



**QUALITY WATER  
QUALITY SERVICE**

**REQUEST FOR BID**

**JUNE 2014**

**DUCTILE IRON PIPE**

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

**Bid Opening:                    Tuesday, July 15, 2014 at 3:00 p.m. local time  
1600 Battle Creek Road, Morrow, GA 30260**

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**Division 1**

**General Overview**

**Section 1: Request for Bids**

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

Name of Project: **Ductile Iron Pipe**

The Clayton County Water Authority will open sealed bids on **Tuesday, July 15, 2014 at 3:00 p.m. (local time)** at its offices at 1600 Battle Creek Road, Morrow, GA, 30260, for an annual contract for the purchase of **Ductile Iron Pipe**.

Any bids received after the specified time will not be considered.

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 Overview**

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

#### **1.1 Bid Overview**

This is an invitation to your firm to submit a sealed bid for Ductile Iron Pipe for the 12 month period from **September 1, 2014 to August 31, 2015**.

The contract may be extended for a second and not to exceed third year by mutual consent from both parties at the existing terms, conditions, and bid prices.

The bids shall be delivered or mailed to the Clayton County Water Authority (CCWA), located at 1600 Battle Creek Road, Morrow, Georgia 30260, in a sealed envelope, on or before **Tuesday, July 15, 2014 at 3:00 p.m. (local time)**. The envelope shall be marked "Sealed Bid" and carry the bid title, date, and time of bid opening (refer to General Instructions to Bidders). Any and all bids received after this date and time will be considered unresponsive.

#### **1.2 Bid Evaluation**

The bid will be awarded to the lowest responsive responsible bidder whose bid conforms to the RFB specifications, and will be the most advantageous to the Clayton County Water Authority (CCWA). Determination of best response to bid will be the sole judgment of the CCWA.

Prompt and reliable response on each order is as equally important as the lowest price; therefore, CCWA reserves the right to make purchases from the next available low bidder if the first low bidder is not able to supply the products to meet our needs.

#### **1.3 Addendum**

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing either by fax (770-960-5237) or by email (**CCWA\_Procurement@ccwa.us**) by **3:00 p.m. EST, Tuesday, July 1, 2014**. Any and all responses to bidder's questions will be issued in the form of an Addendum by fax or email. All addenda issued shall be 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.

## **Division 2**

## **Bid Requirements**

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

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.
6. Bids must be made on the enclosed bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the bid Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any bid Forms must be signed in ink by the person or persons authorized to sign the bid Form. The person signing the bid Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the bid Form. If a bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the bid must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the bid Form.
8. All bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the bid shall submit it in a sealed envelope on or before the date and time specified in the bid package. The envelope shall be marked "**Sealed Bid**" and carry the bid title, 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

## **Division 2**

## **Bid Requirements**

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

- 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.
  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

## **Division 2**

## **Bid Requirements**

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

- 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.
  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.



## **Division 2**

## **Bid Requirements**

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

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 amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. 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:

## **Division 2**

## **Bid Requirements**

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

- 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 under the tab for "Directories", link for "UCP Directory - Excel" at:  
<http://www.dot.ga.gov/doingbusiness/dbepPrograms/Pages/default.aspx>.

## **Division 2**

## **Bid Requirements**

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

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

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

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 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.

**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 3: 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 2**

## **Bid Requirements**

### **Section 3: Hold Harmless Agreement**

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 2**

## **Bid Requirements**

### **Section 4: Bid Submittals**

#### **4.1 Required Bid Submittals**

Please complete and submit the following forms:

- Bid Form
- Partnership Certificate
- Bidder Qualification Information

**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 **Ductile Iron Pipe** in strict accordance with the bid 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.

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.

Bidder accepts the terms and conditions of the Documents.

BID:

The undersigned proposes to supply, in all respects, sound and conformable with this bid document the goods for the amounts as shown on this Bid Form.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

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

## **Division 2**

## **Bid Requirements**

### **Section 5: Bid Form**

#### **BID FORM INSTRUCTIONS:**

The quantities shown on the bid tabulation sheet are for bid evaluation only. Actual quantities are uncertain. No quantities are guaranteed and are not intended as such.

Clayton County Water Authority (the Authority) presently uses pipe designated as "Special Classes". We will consider substituting "Pressure Classes" considering price differential and suitability for specific applications.

The Bid will be based on special classes with pressure class options shown as a deduct on a per foot basis. The bidder shall fully take this into consideration in bidding.

Restrained joint pipe shall be bid as an add-on based on per foot and will be applicable to all special and pressure classes in the size group.

Each Bidder must manufacture and bid on every item contained on the Bid Form per the specifications contained in this bid package. Documentation of adherence to specifications must be included with the bid package unless manufacture has provided these materials to the Authority in the previous three years. Failure to provide this documentation in the bid package may result in the bid being deemed unresponsive.

**Division 2**

**Bid Requirements**

**Section 5: Bid Form**

**Below Estimated Quantities are provided for bid evaluation purposes only.**

ITEM	Estimated Quantity	Unit of Measure	PRICE PER FOOT ADD / DEDUCT Foot		TOTAL
6" DIP – S CLASS 51	5,000	Feet			
6" DIP – P CLASS 350					
6" RESTRAINED JOINT	100	Feet			
8" DIP – S CLASS 50	15,000	Feet			
8" DIP – P CLASS 350					
8" RESTAINED JOINT	100	Feet			
10" DIP – S CLASS 50	100	Feet			
10" DIP – P CLASS 350					
10" RESTRAINED JOINT	20	Feet			
12" DIP – S CLASS 50	2,000	Feet			
12" DIP – P CLASS 350					
12" RESTRAINED JOINT	100	Feet			
16" DIP – S CLASS 50	2,000	Feet			
16" DIP – P CLASS 20					
16" RESTRAINED JOINT	100	Feet			
18" DIP – S CLASS 50	100	Feet			
18" DIP – P CLASS 250					
18" RESTRAINED JOINT	50	Feet			
20" DIP – S CLASS 50	100	Feet			
20" DIP – P CLASS 250					
20" RESTRAINED JOINT	50	Feet			
24" DIP – S CLASS 50	1,000	Feet			
24" DIP – P CLASS 200					
24" DIP – P CLASS 250					
24" RESTRAINED JOINT	100	Feet			

**Division 2**

**Bid Requirements**

**Section 5: Bid Form**

**Below Estimated Quantities are provided for bid evaluation purposes only.**

ITEM	Estimated Quantity	Unit of Measure	PRICE PER FOOT ADD / DEDUCT Foot		TOTAL
30" DIP – S CLASS 50	90	Feet			\$
30" DIP – P CLASS 150					\$
30" DIP – P CLASS 200					\$
30" RESTRAINED JOINT	36	Feet			\$
36" DIP – S CLASS 50	90	Feet			\$
36" DIP – P CLASS 150					\$
36" DIP – P CLASS 200					\$
36" RESTRAINED JOINT	36	Feet			\$
42" DIP – S CLASS 50	36	Feet			\$
42" DIP – P CLASS 150					\$
42" DIP – P CLASS 200					\$
42" RESTAINED JOINT	36	Feet			\$
48" DIP – S CLASS 50	20	Feet			\$
48" DIP – P CLASS 150					\$
48" DIP – P CLASS 200					\$
48" RESTRAINED JOINT	20	Feet			\$
60" DIP – S CLASS 150	20	Feet			\$
60" DIP – P CLASS 200					\$
60"RESTAINED JOINT	20	Feet			\$

**Division 2**

**Bid Requirements**

**Section 5: Bid Form**

**Below Estimated Quantities are provided for bid evaluation purposes only.**

**STAINLESS STEEL SEGMENT GASKETS**

SIZE	Estimated Quantity	Unit Price	Extended Price	TOTAL
6"	25	\$	\$	\$
8"	45	\$	\$	\$
10"	25	\$	\$	\$
12"	25	\$	\$	\$
16"	25	\$	\$	\$
18"	15	\$	\$	\$
20"	15	\$	\$	\$
24"	15	\$	\$	\$
30"	10	\$	\$	\$

TOTAL BID AMOUNT STAINLESS STEEL SEGMENT GASKETS \$

**TOTAL BID AMOUNT** \$

**State current freight allowance per net ton for truck rate of 40,000 pound minimum:** \$ \_\_\_\_\_ per ton. Please provide a copy of such source with your bid.

**Identify Joint Type used (other than Tyton or Fastite). Include Brochures/Technical Memorandums as required:**

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

**State any other Variances/Exceptions to the Specifications:**

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

Submitted by: \_\_\_\_\_  
 COMPANY NAME OF BIDDER

**Division 2**

**Bid Requirements**

**Section 5: Bid Form**

**\*\* BIDDER MUST ATTACH THE REQUIRED DOCUMENTATION RELATED TO TESTING AND QUALITY CONTROL AS OUTLINED IN PARAGRAPH 13 OF THESE BID SPECIFICATIONS.**

Submitted by:

\_\_\_\_\_  
(COMPANY NAME OF BIDDER)

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

(ATTEST)

(SEAL)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(PHONE NUMBER)

\_\_\_\_\_  
(FAX NUMBER)

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

\_\_\_\_\_  
(E-MAIL ADDRESS)

**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 8: Bidder Qualification Information**

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_



**Division 2**

**Bid Requirements**

**Section 8: Bidder Qualification Information**

**REFERENCES**

**LIST AT LEAST 3 REFERENCES OF SIMILAR ANNUAL CONTRACT IN THE PAST 5 YEARS:**

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_

COMPANY/GOV'T ENTITY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_

**END OF SECTION**

**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 the purchase of **Ductile Iron Pipe**, 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 the following goods and services to the Authority:

**GOODS:**

Any and all items needed to complete the work as described in the bid dated \_\_\_\_\_, including but not limited to labor, equipment, materials, and incidental items necessary to fully complete the work as indicated in the bid document referred to above, a copy of which is attached and incorporated into this contract.

**SERVICES:**

This contract work will consist of all services as described and outlined in the Request for Bid dated June 2014, a copy of which is attached and incorporated into this contract.

2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the bid dated \_\_\_\_\_, and above described services. The Authority shall pay the Contractor net 30 days from receipt of goods and the invoice, and acceptance by

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

the Authority of the work in accordance with the specifications. Bid hereto attached (dated \_\_\_\_\_) with the understanding that all estimated quantities are estimates only, and the Authority reserves the right to purchase more or less and on an as needed when needed basis based on actual need during the contract term. The Authority will not guarantee any minimum or maximum quantities during the contract term. Payment for work completed will be processed upon submission of an Invoice and Affidavit of Completion by the contractor. The invoice will be verified by the Authority representative and any changes/corrections to the invoice will require the contractor to correct and resubmit the invoice. The Authority will accept invoices on a once per week basis. Payments will be made via US Mail.

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1<sup>st</sup> day of September, 2014**. The Agreement shall remain in effect until **August 31, 2015**.
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 terms and conditions.
5. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
  - (a) Shall be performed as stipulated in this document.
  - (b) Shall be performed by workmen experienced in and capable of doing the kind of work assigned.

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.

6. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods as follows:

## **Division 3**

## **Contract Forms**

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

All equipment, materials, and supplies provided by the Contractor shall be first class, standard and thoroughly adequate for the work for which it will be used.

Furthermore, the Contractor warrants that goods ordered to manufacturers 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

## **Division 3**

## **Contract Forms**

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

activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

7. **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

## **Division 3**

## **Contract Forms**

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

Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

8. **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.
9. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of 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.
10. **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.

## **Division 3**

## **Contract Forms**

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

11. **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 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.
12. **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.

## **Division 3**

## **Contract Forms**

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

13. **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.
14. **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 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



## **Division 3**

## **Contract Forms**

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

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

## **Division 3**

## **Contract Forms**

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

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.

15. **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.
16. **DISPUTES**: Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority’s direction.
17. **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.

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

18. **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.

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

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

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

TITLE:

[Corporate Seal]

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

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

**THE CONTRACTOR**

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

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

[Corporate Seal]

ATTEST: \_\_\_\_\_  
[NAME] – Corporate Secretary

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

**Division 3**  
**Section 1: Agreement Form**

**Contract Forms**

**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 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 3**

**Contract Forms**

**Section 1: Agreement Form**

**EXHIBIT A**

**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.

## **Division 3**

## **Contract Forms**

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

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:

3. Certificates of Insurance in companies and with limits acceptable to the Owner, covering:
  - e) Workmen's Compensation Insurance
  - f) Commercial General and Automobile Liability Insurance covering all operations and automobiles; including Contractor's Protective Coverage for any Subcontractor's operations.
  - g) An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract.
  - h) These certificates to contain:
    11. Name of Insurance Company.
    12. Policy Number.
    13. Policy inception and expiration dates.
    14. Name and address of insured.
    15. Name and address of agent.
    16. Limits of Liability.
    17. Type of Insurance coverage.

## **Division 3**

## **Contract Forms**

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

18. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage.
  19. Statement that the policy applies to the project number or job concerned.
  20. 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.
4. 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**

**Bid Requirements**

**Section 4: Non-Collusion Certificate**

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

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

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

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

\_\_\_\_\_ in procuring the Contract with the Clayton County Water Authority on the following Project: **Ductile Iron Pipe**, and that said \_\_\_\_\_

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

ATTEST:

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

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

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

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

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

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

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

**END OF SECTION**



## **Division 4**

## **Specifications**

### **Section 1: Special Provisions**

#### **1.1. Purpose and Scope:**

To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the procurement of commodities listed in the attached specifications. The commodities will be ordered from time to time by purchase order in such quantities as to meet the needs of the Authority. The supplier is obligated to deliver minimum or maximum quantities as required.

#### **1.2. Delivery Requirements:**

Point of delivery shall be by vendor owned equipment or commercial carrier trucks and shall be routed to "Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260, or to jobsite as directed". Material shall be F.O.B. Jobsite – with freight allowed to Clayton County at a stated rate per net ton for truck rate of 40,000 pound minimum delivered trench side where accessible by trucks. All shipping overhead will be included in the stated price for pipe. Any increases in the stated freight rate will be billed to the CCWA and any decreases in the stated rate will be credited to our account with each shipment/invoice. In addition to the stated delivery rate per net ton the CCWA will be responsible for any fuel surcharge that is properly documented by the third party carrier (in order to receive payment for additional shipping costs, or freight surcharges, the vendor will be required to submit copies of actual shipping invoices). Bidders will be required to state (and provide adequate documentation) freight allowance in effect at the time of the bid submittal.

Deliveries under this contract may be made by: 1. Commercial carrier or 2. Vendor owned equipment. Either method shall require all risk management requirements are met by the proper party (ies) (i.e. any party handling the shipment) prior to the first shipment and maintained during the entire contract term. It is the responsibility of the vendor to insure proper coverage to meet CCWA requirements are in place at all times. CCWA reserves the right to audit this coverage at any time during the contract terms including renewal terms.

#### **1.3. Special Provisions**

All bids are required to be submitted with the following special provisions:

- a) Sales tax is not applicable to this bid.
- b) Federal Excise tax is not applicable to this bid.

## **Division 4**

## **Specifications**

### **Section 1: Special Provisions**

- c) The items listed on the Bid Form are our best estimate of annual requirements for evaluation purposes only. CCWA reserves the right to purchase on an as needed when needed basis. CCWA does not guarantee any minimum or maximum quantities.
- d) Payment terms is net 30 days after receipt of goods and an invoice.

#### **1.4. Price Adjustments:**

The Clayton County Water Authority will allow escalation and may require de-escalation in prices of materials annually on each September 1 on the following basis:

An index price for “scrap iron #1 heavy” is to be stated as a base condition for the prices bid. In the week that the annual renewal is agreed to by the CCWA and the vendor, the composite price for scrap #1 heavy as quoted in “Iron Age” magazine (or other nationally recognized independent source agreed to in writing by both parties) as it varies from the index price quoted shall constitute an increase in the price calculation on a per ton basis if warranted. The CCWA will meet with the selected vendor approximately 30 days prior to renewal and discuss the terms of the renewal to be primarily based on scrap price. In the event that an agreement cannot be reached, the vendor agrees to extend the bid price, with a not to exceed 8% increase, for a period of up to 45 days while a new bid is being awarded. Other increases in the cost of consumable materials such as energy costs, foundry coke prices, ore and/or pig iron prices, etc. necessary for the production and delivery of Ductile Iron Pipe may be presented to the management of the CCWA for consideration during the review of pricing at renewal. Documented increases in the Freight Allowance per net ton shall not be included in this 8% maximum increase. The CCWA reserves the right to reject any increase and rebid this contract. All extensions of this contract shall be mutually agreed upon by both parties in writing.

#### **1.5. Placement of Orders:**

Orders placed will be by individual purchase order for the total shipment ordered at each time.

#### **1.6. Extension or Cancellations of Contract:**

Clayton County Water Authority reserves the right to cancel any contract entered into as a result of this invitation. This contract may be renewed annually for a

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second and/or third year at no changes in terms or conditions except as set forth in the price adjustments as discussed and stated in this bid document.

#### **1.7 Product Specifications:**

- A. Ductile Iron Pipe designed in accordance with AWWA C-150 latest revision and manufactured in accordance with AWWA c-151/A21.51 latest revision. These specifications to be applicable to both "Special Classes and Pressure Classes" as designated by the manufacturer.
- B. All joints to be "Tyton" or "Fastite" to AWWA C111 latest revision (any joint other than these must be identified in this package and brochures/technical memorandums must be included). Failure to identify (and provide documentation) alternate types of joints used may result in the rejection of the bid.
- C. Pipe to be lined with approved cement lining sealed with approved bituminous seal coat in accordance with AWWA C104 latest revision. Provisions of section as to characteristics of bituminous coatings on the quality, color, taste, and odor imparted to potable water shall be strictly observed.
- D. Pipe shall be clearly marked as "Ductile Iron" and the pressure rating, metal thickness, net weight, length and manufacturer's name shall be clearly marked. Pipe shall be nominal 18' or 20' lengths.
- E. The entire barrel of the pipe except for the first two feet from the face of the bell shall not vary more than the manufacturer's minimum and maximum tolerances for factory spigot ends, so that at any point along its length a cut section will readily accept standard mechanical joint fittings or be capable of assembly as a compression push-on joint with field preparation techniques as recommended by the manufacturer.
- F. Manufacturer must bid, and shall have seven years' experience in the manufacture of all sizes of pipe in these bid documents.
- G. Manufacturer must bid, and be able to supply, all sizes of pipe in the bid documents with a mechanical restrained joint system. Restrained joint pipe shall be Ductile Iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push on joints for such pipe shall be in

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accordance with ANSI/AWWA C151/A21.11. Pipe thickness shall be in accordance with ANSI/AWWA C150/A21.50. Restrained joints components shall be Ductile Iron in accordance with ANSI/AWWA C110/A21.10 and/or C153/A21.53 with the exception of manufacturers' proprietary design dimensions. All AWWA requirements for cement lining, seal coating and bituminous coatings shall be as outlined in paragraph 2 above. Restrained push on joints shall be designed for water working pressure of 350 psi for sizes 4" – 60".

- H. Manufacturer shall manufacture, in sizes 4" – 36", a push-on gasket with embedded Stainless Steel segments that create a restrained joint rated for 350 p.s.i. for 4" – 24", and 250 p.s.i. for 30" – 36". Manufacturer must have available a device for field use that is compatible and similar to its factory manufactured Restrained Joint pipe and Fittings.
- I. Restrained joint fittings and restraining components shall be ductile iron in accordance with applicable requirements of ANSI/AWWA C110/A21.10 and/or C153/A21.53 with the exception of the manufactures proprietary design dimensions. Push-on joints for such fittings shall be "TYTON" or "Fastite" and in accordance with ANSI/AWWA C111/A21.11.
- J. GUARANTEE – The material shall be guaranteed to be free of defects in construction, materials, and workmanship for a period of twelve months from the date of purchase. Any part or portion found not in accordance with these specifications will be rejected and returned to the vendor at the vendor's expense for its immediate replacement.
- K. All specifications contained in these documents shall be supported by manufactures brochures, catalogs, or other supporting documents unless the manufacturer has provided the materials directly to the Authority in the previous three years. These supporting documents must be included in the bid package. Failure to include these documents may result in the rejection of the bid.
- L. All Ductile Iron Pipe must be manufactured in the United States of America. Pipe shall be cast, cleaned, cement lined, coated, tested, and certified at a single manufacturing facility with all manufacturing units contiguous to one another.

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- M. All bidders must submit technical memorandums, brochures, and/or a written summary of the methods employed to ensure that the Pipe is Ductile and that the integrity of the finished products meets all ANSI/AWWA requirements. This documentation shall include methods of metallographic testing, mechanical testing, pressure testing, and other pertinent quality control methods (failure to include this documentation may result in the rejection of the bid). The CCWA reserves the right to request additional information and/or schedule a site visit (at CCWA expense) to review these methods.

**END OF SECTION**