work, the Contractor shall furnish to the Owner:

1. Certificates of Insurance in companies and with limits acceptable to the Owner, covering:
 - a) Workmen's Compensation Insurance
 - b) Commercial General and Automobile Liability Insurance covering all operations and automobiles; including Contractor's Protective Coverage for any Subcontractor's operations.
 - c) An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract.
 - d) These certificates to contain:
 1. Name of Insurance Company.
 2. Policy Number.
 3. Policy inception and expiration dates.
 4. Name and address of insured.
 5. Name and address of agent.
 6. Limits of Liability.

Division 3

Contract Forms

Section 1: Agreement Form

7. Type of Insurance coverage.
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage.
 9. Statement that the policy applies to the project number or job concerned.
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) day notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
-
2. Endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this contract.

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

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 CCWA, dated _____, which is incorporated
herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the
project known as **Annual Contract for Generator Maintenance**, (hereinafter referred
to as "the PROJECT").

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

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

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;

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

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

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 2: Performance Bond

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

(Name of Principal)

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 CCWA, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the project known as **Annual Contract for Generator Maintenance**, hereinafter referred to as "the PROJECT").

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

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

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

Division 3

Contract Forms

Section 3: Payment Bond

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

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

(Name of Principal)

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 proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Annual Contract for Generator Maintenance**, 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: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 4

Specifications

Section 1: Work Assignment and Detail

1.1 General

Clayton County Water Authority has thirty-five (35) facilities (scattered throughout Clayton and Henry Counties) that currently have generators. The generators at each of our facilities vary by manufacturer, size, style, and age, as shown on the Bid Form. It is the intent of the CCWA to execute a contract for a period of one year for the annual generator maintenance for all facilities.

The Contractor shall furnish each and every item of labor, together with all materials, tools, supplies, equipment, parts, and machinery necessary to fully complete the work as indicated under "Work Assignment" below.

All work must be performed Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. The work shall be under the direct control and supervision of the CCWA with regard to quantities payable, quality of work, work methods, and scheduling of work. Payments will be processed net 30 days upon CCWA inspecting the work for completeness and receipt of a detailed invoice. Invoices must show details to include: date, hours worked, site location and address, and equipment for which the work was performed. The Contractor shall correct defects in any service performed before the service will be eligible for payment.

1.2 Work Assignment

The Contractor will provide scheduled maintenance and service on an annual basis. Level 1 and Level 2 as described and specified below: (First time - during annual maintenance service Level 1 Minor inspection, and Second time - 6 months later during the Level 2 Major inspection service with load bank test).

A) **Level 1 Minor** inspection:

- a. **Electrical system – DC** – All battery cables will be checked, cleaned and tightened by the Contractor as required by the CCWA. Anti-oxidant compound will be applied as appropriate. Batteries will be checked for correct specific gravity (if lead acid) and distilled water added as necessary. Float battery charger and/or battery charging

Division 4

Specifications

Section 1: Work Assignment and Detail

alternator will be inspected and tested for proper operation. Cranking battery will be subject to an active load test to determine battery condition. Engine control panel, control components, warning systems and emergency shutdown trip functions will be checked for proper operation (pressure and temperature switches can be tested and calibrated at CCWA's request for a nominal additional charge).

- b. Engine – Diesel – Engine will be observed for unusual combustion noises and the exhaust opacity checked. Tune-ups, injector testing, and related service procedures will be performed as necessary. Lube oil will be drawn for analysis, and oil and filter change will be made if necessary as determined by laboratory analysis. All Lube oil and oil filters must be supplied by the Contractor.
- c. Cooling System – A complete inspection will be made of cooling system components, including condition of belts, hoses, hose clamps, jacket water heaters, jacket heater controls, water pump seal weep hole, radiator, expansion tank, remote radiator and associated piping. Coolant inhibitor and anti-freeze concentration must be checked annually, and supplied and replaced by the Contractor as necessary.
- d. Air System – An inspection will be made of complete cooling air intake and discharge systems, including louver shutters for correct operation when generator is running in MANUAL or AUTOMATIC mode. Louver assemblies and damper motors will be lubricated as required. Engine cooling air fan hub and drive sheave bolts will be checked for correct torque. Engine air cleaners will receive a visual inspection, and air inlet restriction will be checked to confirm acceptability for further service. All air filters elements must be supplied and replaced annually by the Contractor.
- e. Exhaust System – Condensation traps will be opened and drained. Exhaust will be checked for any restrictions. System will be inspected

Division 4

Specifications

Section 1: Work Assignment and Detail

for leaks, and all mounting hardware will be checked and tightened as required. Rain cap condition will be checked and tested annually for proper operation when engine is running.

- f. Generator System – The generator set will be operated manually under load conditions (building load, if allowed) and Contractor will verify that generator is producing rated AC voltage and frequency and that all control panel instrument and gauges are functioning. In addition, unit will be checked for any unusual engine or generator noise, water oil or exhaust leaks. Generator rear cover will be removed to visually inspect the rotating exciter. Whenever possible, the CCWA should allow the system to be tested under load for a minimum run period of 30 minutes to record unit panel instrument readings.
- g. Automatic Transfer Switches – An operational test will be performed. Any problems will be included in the detailed report.
- h. Fuel System – Day tank system level will be verified and float switch, fuel transfer pump and solenoid will be checked for proper operation. Flexible fuels lines, connections and vent will be inspected. Day tank will be checked for water if accessible. All fuel filters must be replaced annually by the Contractor.
- i. General – A visual inspection will be made by the Contractor of vibration isolators, ductwork, weatherproof enclosures, and worn and/or rubbing parts and components.
- j. Reports – Upon completion of the services rendered by the Contractor, a detailed written report will be provided to CCWA describing work that was performed and giving any recommendations for corrective maintenance that is not covered by this Agreement.

Division 4

Specifications

Section 1: Work Assignment and Detail

- B) **Level 2 Major** inspection includes:
- a. Inspection of Level 1 Minor maintenance as described in "a"-“i” above.
 - b. Contractor will provide oil and coolant for topping off the units.
 - c. Load bank testing as required per industry standard, which must be performed for a minimum of two (2) hours.
 - d. Reports – which must be provided electronically. These consist of:
 - 1) Comprehensive – For all services provided under this annual contract;
 - 2) Load bank test results.

END OF SECTION

Division 4

Specifications

Section 2: General Requirements

2.1 General

- A. This section describes general requirements of the Contract.
- B. The Contractor shall provide all staff with photo identification and use vehicles with permanent company logos/markings/identification that are prominently displayed and clearly visible at all times.
- C. The Contractor shall provide an experienced supervisor in charge of field operations and subcontractors. The field supervisor shall be responsible for the safety of all site workers and site conditions, as well as ensuring that all work is conducted in conformance with these Specifications and to the level of quality specified. The field supervisor shall be responsible for reporting any safety or regulatory issue of concern immediately to CCWA.
- D. The Contractor shall use special care in work methods and take all necessary precautions against improper use of equipment to avoid damaging structures or CCWA, public and private property.
- E. All contractors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract. The CCWA shall not be responsible or compensate the Contractor for the damage to and/or loss of Contractor's equipment as result of the work.

2.2 Site Work

- A. The Contractor shall be responsible for providing and maintaining a safe work site. Contractor shall utilize safety cones, barricades, caution lights, caution tape, safety fencing, etc. as necessary to protect the workers and the public at all times.
- B. The work may require access to private property. The CCWA shall be responsible for coordinating and providing access to the area(s) of work. The Contractor shall contain work within area designated by CCWA.
- C. The Contractor shall employ the "best practicable means" to minimize and mitigate noise as well as disturbance resulting from operations. Mitigation

Division 4

Specifications

Section 2: General Requirements

measures shall include the utilization of sound suppression devices on all equipment and machinery, particularly in residential areas and in the near vicinity of hospitals and schools and especially at night.

END OF SECTION

**STATE OF GEORGIA
COUNTY OF CLAYTON**

WAIVER AND RELEASE UPON FINAL PAYMENT

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

_____ [describe materials and/or labor];

for the construction of improvements known as:

_____ [title of the project or building];

which is owned by the Clayton County Water Authority at the following address:

and more particularly described by the following metes and bounds description, land lot district, or block and lot number:

See Attachment: yes no

Upon the receipt of the sum of: \$ _____;

the mechanic and/or materialman waives and releases any and all liens or claims of liens or any right against any labor and/or material bond it has upon the foregoing described property.

THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD.

PERSONALLY APPEARED BEFORE ME, the undersigned attesting officer, duly authorized by law to administer oaths (the "Deponent"), who being duly sworn according to law, deposes and says on oath:

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

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

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

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

thereof, which in any way arise out of or are related to the Work or the Property, including, without limitation, any attorney's fees incurred in connection therewith.

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

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

_____(L.S.)
(Signature of Deponent)

(Printed/Typed Name and Title)

Deponent, individually, and as duly authorized agent and duly elected and acting officer of Contractor

(Company Name)

PERSONALLY APPEARED BEFORE ME, a Notary Public in and for said State and County, the Deponent, who, being personally known to the undersigned and being duly sworn and on oath deposed and said that the within and foregoing statements are true and correct this _____ day of _____, 20_____.

Notary Public _____

Commission Expiration Date: _____

(NOTARY SEAL)

(Witness)

(Address)