



REQUEST FOR BID
MISCELLANEOUS CONCRETE WORK

Bid Number 2019-DC-18

September 2019

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

Bid Opening: Tuesday, November 5, 2019 at 10:00 a.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

**Non-Mandatory
Pre-Bid Meeting** Tuesday, October 22, 2019 at 10:00 a.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

This bid has a SLBE BID DISCOUNT

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None Issued at This Time

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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: **Miscellaneous Concrete Work**

The Clayton County Water Authority will open sealed bids from qualified firms at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, November 5, 2019 at 10:00 a.m. (local time)** for Miscellaneous Concrete Work.

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

A Non-Mandatory pre-bid meeting will be held on **Tuesday, October 22, 2019 at 10:00 a.m. (local time)** at 1600 Battle Creek Road, Morrow, Georgia, 30260.

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

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested by e-mail to CCWA_Procurement@ccwa.us or by calling 770-960-5223, M-F, 8:00 am - 5:00 pm. 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.

END OF SECTION

Division 1

General Information

Section 2: General Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced Contractor to complete miscellaneous concrete work for the period **January 1, 2020 to December 31, 2020**.

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 with no changes in the terms and conditions.

The CCWA reserves the right to award a primary contractor, as well as a secondary contractor to ensure that our requests under this annual contract can be performed as needed.

The work to be performed under this contract will be determined and assigned by CCWA on an “as-needed”, “when-needed” basis. CCWA does not guarantee any minimum or maximum work quantities under this contract, and reserves the right to bid any similar type work of this contract as a separate procurement at its sole discretion.

2.2 Bid Evaluation

To be considered responsive to this bid, bidders are required to bid on all work items listed on the Bid Form - Pay Item Schedule.

A contract will be awarded to the lowest responsive 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 total bid amount per bidder will be determined by taking the “unit cost” for each “work item” as shown on the “Bid Form - Pay Item Schedule” times an estimated annual quantity for each “work item”. At the time of Bid Opening, CCWA will provide a list to each bidder of the “selected” work items and “estimated annual quantities” that CCWA has selected to use in determining the “total bid amount”. Note that not all “work items” as shown on the Bid Form - Pay Item Schedule will be used in the bid evaluation process. Work items on the

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General Information

Section 2: General Overview

Bid Form – Pay Item Schedule not used in the award evaluation process will be examined by the CCWA to insure that the unit price is in line with comparable items contained in this bid and that any unit price that appear to be out of line may be used by the CCWA as a basis of denial/award of the particular bid and/or the unit price may be negotiated by CCWA. This determination will be at the sole discretion of CCWA.

This procurement has a Small Local Business Enterprise (SLBE) bid discounts up to 10% which will be applied to certified SLBE primes ONLY (*bidders only, not for use of any SLBE certified sub-contractors*), depending upon their business location. Please refer to Division 2, Section 8 of this bid package for more details.

2.3 Addendum

Bidders may submit questions regarding this bid prior to the bid opening. To be considered, any and all questions must be received by email at CCWA_Procurement@ccwa.us **by 10:00 a.m. EST, Thursday, October 24, 2019.** Any and all responses to bidders' 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 bidding to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the Bid, and any Bidder agrees that tender of a Bid constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the CCWA.

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

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Bid Requirements

Section 1: Instructions to Bidders

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

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Bid Requirements

Section 1: Instructions to Bidders

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 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. Any

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Bid Requirements

Section 1: Instructions to Bidders

- applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Bidder.
20. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
 21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
 22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
 23. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
 24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
 25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
 26. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
 27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
 28. Any Contract and Contract Bonds shall be executed in duplicate.

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Section 1: Instructions to Bidders

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. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Requesting Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.
33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
 - a. Ability of Bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the Bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.

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Section 1: Instructions to Bidders

- d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
34. 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.
35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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/PS/Business/DBE>.

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

37. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of

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Section 1: Instructions to Bidders

this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

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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.

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

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Bid Requirements

Section 2: Risk Management Requirements

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

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Bid Requirements

Section 3: Bid Submittals

3.1 Required Bid Submittals:

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. Additionally, due to the volume of the items on the bid form on the date of the bid opening, no bid amounts will be read out loud by the CCWA; however, copies of the paper submittals will be provided upon request.
- B. Bidder Qualification Information, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive.
- C. Georgia Security and Immigration Compliance Act of 2006 form.
- D. Contractor Affidavit and Agreement form.
- E. 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.

- F. CCWA SLBE Certification Letter (if applicable)
- G. List of Subcontractor(s) and their role to be used with Annual Contract.
- H. List of Contractor's owned equipment to be used with Annual Contract.
- I. List of Contractor's personnel to be used with Annual Contract.
- J. Addenda (if any issued).

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____

(Hereinafter "Bidder"), organized and existing under the laws of the State of _____,

doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all work for **Miscellaneous Concrete Work**, 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.

INSURANCE:

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

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Section 4: Bid Form

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:

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Bid Requirements

Section 4: Bid Form – Pay Item Schedule

No.	Work Item	Detail	Unit	Unit Cost
1	Emergency Mobilization	N/A	EA	
2	Traffic Control County Road	Single Lane Closure	DY	
3		Road Closure	DY	
4	Traffic Control State Road	Single Lane Closure	DY	
5		Road Closure	DY	
6	Site Work Pumping	2-inch or 3-inch	DY	
7		4-inch	DY	
8		6-inch	DY	
9	Site Work Sediment Barrier Installation	Silt Fence - Type A	LF	
10		Silt Fence - Type C	LF	
11		Hay Bale	LF	
12	Site Work Sediment Barrier Removal	N/A	LF	
13	Site Work Soil Stabilization	Straw Mulch	SF	
14		Seed and Straw Mulch	SF	
15		Seed and Matt Blanket	SF	
16	Site Work Remove Asphalt Pavement	Up to 4 inch thick layer	SF	
17		Greater than 4 inch to 6 inch thick layer	SF	
18		Greater than 6 inch to 8 inch thick layer	SF	
19		Greater than 8 inch to 10 inch thick layer	SF	
20		Greater than 10 inch to 12 inch thick layer	SF	
21	Site Work Remove Concrete Flat Work	Up to 4 inch thick layer	SF	
22		Greater than 4 inch to 6 inch thick layer	SF	
23		Greater than 6 inch to 8 inch thick layer	SF	
24		Greater than 8 inch to 10 inch thick layer	SF	
25		Greater than 10 inch to 12 inch thick layer	SF	
26		Curb and Gutter	LF	

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Bid Requirements

Section 4: Bid Form – Pay Item Schedule

No.	Work Item	Detail	Unit	Unit Cost
27	Site Work Excavation / Backfill	Up to 6 feet deep	CF	
28		Greater than 6 feet to 10 feet deep	CF	
29	Site Work General Fill	Soil	CF	
30		Stone	CF	
31	Site Work Stone Placement on Slope	Up to 12 inch thick layer	SF	
32		Greater than 12 inch to 24 inch thick layer	SF	
33	Site Work Steel Plate Installation	Up to 40 square foot plate	DY	
34		Greater than 40 square foot to 96 square foot plate	DY	
35		Greater than 96 square foot to 160 square foot plate	DY	
36	Site Work Pavement Marking	Line Stripe Up to 6 inch wide	LF	
37		Handicap Symbol	EA	
38	Site Work Pavement Pressure Washing	N/A	SF	
39	Site Work Hauling Debris From Work Site	N/A	LD	
40	Concrete Work Curb and Gutter	Up to 24 inch width, square back	LF	
41		Up to 24 inch width, roll back	LF	
42	Concrete Work Slab-On-Grade	Up to 4 inch thick layer	SF	
43		Greater than 4 inch to 6 inch thick layer	SF	
44		Greater than 6 inch to 8 inch thick layer	SF	
45		Greater than 8 inch to 10 inch thick layer	SF	
46		Greater than 10 inch to 12 inch thick layer	SF	
47		Wire Mesh	SF	
48		Steel Reinforcement - No. 4 Steel Reinforcement	SF	
49	Steel Reinforcement - No. 5 Steel Reinforcement	SF		
50	Concrete Work Catch Basin - Single Wing (GA DOT)	Top Slab	EA	
51		Spillway	EA	

Division 2

Bid Requirements

Section 4: Bid Form – Pay Item Schedule

No.	Work Item	Detail	Unit	Unit Cost
52	Concrete Work Catch Basin - Double Wing (GA DOT)	Top Slab	EA	
53		Spillway	EA	
54	Concrete Work Catch Basin - Varying Sizes	Top Slab	SF	
55		Spillway	SF	
56	Concrete Work Catch Basin Spillway Throat	Up to 24 inch width	LF	
57	Concrete Work Structure Top / Lid	6 inch thick	SF	
58		8 inch thick	SF	
59		10 inch thick	SF	
60	Concrete Work Headwall for 12-Inch Diameter Opening	Headwall with single opening	EA	
61		Per each additional opening	EA	
62	Concrete Work Headwall for 15-Inch Diameter Opening	Headwall with single opening	EA	
63		Per each additional opening	EA	
64	Concrete Work Headwall for 18-Inch Diameter Opening	Headwall with single opening	EA	
65		Per each additional opening	EA	
66	Concrete Work Headwall for 24-Inch Diameter Opening	Headwall with single opening	EA	
67		Per each additional opening	EA	
68	Concrete Work Headwall for 30-Inch Diameter Opening	Headwall with single opening	EA	
69		Per each additional opening	EA	
70	Concrete Work Headwall for 36-Inch Diameter Opening	Headwall with single opening	EA	
71		Per each additional opening	EA	
72	Concrete Work Headwall for 42-Inch Diameter Opening	Headwall with single opening	EA	
73		Per each additional opening	EA	
74	Concrete Work Headwall for 48-Inch Diameter Opening	Headwall with single opening	EA	
75		Per each additional opening	EA	
76	Concrete Work Headwall for 54-Inch Diameter Opening	Headwall with single opening	EA	
77		Per each additional opening	EA	

Division 2

Bid Requirements

Section 4: Bid Form – Pay Item Schedule

No.	Work Item	Detail	Unit	Unit Cost
78	Concrete Work Headwall for 60-Inch Diameter Opening	Headwall with single opening	EA	
79		Per each additional opening	EA	
80	Concrete Work Headwall for 66-Inch Diameter Opening	Headwall with single opening	EA	
81		Per each additional opening	EA	
82	Concrete Work Headwall for 72-Inch Diameter Opening	Headwall with single opening	EA	
83		Per each additional opening	EA	
84	Concrete Work Headwall for 84-Inch Diameter Opening	Headwall with single opening	EA	
85		Per each additional opening	EA	
86	Concrete Work Headwall for 96-Inch Diameter Opening	Headwall with single opening	EA	
87		Per each additional opening	EA	
88	Concrete Work Footing Construction	For 8 inch wall	LF	
89		For 10 inch wall	LF	
90	Concrete Work Wall Construction	For 8 inch wall	SF	
91		For 10 inch wall	SF	
92	Brick Work Wall Construction	1 Brick Thick	SF	
93		2 Brick Thick	SF	
94		3 Brick Thick	SF	
95		4 Brick Thick	SF	
96	Miscellaneous Work Invert Construction	Cast-in-Place Concrete	SF	
97		Brick and Mortar	SF	
98	Miscellaneous Work Ring and Cover Installation	Installation	EA	
99		Additional Height, Per Brick Layer	EA	
100	Miscellaneous Work Cementitious Grouting	Grout Mixed by Hand	CF	
101		Grout Mixed by Plant	CY	
102		Pump Mobilization	DY	

Division 2

Bid Requirements

Section 4: Bid Form – Pay Item Schedule

No.	Work Item	Detail	Unit	Unit Cost
103	Hourly Labor	Superintendent	HR	
104		Foreman	HR	
105		Operator	HR	
106		Laborer	HR	
107	Hourly Equipment	Mini Excavator	HR	
108		Skid Loader	HR	
109		Utility Truck Fully Equipped with Hand Tools, Cutting Tools, Generator, Mechanical Tamp, Vibratory Tamp	HR	
110	Equipment Rental	N/A	%	10
111	Special Material	N/A	%	10

Submitted by: _____
Company Name of Bidder

Is the Bidder a CCWA certified SLBE? YES – Copy of the SLBE Certification is required.
 NO

Division 2

Bid Requirements

Section 4: Bid Form

To be considered responsive to this bid, bidders are required to bid on all work items listed on the Bid Form - Pay Item Schedule.

Submitted by:

(NAME OF BIDDER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

_____ (SEAL)
(ATTEST)

(ADDRESS)

(PHONE NUMBER)

(LICENSE NUMBER) (If applicable)

(E-MAIL ADDRESS)

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

Provide at least three (3) references for similar work that have been completed in the past five (5) years. Failure to provide satisfactory references will result in the bid being deemed non-responsive.

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: 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 7: 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 seven digit numbers

Name of Contractor (Printed)

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit & Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

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

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Subscribed and sworn before me on this the _____ day of _____ 20____.

Notary Public

My Commission Expires

END OF SECTION

Division 2

Bid Requirements

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

8.1 Program Overview

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

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

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; Architectural Firms – \$3,750,000; Engineering Firms – \$7,500,000, and Goods and Services – less than 250 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

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

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

Division 2

Bid Requirements

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

them will be considered in determining if the SLBE is performing a commercially useful function.

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

8.2 Overview of Bid Discount

Bid discounts are incentives that allow an original bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsive bidder, while the original bid amount will be the basis for the contract award. SLBE Bid Discounts will be applied to certified SLBE prime bidders only, and will range between 7.5% and 10% depending on the bidders' location. *SLBE discounts will be offered to bidders only, not for use of any SLBE certified sub-contractors.*

Example: A \$100,000 bid with a 7.5% bid discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful bidder.

The calculation of SLBE bid discounts shall be as follows:

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

- 10 percent for SLBE's in Clayton County.
 - 7.5 percent for SLBE's within the next surrounding 10 counties (Cherokee, Cobb, Douglas, DeKalb, Fayette, Fulton, Gwinnett Henry, Rockdale Spalding).
- (1) Discounts are given to Bidders who are SLBE Primes only (*not for use of any SLBE certified sub-contractors*).
 - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at ccwa_slbe_program@ccwa.us for a list of certified SLBE's. The list is also available through www.ccwa.us, under the tab for "Procurement", section for "Small Local Business Program".

END OF SECTION

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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 _____, 2019, for **Miscellaneous Concrete Work**, 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 goods and services to the Authority in such quantities as the Authority requires for **Miscellaneous Concrete Work**, as described in the Request for Bid dated September 2019.
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 _____, 2019, and above described goods and services. The Authority will not guarantee any minimum or maximum quantities during the contract term. Work under this contract will be authorized on an "as needed – when needed basis", and will be paid per the bid unit prices as submitted and approved. 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 re-submit the invoice. The Authority will accept invoices on a once per week basis. The Authority shall pay the Contractor net 30 days upon receipt of the invoice and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **January 1, 2020**. The Agreement shall remain in effect until **December 31, 2020**.

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Contract Forms

Section 1: Agreement Form

4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third 12 month period by mutual written consent by both parties with no changes in terms, conditions, and bid prices.
5. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.
6. **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

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Contract Forms

Section 1: Agreement Form

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 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 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

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Contract Forms

Section 1: Agreement Form

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 subcontract 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.
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

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Contract Forms

Section 1: Agreement Form

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.
13. **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 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

Division 3

Contract Forms

Section 1: Agreement Form

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.

14. **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

Division 3

Contract Forms

Section 1: Agreement Form

provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

15. **DISPUTES**: Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
16. **NOTICES**: All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
17. **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: _____

TITLE:

[Corporate Seal]

ATTEST: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE:

[Corporate Seal]

ATTEST: _____
Corporate Secretary

DATE: _____

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Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____ , COUNTY OF _____

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

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

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Miscellaneous Concrete Work**

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: Post Award Submittals

1.1 General

- A. This section describes the information that is required to be provided by the Contractor to facilitate work.
- B. Contractor shall submit, to the CCWA for approval to use, product information on all materials required to be provided by the Contractor unless noted otherwise.
 - 1. Where a material manufacturer is not specified, Contractor shall submit for use domestically manufactured materials.
 - 2. Materials provided by the Contractor not approved by the CCWA shall be subject to rejection without further justification.
- C. The Contractor shall schedule and make submissions as to cause no delay in work.
- D. Upon receipt of a submittal, the CCWA shall complete its review and return CCWA comments to Contractor within 10 business days.

1.2 Submittal Requirements

- A. Submittals to be provided with each individual Project Work Order:
 - 1. Specifications of materials being supplied (as necessary).

END OF SECTION

Division 4

Specifications

Section 2: Work Assignment and Detail

2.1 General

- A. This Section describes how work is to be assigned and the basis that will be used for processing applications for payment. These provisions will apply to all work of the Contract Documents in addition to specific instructions provided within the individual specification sections.
- B. The basis for payment will be the bid unit cost amounts included in the Pay Item Schedule and the actual quantities of work completed by the Contractor and approved by the CCWA. The CCWA reserves the right to adjust the quantities up or down as necessary to address needs.
- C. Nothing in this Section shall be construed as providing for additional payment beyond the Work Items. No payment will be made for partially completed Work Items. No payment will be made for the completion of excessive quantities of a Work Item as determined by the CCWA.

2.2 Work Assignment and Detail

- A. Work to be performed under this annual contract will be assigned on an as needed when needed basis as determined by the CCWA in the form of a Project Work Order.

Project Set-Up for Non-Emergency Work

- 1. CCWA shall prepare draft work items and quantities for Contractor review.
- 2. Contractor shall provide comments on the draft work items and quantities to CCWA within 7 calendar days of issuance by CCWA in order that a Project Work Order can be issued.
- 3. Contractor shall commence work on-site within 7 calendar days of receipt of a Project Work Order.

Project Set-Up for Emergency Work

- 1. CCWA shall prepare draft work items and quantities for Contractor review.
- 2. Contractor shall provide comments on the draft work items and quantities to CCWA within 24 hours of notice of emergency mobilization by CCWA in order that a Project Work Order can be issued.
- 3. Contractor shall commence work on-site within 24 hours of notice of emergency mobilization by CCWA. CCWA shall issue Project Work Order prior to or concurrently with the start of work.

Division 4

Specifications

Section 2: Work Assignment and Detail

- B. A Project Work Order will be for work items that are in a common geographic location. A common geographic location may be considered a business/industrial park, city block or residential subdivision.
- C. Work of a Project Work Order shall be completed within the number of consecutive work days mutually agreed to by the Contractor and the CCWA prior to the start of the work. Unless approved by the CCWA in advance, the Contractor shall not leave the work site to complete work for others.

2.3 Work Items and Measurement

The following descriptions explain the work that is to be completed as part of each Work Item. The Contractor shall provide all labor, equipment, tools and materials (unless indicated otherwise) to complete the Work Items in accordance with the Contract Documents. CCWA will pay landfill fees associated with construction debris disposal. The following Work Items correspond to the Work Items listed on the "Pay Item Schedule" of the Bid Form.

Work Item 1. Emergency Mobilization: Defined as the Contractor's administrative and preparatory operations which are necessary to arrive on-site and initiate work within 24 hours of a notice of an Emergency Mobilization request. The Work Item will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule when applicable as authorized/approved by CCWA. The costs for demobilization, and re-mobilizations due to shut downs or suspensions of the work caused by the Contractor shall not be compensated.

Work Items 2 – 3. Traffic Control (County Road): Defined as the Contractor preparing, securing and implementing an approved Clayton County Transportation and Development Department traffic control plan for a day or portion thereof to close a lane of traffic or a road. The Work Items will be paid on a per "day" (DY) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 4 – 5. Traffic Control (State Road): Defined as the Contractor preparing, securing and implementing an approved Georgia Department of Transportation traffic control plan for a day or portion thereof to close a lane of traffic or a road. The Work Items will be paid on a per "day" (DY) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Division 4

Specifications

Section 2: Work Assignment and Detail

Work Items 6 – 8. Site Work Pumping: Defined as the Contractor providing, operating and maintaining a complete pumping system that includes pumps, suction/discharge piping, coffer dams, fuel, etc. of the minimum size to meet flow conditions. The Work Items will be paid on a per “day” (DY) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 9 – 11. Site Work Sediment Barrier Installation: Defined as the Contractor installing Silt Fence – Type A, Silt Fence – Type C or Hay Bales in accordance with “The Manual for Erosion and Sediment Control in Georgia”, latest Edition. The Work Items will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 12. Site Work Sediment Barrier Removal: Defined as the Contractor removing for disposal Silt Fence Type-A, Silt Fence – Type C or Hay Bales and stabilizing any subsequent disturbed soil in accordance with Soil Stabilization Work Items. The Work Item will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 13 – 15. Site Work Soil Stabilization: Defined as the Contractor returning the disturbed soil grade to match existing conditions, removing for disposal all debris, rocks and dirt clogs 3/4-inch in size and larger and installing straw mulch, seed and straw mulch or seed and matt blanket to match existing grass type. Soil stabilization measures shall include lime and fertilizer and shall be installed in accordance with “The Manual for Erosion and Sediment Control in Georgia”, latest Edition. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 16 – 20. Site Work Remove Asphalt Pavement: Defined as the Contractor saw cutting through asphalt surfaces, removing asphalt pavement from work site and loading for disposal. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 21 – 26. Site Work Remove Concrete Flat Work: Defined as the Contractor saw cutting through concrete surfaces, removing concrete from work site and loading for disposal. The Work Items shall be used where asphalt material is found to be over concrete material. The Work Items will be paid on a

Division 4

Specifications

Section 2: Work Assignment and Detail

per “square foot” (SF) unit cost or per a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 27 – 28. Site Work General Excavation / Backfill: Defined as the Contractor completing the excavation of soils to a required grade and removing subgrade concrete structures, brick and masonry structures, headwalls, pipe or other items, utilizing shoring devices, dewatering as necessary, stockpiling soil for subsequent backfilling, placing soil as backfill and loading for disposal construction related debris /soil. When placing soil, soil will be compacted to 95% of its maximum dry density as determined by a Standard Proctor Analysis. The depth of work shall be determined by measuring from original ground surface to bottom of excavation. The Work Items will be paid on a per “in-place cubic foot” (CF) unit cost and applicable Detail in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 29 – 30. Site Work General Fill: (CCWA Provides Material) Defined as the Contractor placing soil and/or stone of varying sizes in excavations or other areas and dewatering as necessary. When placing soil, soil will be compacted to 95% of its maximum dry density as determined by a Standard Proctor Analysis. The Work Items may only be used when work cannot be completed through other Work Items of the Contract. The Work Items will be paid on a per “in-place cubic foot” (CF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 31 – 32. Site Work Stone Placement on Slope: (CCWA Provides Material) Defined as the Contractor placing stone of varying sizes on sloped grades at requested layer thickness. The Work Items will be paid on a per “square foot” (SF) unit cost and applicable Detail in accordance with the Pay Item Schedule and as authorized/approved by CCWA.

Work Items 33 – 35. Site Work Steel Plate Installation: Defined as the Contractor installing steel plates of varying sizes and thicknesses over excavations, installing pavement anchors and/or cold asphalt patch as required and removing plates upon completion of work. Steel Plate thickness for the applicable clear span shall be based on AASHTO H20-44 loading. Comply with “Steel Traffic Plate Installation” Detail. The Work Items will be paid on a per “day” (DY) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Division 4

Specifications

Section 2: Work Assignment and Detail

Work Items 36 – 37. Site Work Pavement Marking: Defined as the Contractor installing painted line of the appropriate color to concrete surfaces of parking lots or installing painted handicap symbol, complying with Figure 3B-22 of the Manual on Uniform Traffic Control Devices, of the appropriate color to concrete surfaces of parking lots. The Contractor shall provide a water-based paint, fast dry, formulated for pavement application; dry to the touch in 5 minutes, ready for traffic in 15 minutes. Sufficient paint shall be applied so that no concrete color is visible through paint. The Work Items will be paid on a per “linear foot” (LF) unit cost for striping and on a per “each” (EA) unit cost for symbol in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 38. Site Work Pavement Pressure Washing: Defined as the Contractor using a minimum 3,500 psi pressure washer and removing soil / mud and stains from asphalt and concrete surfaces. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 39. Site Work Hauling Debris From Work Site: Defined as the Contractor transporting CCWA provided material to a work site or transporting CCWA material / construction related debris from a work site to a disposal facility or CCWA facility and unloading material. The Work Item is not applicable for Contractor supplied material. Where material is picked-up or unloaded at a CCWA facility, CCWA will load/unload material. Contractor shall provide suitable equipment for hauling material (i.e. double rear-axle dump truck, lowboy tractor-trailer, etc.). Contractor shall make every effort to fully load each truck for transportation. The Work Item will be paid on a per “load” (LD) unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 40 – 41. Concrete Work Curb and Gutter: Defined as the Contractor preparing ground surface, installing necessary formwork and placing commercial grade 3,000 psi concrete. Control joints shall be installed at interval spacing not to exceed 10 feet. Control joints shall be installed by hand tooling during finishing. Concrete shall be finished with a brush finish parallel to road direction. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. The Work Items will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Division 4

Specifications

Section 2: Work Assignment and Detail

Work Items 42 – 49. Concrete Work Slab-On-Grade: Defined as the Contractor excavating to grade where necessary, preparing ground surface, installing necessary formwork, installing wire mesh or steel reinforcing as requested by CCWA and placing commercial grade 3,000 psi concrete of varying thickness and area to a required grade. Placed concrete shall be vibratory consolidated prior to finishing. Control joints shall be installed at interval spacing of 1-1/2 times slab width or at maximum spacing of 10 feet, whichever is closer. Control joints, $\frac{1}{4}$ of slab thickness, shall be installed by hand tooling during finishing or saw cut within 24 hours of initial placement. Concrete exposed to walking traffic shall be finished with a brush finish perpendicular to walking direction. Concrete not exposed to walking traffic shall be finished with a smooth steel trowel finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. The “Wire Mesh” description is for 4x4 – W2.1xW2.1 wire mesh. The “Steel Reinforcement” description is for No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way supported on chairs and secured using tie wire. Install reinforcement in accordance with the Concrete Reinforcement Steel Institute (CRSI) manual for placing reinforcing bars, latest edition. Comply with “Slab-On-Grade” Detail. The Work Items for concrete will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable depth Detail as authorized/approved by CCWA. The Work Items “Wire Mesh” and “Steel Reinforcement” will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 50 – 53. Concrete Work Catch Basin Single and Double Wing (GA DOT): (CCWA Provides Ring and Cover) Defined as the Contractor excavating to grade where necessary and preparing ground surface for a spillway, installing necessary formwork, ring and cover, steel reinforcement and placing commercial grade 4,000 psi concrete to sizes in accordance with Georgia Department of Transportation (GA DOT) standards for a basin top slab and a basin spillway. Placed concrete shall be vibratory consolidated prior to finishing. Concrete for spill way shall be finished smooth. Concrete for top slab shall be finished with a brush finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire; other No. 3

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Specifications

Section 2: Work Assignment and Detail

bar reinforcement as required. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with “GA DOT 1033D” and “GA DOT 1034D” Details; catch basin top slab and spillway with protruded back is not applicable. The Work Items will be paid on a per “each” (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 54 – 55. Concrete Work Catch Basin - Varying Sizes: (CCWA Provides Ring and Cover) Defined as the Contractor excavating to grade where necessary and preparing ground surface for a spillway, installing necessary formwork, ring and cover, steel reinforcement and placing commercial grade 4,000 psi concrete to varying sizes in general accordance with GA DOT standards for a basin spillway and a basin top. Placed concrete shall be vibratory consolidated prior to finishing. Concrete for spill way shall be finished smooth. Concrete for top slab shall be finished with a brush finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire; other No. 3 bar reinforcement as required. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply in general with “GA DOT 1033D” and “GA DOT 1034D” Details. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 56. Concrete Work Catch Basin Spillway Throat: Defined as the Contractor excavating to grade where necessary, preparing ground surface, installing necessary formwork and placing commercial grade 3,000 psi concrete. Concrete shall be finished with a brush finish perpendicular to road direction. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Comply in general with “GA DOT 1033D” and “GA DOT 1034D” Details. The Work Items will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 57 – 59. Concrete Work Structure Top / Lid: (CCWA Provides Ring and Cover or Hatch) Defined as the Contractor installing necessary formwork and steel reinforcing, lifting anchors, ring and cover or hatch and placing commercial grade 4,000 psi concrete of varying thickness and sizes over

Division 4

Specifications

Section 2: Work Assignment and Detail

an existing structure. Placed concrete shall be vibratory consolidated prior to finishing. Concrete shall be finished with a brush finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire. Lifting anchors shall be pre-engineered and manufactured for corrosion resistance and sized for the applicable slab being installed. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with "Concrete Structure Top / Lid" Detail. The area of a ring and cover or hatch is not deducted from the overall square footage. The Work Items will be paid on a per "square foot" (SF) unit cost in accordance with the Pay Item Schedule and applicable depth Detail as authorized/approved by CCWA.

Work Items 60 – 87. Concrete Work Headwall: Defined as the Contractor installing necessary formwork and steel reinforcing, cutting pipe as may be necessary and placing commercial grade 4,000 psi concrete. Placed concrete shall be vibratory consolidated. Upon form removal, any voids shall be filled with a non-shrink cement grout, rubbed finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with "Concrete Headwall" Detail. The area of the pipe is not deducted from the overall square footage. The Work Items will be paid on a per "each" (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 88 – 89. Concrete Work Footing Construction: Defined as the Contractor installing necessary formwork and steel reinforcing, placing commercial grade 4,000 psi concrete and constructing footings to requested sizes. Placed concrete shall be vibratory consolidated. Upon form removal, any voids shall be filled with a non-shrink cement grout. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with "Concrete Footing

Division 4

Specifications

Section 2: Work Assignment and Detail

and Wall” Detail. Excavation / Backfill required for these work items will be completed by Work Item “Excavation / Backfill”. The Work Items will be paid on a per “linear foot” (LF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 90 – 91. Concrete Work Wall Construction: Defined as the Contractor installing necessary formwork and steel reinforcing, cutting pipe as may be necessary, placing commercial grade 4,000 psi concrete and constructing walls to requested sizes. Placed concrete shall be vibratory consolidated. Upon form removal, any voids shall be filled with a non-shrink cement grout, rubbed finish. Upon completion, formwork, wasted concrete and other debris shall be removed from the work site and loaded for disposal. Steel reinforcement shall be No. 4 or No. 5, Grade 60 bars spaced at 6 inches on-center each way, supported on wire chairs and secured using annealed tie wire. Install reinforcement in accordance with the CRSI manual for placing reinforcing bars, latest edition. Comply with “Concrete Footing and Wall” Detail. Excavation / Backfill required for these work items will be completed by Work Item “Excavation / Backfill”. The square foot area of wall construction is determined by measuring the linear footage of wall (soil side) by the linear footage of vertical height. The area of a wall opening is not deducted from the overall square footage. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 92 – 95. Brick Work Wall Construction: Defined as the Contractor installing brick and mortar to form walls of varying thickness, cutting pipe as may be necessary and constructing boxes / vaults to requested sizes. Brick shall conform to ASTM C32-11, Grade MS and MM, plain textured surface. Mortar shall conform to ASTM C270, Type S. The “Brick Deep Wall Construction” description indicates the number of bricks used to construct the thickness of the wall. Comply with “Brick Wall Construction” Detail. The square foot area of wall construction is determined by measuring the linear footage of wall (soil side) by the linear footage of vertical height. The area of a wall opening is not deducted from the overall square footage. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 96 – 97. Miscellaneous Work Invert Construction: Defined as the Contractor installing concrete or brick and mortar channels of the necessary shape and size to direct flow. Concrete shall be commercial grade 3,000 psi

Division 4

Specifications

Section 2: Work Assignment and Detail

compressive strength. Brick shall conform to ASTM C32-11, Grade SS and SM, smooth surface on both ends and face side. Mortar shall conform to ASTM C270, Type S. The Work Items will be paid on a per “square foot” (SF) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 98 – 99. Miscellaneous Work Ring and Cover Installation: (CCWA Provides Ring and Cover Material) Defined as the Contractor installing traffic rated or non-traffic rated cast iron ring and cover to a grade with brick and mortar on structure as required, grouting ring to structure or brick work. Brick shall conform to ASTM C32-11, Grade MS and MM, plain textured surface. Mortar shall conform to ASTM C270, Type S. The Work Items will be paid on a per “each” (EA) unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 100 – 102. Miscellaneous Work Cementitious Grouting: Defined as the Contractor installing necessary piping and/or bulk heads to facilitate the work, placing minimum 500 psi grout and completely filling pipe or repairing pipe invert or other work as may be necessary and removing and loading for disposal any waste material. The “Grout Mixed By Hand” description is where mixture is provided in a sack, water is added at the work site and mixture and water are combined and mixed together using hand tools; cubic foot quantity is indicated on the sack. The “Grout Mixed By Plant” description is where mixture and water are combined at a plant and mixed in a cement truck. The “Pump Mobilization” description is where a pump is utilized to place grout. The Work Item “Grout Mixed By Hand” will be paid on a per “cubic foot” (CF) unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA. The Work Item “Grout By Plant Mixing” will be paid on a per “cubic yard” (CY) unit cost in accordance with the Pay Item Schedule as accepted/approved by CCWA. The Work Item “Pump Mobilization” will be paid on a per “day” (DY) unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 103 – 106. Hourly Labor: Work Items shall be utilized on a case-by-case basis. Defined as the Contractor providing and utilizing the indicated labor position to complete work as requested for a certain amount of time. Only the time the labor position is on the work site and working will be considered for payment. The hourly rate shall be the Contractor’s total expense per hour for the indicated labor position. The Work Items will be paid on a per “hour” (HR) unit

Division 4

Specifications

Section 2: Work Assignment and Detail

cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 107 – 109. Hourly Equipment: Work Items shall be utilized on a case-by-case basis. Defined as the Contractor providing and utilizing the indicated piece of equipment to complete work as requested for a certain amount of time. Only the time the piece of equipment is in operation will be considered for payment. The hourly rate shall be the Contractor's total expense per hour for the indicated piece of equipment. The Work Items will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 110. Equipment Rental: Work Item shall be utilized on a case-by-case basis. Defined as the Contractor furnishing equipment not included as part of other Work Items or listed in the Work Item "Hourly Equipment", to complete work. The Contractor may furnish equipment through a rental company or through the Contractor's company. Where the Contractor furnishes the equipment through the Contractor's company, industry standard rental rates for equivalent equipment shall apply. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 111. Special Material: Work Item shall be utilized on a case-by-case basis. Defined as the Contractor furnishing material, not included as part of other Work Items, needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

END OF SECTION

Division 4

Specifications

Section 3: General Requirements

3.1 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 pipe and/or structures or CCWA, public and private property. If, in CCWA's opinion, the Contractor's work has caused damage, the Contractor shall repair the damage timely and to the complete satisfaction of CCWA at no additional cost. In the event that funds are expended by CCWA related to these activities the Contractor shall reimburse CCWA for any and all such costs.
- E. 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.
- F. Entrance into any pipe or structure may be considered a Permit-Required Confined Space Entry. The Contractor shall be responsible for preparing and implementing a Confined Space Entry Plan in accordance with the Occupational Safety and Health Administration's (OSHA's) Permit Required Confined Space standard, contained in 29 Code of Federal Regulations (CFR) 1910.146. The CCWA reserves that right to have this document submitted at any time.

3.2 Site Work

- A. Work on a site shall be allowed Monday through Friday from 7:30 am to 6:00 pm; other times may be allowed by CCWA permission only.
- B. The Contractor shall be responsible for locating existing utilities in accordance with state and local regulations.

Division 4

Specifications

Section 3: General Requirements

- C. The Contractor shall complete excavation work utilizing trench shoring devices where applicable.
- D. The CCWA shall provide water as necessary for construction purposes at no expense to the Contractor. The Contractor shall be responsible for transporting water from a CCWA hydrant location to the work site. The excessive use of water shall be prohibited.
- E. 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.
- F. 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.
- G. The work may be accessed on paved surfaces or non-paved surfaces. Contractor shall provide equipment capable of maneuvering all surfaces; this includes all-terrain vehicles. CCWA shall not be responsible for Contractor's equipment that becomes un-maneuverable due to site conditions.
- H. The Contractor shall employ the "best practicable means" to minimize and mitigate noise as well as disturbance resulting from operations. Mitigation 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.
- I. Contractor or any other worker may not establish quarters for the purpose of overnight stay or temporary residency on the work site or other CCWA property.
- J. The Contractor shall maintain the work site in a neat and orderly condition throughout the construction period. Remove and dispose of all construction related debris in accordance with local and state regulations. The burning of materials is not permitted on the work site or other CCWA property. At completion of work, remove temporary facilities, debris and equipment.

3.3 Traffic Control

- A. When required, the Contractor shall provide and maintain traffic control. Prior to work, the Contractor shall prepare and provide the CCWA and/or approving

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- agency a copy of the local/state approved traffic control plan. Traffic safety devices including cones, signs, flashing lights, and other necessary safety equipment must be used to comply with local jurisdiction requirements and standard industry practices. Department of Transportation (D.O.T.) certified Flaggers will be required on D.O.T. controlled roadways.
- B. CCWA operates as an agency within Clayton County and in coordination with other agencies including Clayton County and incorporated cities. The CCWA shall be responsible for coordinating the work in accordance with the requirements of local, state and federal authorities and jurisdictions as required; this includes fire, police, school, traffic, and other public safety authorities.

3.4 Flow Interruption

- A. Flow interruption may be completed using plugging, redirection/cofferdam or bypass pumping methods.
- B. Dumping or free flow of water onto private property, gutters, streets or sidewalks is prohibited. The Contractor shall perform flow interruption in such a manner as not to damage private or public property, or create a nuisance or public menace. After the work is completed, flow shall be returned to the piping and all temporary materials/equipment removed.
- C. When flow interruption of any type is to be utilized, the Contractor shall submit a plan for approval. The plan shall indicate flow interruption method and generally include a map that shows manholes/structures affected; this includes plugging/suction points, flow discharge points, space required for pump(s) set up and route for discharge piping. When applicable, the plan shall indicate pump and piping size; pumping capacity shall be capable of handling peak flows. The Contractor shall assume the pipes flow full and can surcharge to ground level during wet weather conditions. The plan shall include an emergency response plan to be followed in the event of a failure of the system.
- D. When bypass pumping is approved, the Contractor shall furnish, install and maintain pumps, appurtenances, bypass piping and fuel required to maintain existing flows and services. All pumps used shall be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. All pumps used must be capable of running dry. Bypass pumping systems will be

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- equipped to be operated continuously 24 hours per day. No more than two (2) pump discharge hoses shall be used for the bypass/diversion. If the flow exceeds the capacity of 2 hoses, then rigid piping shall be used. The rigid piping shall consist of HDPE or steel pipes with suitably pressure rated couplings to withstand twice the maximum system pressure or 50 psi, whichever is greater. Under no circumstances will aluminum irrigation type piping or glued PVC pipe be allowed. Pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic.
- E. A bypass pumping “drill” shall be performed by the Contractor to demonstrate system readiness if requested by CCWA. The drill shall demonstrate the incorporation of all standby equipment to handle flows when the main pump set is switched off. Provisions to accommodate any of the CCWA’s review comments following the drill shall be adhered to in full at no additional cost.
 - F. The Contractor shall take all necessary steps to eliminate the overflow of sewerage. In the event of an overflow of sewerage the Contractor shall be responsible for cleanup of the area and all other pertinent activities as required by the Georgia Environmental Protection Division (GAEPD). All costs of these restoration/cleanup activities shall be the responsibility of the Contractor. In the event that funds are expended by the CCWA related to these activities the Contractor shall reimburse the CCWA for any and all such costs including but not limited to the costs expended by the CCWA for fines levied by the GAEPD.
 - G. The Contractor shall be responsible for damage to public or private property due to flow interruption. All costs of restoration/cleanup activities shall be the responsibility of the Contractor. In the event that funds are expended by the CCWA related to these activities the Contractor shall reimburse the CCWA for any and all such.
 - H. The Contractor will indemnify and hold harmless the CCWA for any fines or third-party claims for personal or property damage arising from flow interruption that is the responsibility of the Contractor. Should fines subsequently be imposed as a result of any flow interruption for which the Contractor is fully or partially responsible, the Contractor shall pay all such fines and all of the legal, engineering, and administrative costs in defending such fines and claims associated with flow interruption.

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3.5 Material Testing

- A. CCWA will be testing soil fill and backfill for compaction requirements referenced in the Work Items. Soil tested and that does not meet the required percent compaction shall be excavated, replaced and compacted to meet the required percent compaction at the expense of the Contractor.
- B. CCWA will be testing supplied concrete for compressive strength referenced in the Work Items. Concrete tested that does not meet the required compressive strength shall be removed, disposed and replaced to meet the required compressive strength at the expense of the Contractor.

3.6 Acceptance

- A. A CCWA Inspector shall inspect all components of work for compliance with the Contract. The Contractor shall, at all times, permit and facilitate inspection of work by the CCWA. The presence of a CCWA Inspector or other CCWA staff on the site of work shall not be construed to, in any manner, relieve the Contractor of their responsibility for strict compliance with the Contract. The CCWA Inspector shall inform the Contractor when work is deficient from the Contract. Deficiencies shall be addressed in a timely manner as determined by the CCWA Inspector.
- B. Final Acceptance of the work by the CCWA shall be when the Contractor has met all terms and conditions as set forth by the Contract. The date of Final Acceptance shall be no later than the date the CCWA approves the Contractor's final request for payment. Where applicable, Final Acceptance shall be written, signed and dated by the CCWA.

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)