



REQUEST FOR BID

NOVEMBER 2016

VETERANS PARKWAY STORM SEWER REPLACEMENT

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

Bid Opening: Thursday, January 5, 2017 at 10:00 a.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

Non-mandatory pre-bid meeting and site visit: Wednesday, December 14, 2016 at 10:00 a.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260

This procurement has a SLBE bid discount.

Table of Contents

Division 1 General Information

Section 1	Request for Bids	1-1.1
Section 2	General Overview	1-2.1
2.1	Intent and Purpose	1-2.1
2.2	Bid Evaluation	1-2.1
2.3	Addendum.....	1-2.2

Division 2 Bid Requirements

Section 1	Instructions to Bidders	2-1.1
Section 2	Risk Management Requirements	2-2.1
Section 3	Bid Submittals	2-3.1
Section 4	Bid Form	2-4.1
Section 5	Georgia Bid Bond	2-5.1
Section 6	Bidder Qualification Information	2-6.1
Section 7	Contractor Affidavit & Agreement	2-7.1
Section 8	Small Local Business Enterprises (SLBE) – General Information	2-8.1

Division 3 Contract Forms

Section 1	Agreement Form.....	3-1.1
Section 2	Performance Bond	3-2.1
Section 3	Payment Bond	3-3.1
Section 4	Non-Collusion Certificate.....	3-4.1

Division 4 Specifications

Section 1	Work Items and Measurement	4-1.1
1.1	General.....	4-1.1
1.2	Work Items and Measurement.....	4-1.2
Section 2	Material Requirements	4-2.1
2.1	General.....	4-2.1
2.2	Reinforced Concrete Pipe.....	4-2.1
2.3	High Density Polyethylene Pipe and Fitting.....	4-2.2
2.4	Corrugated Metal Pipe.....	4-2.3
2.5	Pavement Striping Paint	4-2.4
2.6	Manhole	4-2.4
2.7	Concrete and Reinforcement.....	4-2.6
2.8	Grout.....	4-2.7
2.9	Brick and Mortar	4-2.7
2.10	Asphalt.....	4-2.8
2.11	Construction Stone	4-2.8

Table of Contents

	2.12	Pipe Collar (Anti Seep)	4-2.9
	2.13	Erosion and Sedimentation Control Materials	4-2.9
Section 3		Construction Standards	4-3.1
	3.1	General Requirements	4-3.1
	3.1.1	Project Submittals	4-3.1
	3.1.2	Construction Schedule	4-3.3
	3.1.3	Differing Subsurface or Physical Conditions	4-3.3
	3.1.4	Weather Delays	4-3.4
	3.1.5	Project Meetings	4-3.5
	3.1.6	Land Disturbance Permits	4-3.6
	3.1.7	Site Access and Work Times	4-3.6
	3.1.8	Site Safety and Precaution	4-3.6
	3.1.9	Construction Facilities and House Keeping	4-3.7
	3.1.10	Temporary Utilities	4-3.8
	3.1.11	Construction Videos and Photographs	4-3.8
	3.1.12	Material Handling and Storage	4-3.9
	3.1.13	Construction Surveying	4-3.10
	3.1.14	Material Testing Services	4-3.10
	3.2	Site Work	4-3.11
	3.2.1	Utilities and Traffic Control	4-3.11
	3.2.2	Clearing and Grubbing	4-3.12
	3.2.3	Topsoil Stockpiling	4-3.13
	3.2.4	Existing Utilities	4-3.13
	3.2.5	Removing Pavement	4-3.13
	3.2.6	Grading	4-3.14
	3.2.7	Erosion Control	4-3.14
	3.2.8	Clean-Up	4-3.14
	3.3	Flow Interruption	4-3.15
	3.4	Dewatering	4-3.16
	3.5	Excavation	4-3.16
	3.5.1	Shoring	4-3.16
	3.5.2	Pit and Trench	4-3.17
	3.5.3	Rock	4-3.18
	3.6	Pipe Work	4-3.18
	3.6.1	Bedding	4-3.18
	3.6.2	Pipe Installation	4-3.19
	3.6.3	Pipe Collar	4-3.20
	3.6.4	Pipe Testing	4-3.20
	3.7	Manhole Work	4-3.21

Table of Contents

3.7.1	New Manhole Installation	4-3.21
3.7.2	Invert Construction	4-3.22
3.7.3	Manhole Testing	4-3.22
3.8	Backfill and Compaction	4-3.23
3.8.1	Backfill	4-3.23
3.8.2	Compaction	4-3.24
3.8.3	Compaction Testing	4-3.24
3.9	Asphalt and Concrete Placement	4-3.25
3.9.1	Asphalt Placement	4-3.25
3.9.2	Concrete Placement	4-3.25
3.9.3	Concrete Testing	4-3.26
3.10	Demolition	4-3.27
3.10.1	Bulkhead	4-3.27
3.10.2	Remove	4-3.27
3.10.3	Grout Fill	4-3.27
3.10.4	Gravel Fill	4-3.28
3.11	Acceptance	4-3.28

Attachments

- A) Interim Waiver and Release Upon Payment
- B) Waiver and Release Upon Final Payment

Addenda

None issued at this time.

Construction Plan

Construction Drawings bound separately. Drawings can be obtained electronically by clicking [here](#).

END OF TABLE OF CONTENTS

Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Veterans Parkway Storm Sewer Replacement**

The Clayton County Water Authority will open sealed bids from licensed contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Thursday, January 5, 2017 at 10:00 a.m. (local time)** for the Veterans Parkway Storm Sewer Replacement project. Any bids received after the specified time will not be considered.

A non-mandatory pre-bid meeting followed by a **mandatory** site visit will be held on **Wednesday, December 14, 2016, at 10:00 a.m. (local time)** at 1600 Battle Creek Road, Morrow, Georgia 30260.

In an effort to promote responsible environmental practices a link to the bid package will be provided via email upon request by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm, or by e-mailing **CCWA_Procurement@ccwa.us**. A hardcopy bid package can also be requested at a cost of \$100.00.

Clayton County Water Authority
By: John Chafin, Chairman

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 with an experienced Contractor to complete the Veterans Parkway Storm Sewer Replacement Project. The purpose of the Project is to install approximately 850 linear feet of new 72-inch stormwater pipe and manholes which will combine the flow and replace two existing parallel 48-inch stormwater pipes. Multiple reconnections of smaller existing stormwater pipes will be required to complete the work. Specifications herein and the Construction Drawings describe the details of the work to be completed.

2.2 Bid Evaluation

A contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the Request for Bid specifications, and will be the most advantageous to the 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.

To be considered responsive to this bid, bidders are required to bid on all work items listed on the "Bid Form", and complete and provide all required bid submittals as listed on the "Bid Submittal Requirements".

The total bid amount will be determined by taking the "unit cost" for each "work item" as shown on the "Bid Form - Pay Item Schedule" times the provided estimated annual quantity for bid evaluation purposes. Where there are discrepancies between the extended bid amounts and the unit costs, the unit costs will govern.

This procurement has a Small Local Business Enterprise (SLBE) bid discount for evaluation purposes only, which means that a 10% discount will be given to CCWA certified SLBE primes (regardless of their location), or to bidders with one or multiple certified SLBE sub-contractors whose utilization represents at least 15% of the total bid amount. SLBE bid discounts will not apply to bidders not meeting the minimum utilization. For more details, please refer to Division 2, Section 8 of this bid package.

Division 1

General Information

Section 2: General Overview

2.3 Addendum

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing either by fax (770-960-5237) or by email to **CCWA_Procurement@ccwa.us** by **10:00 a.m. (local time)** on **Thursday, December 15, 2016**. 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, via email, to ccwa_procurement@ccwa.us no later than five (5) days prior to receipt of bids.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.
3. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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 – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

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 CCWA is requiring a \$5,000,000 Umbrella or Excess Liability Limit for this project.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Bid Submittal Requirements:

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

- A. Bid Form.
- B. Georgia Bid Bond in the amount of five percent (5%) of the total bid amount.
- C. Bidder Qualification Information Form including References.
- D. Georgia Security and Immigration Compliance Act of 2006 form.
- E. Contractor Affidavit and Agreement form.
- F. 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.

- G. SLBE Forms. An indication of "N/A" for "not applicable" must be noted as appropriate.
- H. Addenda (if any).

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 "CCWA").

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Veterans Parkway Storm Sewer Replacement** 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 AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with CCWA 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 coverage.

CONTRACT TIME:

Bidder hereby agrees to commence work within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Bidder to

Division 2

Bid Requirements

Section 4: Bid Form

complete this project shall not exceed eighty four (84) calendar days. The Bidder and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the Work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Bidder agree that as liquidated damages for delay (but not as a penalty), the Bidder shall pay to CCWA, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that any work as described in the Contract Documents remains incomplete and/or not accepted by CCWA.

PAYMENT TERMS:

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

RETAINAGE:

Bidder accepts the provisions in the Agreement Form as to retainage.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

SURETY:

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

BID:

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Pay Item Schedule.

Division 2

Bid Requirements

Section 4: Bid Form – PAY ITEM SCHEDULE

No.	Work Item	Detail	Unit	Estimated Quantity	Unit Cost	Extended Total
1	Mobilization	N/A	LS	1		
2	Silt Fence Installation	N/A	LF	575		
3	Silt Fence Removal	N/A	LF	575		
4	Erosion and Sediment Control Installation	N/A	LS	1		
5	Easement Clearing	N/A	LS	1		
6	Permanent Fence Replacement	N/A	LF	180		
7	Unsuitable Soil Excavation	N/A	CF	5400		
8	Rock Excavation	N/A	CF	1000		
9	Asphalt Placement	N/A	SF	19800		
10	Concrete Placement	N/A	CF	13571		
11	Curb and Gutter Replacement	N/A	LF	570		
12	Pipe Installation	18-inch to 24-inch diameter	LF	108		
13		48-inch diameter	LF	6		
14		72-inch diameter	LF	467		
15	Pipe Collar Installation	N/A	EA	3		
16	Precast Headwall Installation	N/A	LS	1		
17	Precast Manhole Installation	4-foot Diameter	EA	1		
18		7-foot Diameter	EA	1		
19		10-foot Diameter	EA	5		
20	Demolition Bulkhead Installation	N/A	EA	4		
21	Demolition Pipe Grouting	N/A	CF	5760		
22	Demolition Manhole Abandonment	N/A	EA	2		
23	Demolition Pipe Removal	N/A	LF	598		
24	Unforeseen Existing Conditions Allowance	N/A	LS	1	\$ 25,000.00	\$ 25,000.00
TOTAL BID AMOUNT (Add lines 1 – 24 above)						

Submitted by: _____
 Company Name of Bidder

Division 2

Bid Requirements

Section 4: Bid Form

I have read and understand the requirements of this request for bid and agree to provide the required goods and services in accordance with this bid and all attachments, exhibit(s), and drawings.

Submitted by:

(COMPANY NAME OF BIDDER)

By: (OFFICER NAME)

(SIGNATURE)

(TITLE)

(DATE)

(COMPANY ADDRESS)

(CITY, STATE, ZIP CODE)

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

WEBSITE: _____

DATE: _____

UTILITY CONTRACTOR'S
LICENSE NUMBER: _____

END OF SECTION

Division 2

Bid Requirements

Section 5: Georgia Bid Bond

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

herein after called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

_____ in the State of _____

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

_____ DOLLARS (\$ _____)

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid for **Veterans Parkway Storm Sewer Replacement**, and said Bid, by reference thereto, being hereby made a part hereof.

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

Division 2

Bid Requirements

Section 5: Georgia Bid Bond

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

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

Signed and sealed this _____ day of _____, 20__.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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 3 REFERENCES FOR SIMILAR PROJECTS COMPLETED WITHIN THE LAST FIVE (5) YEARS. EACH REFERENCE SHALL INCLUDE THE NAME OF THE AGENCY, THE NAME OF THE PROJECT, DATE OF THE PROJECT, A CURRENT AGENCY CONTACT, AND A CURRENT CONTACT PHONE NUMBER.

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT NAME: _____
PROJECT DATE: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT NAME: _____
PROJECT DATE: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
PROJECT NAME: _____
PROJECT DATE: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

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

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

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

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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 and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

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

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

Division 2 **Bid Requirements**

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

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

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

8.2 SLBE Required Forms

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

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

8.3 SLBE Required Post Award Submittal

The successful Bidder must submit with each pay application Form SLBE-4 – Post-Award Monthly SLBE Report-Bid Discount to report detailed amount paid to SLBE sub-contractor on the contract.

8.4 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. A 10% bid discount will be applied to certified SLBE primes located in any of the 11 counties of Clayton, DeKalb, Fayette, Fulton, Henry, Spalding, Cherokee, Cobb, Douglas, Gwinnett, and Rockdale. The 10% bid discount will also apply to bidders utilizing one or multiple certified SLBE sub-contractors whose utilization represents at **least 15%** of the total bid amount.

Division 2 **Bid Requirements**

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

Examples:

Bidder	Scenario	% SLBE utilization	Bid amount	10% Bid Discount	Bid amount for evaluation
A	<i>Certified SLBE bidder located in Gwinnett County. No subs.</i>	100%	\$100,000	\$10,000	\$ 90,000
B	<i>Bidder using a certified SLBE sub-contractor located in Clayton County.</i>	14%	\$ 95,000	0	\$ 95,000
C	<i>Bidder using a certified SLBE sub-contractor located in Rockdale County.</i>	15%	\$ 95,000	\$9,500	\$ 85,500

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".

Division 2 **Bid Requirements**

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

FORM SLBE-1

COVENANT OF NON-DISCRIMINATION

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

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

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

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

My Commission Expires

[Seal]

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM – BID DISCOUNT

INSTRUCTIONS TO CONTRACTORS

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

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

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

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM

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

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

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

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM – Cont'd

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

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

Bidder's Name: _____ **Project Name:** _____

Signature: _____ **Date:** _____

FORM SLBE-3

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

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

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

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

FORM SLBE-3

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

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

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

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

Total Estimated SLBE Sub-contractor % _____

Bidder's Company Name: _____ **Date:** _____

Bidder's Contact Number: _____ **Project Name:** _____

Signature: _____

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

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

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

GENERAL INFORMATION

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

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

FORM SLBE-4

POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – BID DISCOUNT

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

PRIME SLBE CONTRACTOR? Yes No
 If Yes, insert CCWA SLBE Certification # _____

Check if final payment >>> FINAL PAYMENT

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

TOTAL SLBE EARNINGS TO-DATE: _____

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

SIGNED _____
 CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:
 SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:
 SIGNED _____ TITLE _____

Division 3

Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

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

This Agreement made and entered into this ____ day of _____, 20____, for **Veterans Parkway Storm Sewer Replacement**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "CCWA") and _____ (hereinafter "the Contractor"), witnesseth:

WHEREAS, CCWA 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 CCWA in such quantities as CCWA requires for **Veterans Parkway Storm Sewer Replacement**, as described in the Request for Bid dated November 2016.
2. **COSTS**: CCWA shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated _____, a copy of which is attached and incorporated into this contract. The Contractor shall be paid for items of work as noted in Division 4, Section 1 "Work Items and Measurement".

Once the work commences CCWA shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15th day of the month. Each Application for Payment must be submitted to CCWA on or before the 20th day of each month in such form and manner, and with such supporting data and content as CCWA may require. Per Georgia Code Section 13-10-2, CCWA will withhold a 10% retainage on each and every Application for Payment until such time as the value of the contract (including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to CCWA. If after reaching the 50% completion of the value of the contract, CCWA's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level of 10%. The Contractor may submit a request for release of retainage 30 days after the completion and final acceptance of the Project, and upon receipt of all

Division 3

Contract Forms

Section 1: Agreement Form

necessary documentation including, but not limited to, a final affidavit and release of surety.

3. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed eighty four (84) calendar days. The Contractor and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the Work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to CCWA, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that any work as described in the Contract Documents remains incomplete and/or not accepted by CCWA.
4. **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 CCWA.
5. **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 CCWA, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and shall run to CCWA, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects or nonconformity shall be given by CCWA to the Contractor 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 CCWA concerning latent defects shall exist indefinitely, and shall not be

Division 3

Contract Forms

Section 1: Agreement Form

affected in any way by any terms and conditions of this Agreement, including this clause. CCWA may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to CCWA of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" in the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse CCWA for all costs and expenses incurred by CCWA in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by CCWA to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

6. **INSPECTION:** CCWA shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by CCWA. If any inspection or test is made by CCWA at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. CCWA may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval 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 CCWA's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of

Division 3

Contract Forms

Section 1: Agreement Form

CCWA's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by CCWA to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to CCWA covering the goods furnished hereunder.

7. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by CCWA before receiving any interim or final payment for any services performed.
8. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of CCWA. No assignment or subcontract by the Contractor, including any assignment or subcontract to which CCWA consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
9. **CCWA'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, CCWA may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by CCWA shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

Division 3

Contract Forms

Section 1: Agreement Form

10. **WORK ON CCWA'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter CCWA's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold CCWA harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of CCWA. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At CCWA's request, the Contractor shall furnish to CCWA certificates from the Contractor's insurers showing such coverage in effect and agreeing to give CCWA thirty (30) days prior written notice of cancellation of the coverage.
11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by CCWA's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
 - (a) CCWA may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make

Division 3

Contract Forms

Section 1: Agreement Form

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

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

Division 3

Contract Forms

Section 1: Agreement Form

be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. **TERMINATION FOR CONVENIENCE**: CCWA may at any time by written notice terminate all or any part of this Agreement for CCWA's convenience. If this Agreement is terminated, in whole or in part, for CCWA's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
14. **DISPUTES**: Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with CCWA's direction.
15. **NOTICES**: All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or CCWA, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
16. **ATTORNEYS' FEES**: The Contractor shall pay reasonable attorneys' fees to CCWA should CCWA 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 CCWA.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

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

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____

P. MICHAEL THOMAS

TITLE: GENERAL MANAGER

[Corporate Seal]

ATTEST: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE:

[Corporate Seal]

ATTEST: _____

Corporate Secretary

DATE: _____

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

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 – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

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 CCWA is requiring a \$5,000,000 Umbrella or Excess Liability Limit for this project.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

END OF SECTION

Division 3

Contract Forms

Section 2: Performance Bond

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written
agreement with CCWA, dated _____, which is incorporated herein
by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the
construction of a project known as **Veterans Parkway Storm Sewer Replacement**,
(hereinafter referred to as “the PROJECT”).

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

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

Division 3

Contract Forms

Section 2: Performance Bond

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

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

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 2: Performance Bond

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

(Name of Principal)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(Name of Contractor's Surety)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 3: Payment Bond

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with CCWA, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as **Veterans Parkway Storm Sewer Replacement**, (hereinafter referred to as “the PROJECT”).

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

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

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

Division 3

Contract Forms

Section 3: Payment Bond

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

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

(Name of Principal)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(Name of Contractor's Surety)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Veterans Parkway Storm Sewer Replacement**

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: Work Items and Measurement

1.1 General

- A. This section provides an explanation of the work that is to be completed as part of each Work Item and how the Work Item will be measured for payment.
 - 1. Work Item descriptions incorporate work shown on the Construction Drawings and all related work/specifications referenced in Division 4, Section 3.
 - 2. The Work Items correspond to the Work Items listed on the “Pay Item Schedule” of the Bid Form.
- B. The Contractor shall provide all goods and services, including but not limited to all labor, equipment, tools, materials (unless indicated otherwise as detailed in Division 4, Section 2) and incidental items to complete the Work Items in accordance with the Contract Documents.
- C. 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.
- D. Nothing in this Section shall be construed as providing for additional payment beyond the Work Items. The Contractor shall be paid only for the quantity of a Work Item that is completed and authorized/approved by CCWA. No payment will be made for the completion of excessive quantities of a Work Item as determined by the CCWA.
- E. The CCWA reserves the right to adjust the quantity of a Work Item up or down as necessary to address needs.
- F. CCWA Requested Revisions:
 - 1. The CCWA may at any time request additions, deletions or revisions to the Project. Requests for additions, deletions or revisions shall be made in written form via a Change Order signed by the Contractor and the CCWA Engineer.
 - 2. Should the Change Order request be a work item that is listed and priced on the Bid Form, a cost for the item shall be established using the listed unit price and a quantity mutually agreed upon by the Contractor and CCWA prior to performing the work.

Division 4

Specifications

Section 1: Work Items and Measurement

3. Should the Change Order request be an item not listed on the Bid Form, a cost for the item and a quantity shall be negotiated and mutually agreed upon by the Contractor and CCWA prior to performing the work.
4. Work described by the Change Order shall be completed under the terms of the original Contract, except that any claim for the extension of the time caused thereby shall be approved by the CCWA Engineer at the time of signing such a change order.
5. Work performed by the Contractor that is not required by the Contract Document, Construction Plan or as requested by a Change Order shall not entitle the Contractor to an increase in contract price or an extension of contract time.

1.2 Work Items and Measurement

Work Item 1. Mobilization: Defined as preparatory operations necessary to initiate the work. Preparatory operations shall include providing all required schedules, material submittals and delivering to the site all equipment necessary to begin construction of the project. Mobilization shall not exceed 5% of the total bid amount. The Work Item will be paid on a “lump sum” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 2. Silt Fence Installation: Defined as installing silt fence in accordance with Contract Documents. The Work Item will be paid on a per “linear foot” unit cost of single-row silt fence installed in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 3. Silt Fence Removal: Defined as removing and disposing silt fence and stabilizing any subsequent disturbed soil in accordance with the Contract Documents. The Work Item will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 4. Erosion and Sediment Control Installation: Defined as completing the installation of erosion and sediment control measures throughout the entire width of the construction limits and material staging areas in accordance with the Construction Documents. Construction limits where asphalt and concrete are situated are not eligible for payment. The Work Item will be

Division 4

Specifications

Section 1: Work Items and Measurement

paid on a “lump sum” unit cost of construction limits completed in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 5. Easement Clearing: Defined as completing the clearing and grubbing in the permanent 20-foot easement areas and other areas as necessary within the construction limits and disposal of all debris from the work site in accordance with the Construction Documents. Areas within the construction limits having only mowed grass and asphalt/concrete pavement surfaces shall not be considered for easement clearing. The Work Item will be paid on a “lump sum” unit cost of construction limits cleared in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 6. Permanent Fence Replacement: Defined as the Contractor completing the removal of existing fencing of any type and disposing and providing and installing new fence, posts, gates and accessories in accordance with manufacturer instructions to match the existing fence. The Work Items will be paid on a per “linear foot” unit cost of fencing removed and fence installed in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 7. Unsuitable Soil Excavation: Defined as completing the excavation and disposal of unsuitable soil and replacing excavated volume with suitable soil or stone in accordance with the Contract Documents. The quantity of work completed will be determined by measuring the vertical and horizontal distance of removed material from the planned excavation. The Work Item will be paid on a per “in-place cubic foot” unit cost of material removed in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 8. Rock Excavation: Defined as completing the removal and disposing of rock and replacing quantity of removed rock with suitable soil. The Contractor is responsible for repairs and/or replacement of damaged property(s) resulting from the work. The Work Item will be paid on a per “in-place cubic foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 9. Asphalt Placement: Defined as completing the milling of existing asphalt and placement of new asphalt within the area of the construction limits. . The Work Item will be paid on a per “square foot” unit cost of material installed in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Division 4

Specifications

Section 1: Work Items and Measurement

Work Item 10. Concrete Placement: Defined as completing concrete work of various depths in areas where concrete has been removed or damaged due to construction. The Work Item will be paid on a per “cubic foot” unit cost of concrete installed in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 11. Curb and Gutter Replacement: Defined as completing concrete curb work to replace curb that has been removed or damaged due to construction. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Items 12 - 14. Pipe Installation: Defined as completing all necessary work as described in the Contract Documents and installing steel reinforced concrete pipe, high density polyethylene pipe and corrugated metal pipe of the requested sizes. The work will be measured horizontally from the end of pipe to the end of pipe. The Work Items will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Work Item 15. Pipe Collar Installation: Defined as installing a pipe collar at requested locations. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 16. Precast Headwall Installation: Defined as removing the existing headwall and disposing, and installing a new precast concrete headwall of the size indicated on Construction Drawings. Contractor shall provide and install brick and mortar to seal annular space between headwall and piping. The Work Item will be paid on a “lump sum” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 17 - 19. Precast Manhole Installation: Defined as installing a precast concrete manhole of requested size. Install brick and mortar to seal annular space between manhole and pipe and construct invert. The diameter of a manhole will be determined by measuring the inside diameter. The Work Items will be paid on a per “each” unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

Division 4

Specifications

Section 1: Work Items and Measurement

Work Items 20. Demolition Bulkhead Installation: Defined as completing demolition bulkhead work in accordance with the Contract Documents. Bulkheads will be installed on 48” nominal size corrugated metal pipe. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 21. Demolition Pipe Grouting: Defined as completing demolition pipe grouting work in accordance with the Contract Documents. The Work Item will be paid on a per “cubic foot” unit cost of grout installed in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 22. Demolition Manhole Abandonment: Defined as completing manhole abandonment work in accordance with the Contract Documents. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 23. Demolition Pipe Removal: Defined as completing pipe demolition work in accordance with the Contract Documents. Completing the excavation of soils for the removal of pipe and disposal. Replacing suitable soil in excavations back to existing grades. The Work Item will be paid on a per “linear foot” unit cost in accordance with the Pay Item Schedule and applicable detail as authorized/approved by CCWA.

Work Item 24. Unforeseen Existing Conditions Allowance: The Contractor shall provide additional services only as directed and approved in writing by CCWA as may be required for the Project. This Work Item will only be used when unexpected conditions arise as determined by the CCWA. Payment shall be for all labor, equipment, materials and incidental costs which are necessary to complete the work.

END OF SECTION

Division 4

Specifications

Section 2: Material Requirements

2.1 General

- A. This section describes in general the materials that are to be provided for the work.
- B. The material conformance reference forms a part of the specifications to the extent stated herein and shall be of the latest editions.
- C. All materials provided shall be new and domestically manufactured unless approved otherwise.
- D. An indication is provided in each below section of whether the material is to be provided by the Contractor or provided by CCWA.
- E. Where a material is required and not specifically described below, the material shall be provided by the Contractor.

2.2 Reinforced Concrete Pipe

- A. Material provided by CCWA.
- B. Material conformance reference.
 - 1. ASTM C76: Pipe requirements
 - 2. AASHTO M170: Pipe requirements
 - 3. ASTM C443: Rubber gasket joint
 - 4. AASHTO M198: Rubber gasket joint
- C. Pipe description.
 - 1. Pipe shall be push-on joint, round, Class III with a shell thickness designation "Wall B".
 - 2. Manufacturer shall be listed on the Qualified Products List (QPL-4) by the Office of Material and Research, Georgia Department of Transportation.
 - 3. The following information shall be cast or painted on the interior of each pipe.
 - a) Weight, class or nominal thickness.
 - b) Manufacturer's identifying mark.
 - c) Pipe diameter.

Division 4

Specifications

Section 2: Material Requirements

- d) Stamped with a G.D.T. (Georgia Department of Transportation) or C.P.T. (Certified Pipe/Precast Technician) number.
 - 4. Nominal length per joint of pipe is 8 feet.
 - 5. Plastic / rubber inserts to plug lifting holes as provided by manufacturer.
 - 6. Joint lubricant as provided by manufacturer.
- D. Gasket description.
- 1. Gaskets shall be Type "A" plain rubber suitable for storm water service.

Acceptable Manufacturers

- As Approved.

2.3 High Density Polyethylene Pipe and Fitting

- A. Material provided by CCWA.
- B. Material conformance reference.
- 1. ASTM D3350: Material requirement
 - 2. ASTM D2306: Joint requirement
 - 3. AASHTO M252 – Type S: Joint requirement
 - 4. AASHTO M294 – Type S: Joint requirement
 - 5. ASTM F477: Rubber gasket joint
- C. Pipe and fitting description.
- 1. Pipe shall be push-on, soil tight joint.
 - 2. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle.
 - 3. Pipe configuration shall be of integrally formed smooth waterway with circular cross-section braced circumferentially by circular ribs.
 - 4. Manufacturer shall be listed on the Qualified Products List (QPL-51) by the Office of Material and Research, Georgia Department of Transportation.
 - 5. The following information shall be stamped or painted on each pipe.
 - a) Manufacturer's identifying mark.
 - b) Pipe diameter.

Division 4

Specifications

Section 2: Material Requirements

- c) Pipe must be pre-inspected and stamped, by means of a thermal branding iron on the interior wall of each pipe section with a P.P.T (Plastic Pipe Technician) number.
- 6. Nominal length per joint of pipe is 20 feet.
- 7. Joint lubricant as provided by manufacturer.
- D. Gasket description.
 - 1. Gaskets shall be plain rubber suitable for storm water service.
 - 2. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris.

Acceptable Manufacturers

- As Approved.

2.4 Corrugated Metal Pipe

- A. Material provided by CCWA.
- B. Material conformance reference.
 - 1. ASTM A760: Pipe requirement
 - 2. AASHTO M36: Pipe requirement
 - 3. ASTM A929: Material requirement
 - 4. AASHTO M218: Material Requirement (galvanized)
 - 5. AASHTO M274: Material Requirement (aluminized)
- C. Pipe description.
 - 1. Pipe shall be 16-gauge in thickness, round and manufactured with continuous locked seams.
 - 2. Pipe ends shall be annular corrugated for use with soil tight coupling bands.
 - 3. The following information shall be stamped or painted on each pipe.
 - a) Manufacturer's identifying mark.
 - b) Pipe thickness.
 - c) Weight of coating.
 - 4. Nominal length per joint of pipe is 20 feet.

Division 4

Specifications

Section 2: Material Requirements

Acceptable Manufacturers

- As Approved.

2.5 Pavement Striping Paint

A. Material provided by Contractor.

B. Description.

1. Water-based paint intended for use for pavement application.
2. Paint shall be fast dry, dry to the touch in 5 minutes, ready for traffic in 15 minutes.
3. Color as required to match existing striping.

Acceptable Manufacturers

- As Approved.

2.6 Manhole

A. Material provided by Contractor.

B. Material conformance reference.

1. ASTM C478: Manhole manufacturer/material requirement
2. AASHTO M199: Manhole manufacturer requirement
3. ASTM A615: Steel reinforcement material requirement
4. ASTM D4101: Step coating material requirement
5. Fed. Spec. SS-S-00210: Preformed sealing material requirement
6. ASTM A48: Ring and cover material requirement
7. AASHTO M306-10: Ring and cover material requirement

C. Manhole Description.

1. Manholes shall be cylindrical and constructed of steel reinforced pre-cast concrete.
2. Minimum compressive 28-day strength of concrete in all sections shall be 4,000 psi.

Division 4

Specifications

Section 2: Material Requirements

3. Manholes shall have a minimum inside diameter of four (4) feet or as indicated on the Construction Drawings.
 4. Pre-cast sections shall consist of a base section (base slab monolithically poured with vertical wall), riser section, reducer section (as applicable) and eccentric cone top or flat slab top section. The sections shall form a continuous uniform assembly.
 5. Joints shall be tongue and groove.
 6. Each section shall have not more than two (2) holes for purposes of handling.
 7. Ring and cover shall be integrally cast in the top cone section unless indicated otherwise.
- D. Step Description.
1. Manhole sections of four (4) foot diameter only shall be fitted with polypropylene plastic coated steel steps unless indicated otherwise.
 2. Steps shall be integrally cast into manhole sections.
 3. Steps shall be twelve (12) inches wide and spaced at 1'-0" on center.
- E. Joint Sealant Description.
1. Joints between each section shall be sealed water tight with a preformed semi-solid butyl plastic.
 2. Gasket shall be provided in such size so that when installed, "squeeze out" of the gasket material, can be observed along the entire joint when the joint is completed.
- F. Cast Iron Frame and Cover Description
1. Manhole frame shall provide a nominal opening of twenty-four (24) inches in diameter and be either traffic rated or non-traffic rated.
 2. Frame, cover, grate shall meet load specifications of AASHTO H-20 and H-25.
 3. Manhole cover shall have the word "STORM", cast on top in letters two (2) inches high.
 4. Manhole cover required to be bolt-down shall be secured with not less than four (4) stainless steel bolts as provided by the manufacturer.

Division 4

Specifications

Section 2: Material Requirements

5. Grate and cover shall be nominal twenty-four (24) inches by thirty-six (36) inches and be either traffic rated or non-traffic rated.

Acceptable Manufacturers

- Manhole – As Approved.
- Ring, Frame, Cover – As Approved.

2.7 Concrete and Reinforcement

A. Material provided by Contractor.

B. Material conformance reference.

1. ACI 318: Concrete mix requirement
2. ASTM C150: Portland cement requirement
3. ASTM C33: Aggregate quality requirement
4. ASTM A615: Carbon steel reinforcement bar requirement
5. ASTM A185: Steel welded wire reinforcement requirement

C. Concrete Mix Description.

1. Design mix shall be in accordance with ACI 318, latest revision.
2. Provide readily available commercial mix.
3. 28-Day Strength: 3,000 psi, unless otherwise noted.
4. Type: Normal Weight.
5. Slump Range: 3 inch to 5 inch.
6. Weight: 135 pcf to 160 pcf.
7. Air Content: 5% to 7%.
8. Water-Cement Ratio: 0.45 Maximum.

D. Concrete Materials Description.

1. Portland cement: Type I, natural color. Use only one brand of cement throughout project.
2. Fine Aggregates: Meeting ASTM C33.
3. Coarse Aggregates: Meeting ASTM C33, No. 57 Stone.

Division 4

Specifications

Section 2: Material Requirements

4. Water: Clean, potable and free from deleterious amounts of alkalis, acids and organic matter.
- E. Steel Reinforcement Description.
 1. Reinforcement Bar: No. 4 size, Grade 60.
 2. Welded Wire: 4x4 – W2.1xW2.1 wire mesh.
 3. Tie Wire: 16-1/2 or 16 gauge black soft annealed wire.
 4. Bar supports, chairs and spacers shall comply with the CRSI “Recommended Practice for Placing Reinforcing Bars”.

Acceptable Manufacturer

- As Approved.

2.8 Grout

- A. Material provided by Contractor.
- B. Description.
 1. Minimum 200 psi, cement/sand high-flow mixture, commercial readily available.

Acceptable Manufacturers

- As Approved.

2.9 Brick and Mortar

- A. Material provided by Contractor.
- B. Material conformance reference.
 1. ASTM C32: Brick material requirement
 2. ASTM C270: Mortar material requirement
 3. ASTM C144: Aggregate for masonry requirement

Division 4

Specifications

Section 2: Material Requirements

C. Description.

1. Brick shall be either solid or cored, medium hard or better, Grade SS and SM, plain textured surface for sewer service
2. Mortar shall be comprised of one (1) part Portland cement to two (2) parts clean sand. Mortar shall be Type S.
3. Sand shall conform to ASTM C-144.
4. Water shall be clean, potable and free from deleterious amounts of alkalis, acids and organic matter.

Acceptable Manufacturers

- As Approved.

2.10 Asphalt

A. Material provided by Contractor.

B. Material conformance reference.

1. Georgia Department of Transportation "Asphalt Pavement Selection Guidelines, November 2006".

C. Description.

1. Aggregate shall be Group II.
2. Asphalt cement shall be grade PG64-22, PG67-22 or PG76-22.
3. Hot mix asphalt type shall be Mix Type 9.5, Type I or Type II.

Acceptable Manufacturers

- As Approved.

2.11 Construction Stone

A. Material provided by Contractor.

B. Material conformance reference.

1. ASTM D2321: Material requirements for flexible pipe
2. ASTM D2487: Material designation
3. ASTM C33: Fine and course aggregate requirements

Division 4

Specifications

Section 2: Material Requirements

C. Description.

1. Stone size shall be as indicated on Details or Construction Drawings.
2. Stone shall be Class I embedment or backfill material consisting of manufactured aggregates (crushed stone).
3. Stone shall be clean, tough, uniform quality, durable fragments of crushed rock, free from flat, elongated, soft or disintegrated pieces, or other objectionable matter occurring either free or as coating on stone.

Acceptable Manufacturers

- As Approved.

2.12 Pipe Collar (Anti Seep)

A. Material provided by Contractor.

B. Description.

1. Bentonite-clay coated aggregate.

Acceptable Manufacturers

- Aqua-Blok.
- As Approved.

2.13 Erosion and Sedimentation Control Materials

A. Material provided by Contractor.

B. Description.

1. Materials shall be in accordance with the Manual for Erosion and Sediment Control in Georgia, 2016 Edition.

Acceptable Manufacturers

- As Approved.

END OF SECTION

Division 4

Specifications

Section 3: Construction Standards

3.1 General Requirements

The provided Construction Drawings show the work that is to be completed. Where contradictions arise between the Construction Drawings and the Construction Standards below, the Construction Standards shall govern.

3.1.1 Project Submittals

- A. This section describes the minimum information that is required to be provided by the Contractor upon contract execution to facilitate the work.
 - 1. The Contractor shall schedule and make submissions as to cause no delay in the work and/or Time for Completion of Project.
 - 2. Additional information may be requested as indicated in the Contract Documents.
- B. Material Submittals: 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. Material submittals may be provided via email. Where hard copy submittals are provided, three (3) copies of final approved material data will be required; one (1) copy of approved product material will be returned to the Contractor.
 - 2. Where a material manufacturer is not specified, Contractor shall submit for use domestically manufactured materials.
 - 3. For each material supplied, provide the following minimum information.
 - a) Shop drawings and manufacturer's data showing compliance with Contract Documents.
 - b) Identify any deviation from Contract Documents.
 - c) Resubmission of a submittal shall clearly identify the correction or change made.
 - d) Handling and storage instructions, as applicable.
 - e) Installation instructions, as applicable.
 - f) Manufacturer's Warranty, as applicable.

Division 4

Specifications

Section 3: Construction Standards

4. Submittals shall be sequentially numbered. Resubmission of a submittal shall have the original submittal number with sequential alphabetic suffix. Each submittal or resubmittal shall be provided with the following minimum information:
 - a) Project title.
 - b) Contractor name.
 - c) Submittal number.
 - d) Date of submittal.
 - e) Reference the material to the specific "Material Requirements" section.
 5. Materials provided by the Contractor not approved by the CCWA shall be subject to rejection without further justification.
 6. Upon receipt of a material submittal, the CCWA shall complete its review and return CCWA comments to Contractor within 10 business days.
- C. Submittals to be provided with Mobilization.
1. Initial construction schedule.
 2. Preconstruction video.
 3. Specifications of materials being supplied.
 4. Flow interruption plan.
 5. Dewatering plan.
- D. Submittals to be provided with each Application for Payment.
1. Document(s) to support requested payment. Provide two (2) copies with original signatures.
 2. Applicable Waiver and Release Upon Payment Affidavit. Provide two (2) copies with original signatures.
 3. Updated Construction Schedule.
 4. Construction Photos (10).
 5. Pipe and Manhole Testing Documentation.
 6. SLBE Participation Report (Form SLBE-4).

Division 4

Specifications

Section 3: Construction Standards

3.1.2 Construction Schedule

- A. Contractor shall prepare and submit for CCWA approval a comprehensive construction schedule.
 - 1. The schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
 - 2. The schedule shall use days as a unit of measure.
- B. Show complete sequence of construction and identify work of separate stages and other logically grouped activities and clearly identify critical paths of activities. Include as a minimum:
 - 1. Submittals for early product procurement.
 - 2. Mobilization and other preliminary activities.
 - 3. Site clearing.
 - 4. Pipe and manhole installation work.
 - 5. Pipe and manhole demolition work.
 - 6. Project cleanup and demobilization.
- C. The construction schedule shall be updated and submitted to the CCWA on a monthly basis and include the following as a minimum:
 - 1. Progress of work to within five (5) working days prior to submission.
 - 2. Approved changes in work scope and activities modified since original submission.
 - 3. Delays in submittals, resubmittals, deliveries or work.
 - 4. Other identifiable changes.
 - 5. Revised projections of progress and completion.

3.1.3 Differing Subsurface or Physical Conditions

- A. If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:
 - 1. Is of such a nature as to require a change in the Contract Documents; or

Division 4

Specifications

Section 3: Construction Standards

2. Differs materially from that shown or indicated in the Contract Documents; or
3. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

Then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith except in an emergency, notify CCWA in writing about such condition. Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so by CCWA. In the case of emergency, the Contractor must notify CCWA immediately, not to exceed 12 hours, of becoming aware of the condition.

- B. After receipt of required written notice, the CCWA and Contractor shall promptly review the pertinent condition, determine the necessity of obtaining additional exploration or tests with respect thereto, and determine a mutually accepted course of action.
- C. The contract price or the contract times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor cost of, or time required for, performance of the Work; subject, however, to that the condition meets above Section 3.1.3, Part A

3.1.4 Weather Delays

- A. When no pipe installation work and/or no manhole installation work can be performed on a particular day due to measurable precipitation, freezing temperatures or frozen ground surface conditions, then the Contract is subject to a time extension of one (1) day only. The Contractor cannot charge for labor, equipment or incidental expenses due to a weather delay.
- B. When any pipe installation work and/or manhole installation work is performed on a particular day and measurable precipitation, freezing

Division 4

Specifications

Section 3: Construction Standards

temperatures or frozen ground surface conditions do occur, then the Contract shall not be subject to a time extension.

- C. Weather recording devices shall be situated on the Project site.
- D. Contractor shall deliver a written contract time extension request to CCWA for a weather delay within 24 hours of measuring the weather event. A contract time extension shall not be granted should a written request not be received by CCWA as indicated.

3.1.5 Project Meetings

- A. A preconstruction meeting and construction progress meetings shall be conducted by CCWA and attended by the Contractor.
 - 1. The dates, times and place of meetings shall be mutually agreed upon by both parties.
 - 2. CCWA will document the meetings and distribute meeting minutes.
- B. A preconstruction meeting will be conducted during the period of mobilization and discuss at a minimum the following:
 - 1. Submittals.
 - 2. Initial construction schedule.
 - 3. Site safety and construction facilities.
 - 4. Material handling and storage.
 - 5. Work sequence.
- C. A construction progress meeting will be conducted every two weeks and discuss at a minimum the following:
 - 1. Review work progress to date.
 - 2. Construction schedule updates.
 - 3. Changes in the work.
 - 4. Work sequence.

Should the need not exist for meetings every two weeks, then the progress meetings will be held on a monthly basis.

Division 4

Specifications

Section 3: Construction Standards

3.1.6 Land Disturbance Permits

- A. CCWA shall obtain necessary Land Disturbance Activity (LDA) permits from the local issuing authority and pay associated fees. Contractor shall have a copy of the LDA permit and construction plan stamped approved by the local issuing authority on the job site whenever work is being performed.

3.1.7 Site Access and Work Times

- A. The work requires 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.
- B. The work may be accessed on paved surfaces or non-paved surfaces. Contractor shall provide equipment capable of maneuvering all surfaces. CCWA shall not be responsible for Contractor's equipment that becomes un-maneuverable due to site conditions.
- C. Work on the Project site area shall be allowed five (5) days a week, Monday through Friday, from 7 a.m. to 7 p.m. Other times may be allowed by CCWA permission only.
- D. Contractor shall coordinate work such that adjacent properties always have driveable access onto the properties.

3.1.8 Site Safety and Precaution

- A. Construction shall comply with the Department of Labor, Occupational Safety and Health Administration (OSHA), 29 Code of Federal Regulations Part 1926, latest revision.
- B. The Contractor shall be responsible for preparing and implementing a Confined Space Entry Plan in accordance with 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.

Division 4

Specifications

Section 3: Construction Standards

- C. 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.
- D. 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.
- E. The Contractor shall be responsible for site security. Contractor shall remove as necessary fences and gates and/or other controls to facilitate work. Removed fences shall be reinstalled no later than at the end of that day the fence was removed.
- F. 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.
- G. 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.

3.1.9 Construction Facilities and House Keeping

- A. The Contractor may utilize areas within the "construction limits" designation as shown on the Construction Drawings for Project use.
- B. The Contractor or any other worker may not establish quarters for the purpose of overnight stay or temporary residency on the Project site or other CCWA property.

Division 4

Specifications

Section 3: Construction Standards

- C. 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.
- D. The Contractor shall remove and dispose of papers, plastics, tin cans and general garbage from the site on a daily basis. Keep the Project site clean.
- E. The burning of materials is not permitted on the Project site or other CCWA property.

3.1.10 Temporary Utilities

- A. CCWA shall provide the Contractor a meter/backflow device to collect potable water from a nearby fire hydrant at no cost to the Contractor.
 - 1. The Contractor shall be responsible for and return the meter/backflow device to CCWA in the same condition as received. Should the Contractor damage or lose the meter/backflow device, then the Contractor shall be responsible for compensating CCWA for the damages.
 - 2. The Contractor shall be responsible for moving water to Project site area.
- B. The Contractor shall provide and maintain sanitary sewer facilities for Contractor’s employees, subcontractors and all other on-site employees. Service, clean and maintain facilities and enclosures.
- C. Contractor shall provide any necessary electrical power.

3.1.11 Construction Videos and Photographs

- A. The Contractor shall complete the following videos and provide to CCWA in such file format as required.

Division 4

Specifications

Section 3: Construction Standards

1. A preconstruction video prior to any disturbance of Project site areas documenting preconstruction conditions. The video shall begin at survey station 0+00.
 2. A post construction video upon completion of all work activities of Project site areas documenting completed conditions. The video shall begin at survey station 0+00.
- B. The Contractor shall complete a minimum of 10 photos each month that sufficiently documents work progress and provide to CCWA in such file format as required.

3.1.12 Material Handling and Storage

- A. CCWA intends for the concrete pipe to be delivered to the job site and all other material (supplied by CCWA) to be delivered to the CCWA Warehouse Building "B" located at 7340 Southlake Parkway in Morrow, Clayton County. Material delivered to the Warehouse Building "B" location will require Contractor pickup.
- B. Prior to accepting (unloading) any material on the Project site, the Contractor shall complete a thorough inspection of the material for contract compliance and damages.
1. Once an unloading process has started, the Contractor is responsible for storage and protection of the material until Final Acceptance by CCWA.
 2. Any material found to be out of compliance with contract conditions or damaged shall be immediately reported to CCWA and its manufacturer for further inspection.
 3. Should CCWA agree to accept a material that is out of compliance with contract conditions or damaged, then the Contractor shall not be responsible for the material.
- C. The Contractor shall furnish equipment and facilities for loading, unloading and material distribution.
1. The Contractor shall handle the material in accordance with the manufacturer's instructions.

Division 4

Specifications

Section 3: Construction Standards

2. Piping components shall be stored above ground level and adequately supported on wood blocking or other approved support material.
3. Any material in the possession of the Contractor that is stolen or damaged by impact, vibration, abrasion, discoloration or other damage shall be repaired in accordance to manufacturer instructions or replaced at the discretion of the CCWA at the expense of the Contractor.

3.1.13 Construction Surveying

- A. CCWA shall stake/flag the Construction Limits.
- B. The Contractor shall complete all other surveying/staking needs required to complete the work. Contractor shall immediately notify the CCWA of any error or concern the Contractor may have with regards to the survey work.
- C. CCWA may perform periodic checks of the Contractor's survey work to verify accuracy. The Contractor shall facilitate CCWA's work.

3.1.14 Material Testing Services

- A. CCWA shall contract with a materials testing laboratory and provide soil compaction and concrete strength material testing services.
 1. Testing shall be performed at intervals selected by CCWA.
 2. The Contractor shall cooperate and facilitate material testing services' work.
- B. Testing and reporting shall be performed in accordance with applicable ASTM standards.
 1. Testing services shall promptly notify CCWA of irregularities or deficiencies in the work.
 2. Testing services shall provide CCWA and the Contractor copies of field reports and test results.

Division 4

Specifications

Section 3: Construction Standards

- C. The testing of pipe and manhole components is described in later sections and is not included as part of CCWA's provided material testing services.

3.2 Site Work

3.2.1 Utilities and Traffic Control

- A. Display permits and contact respective agencies as required by applicable permit conditions.
- B. Locate existing utilities in accordance with state and local regulations.
- C. Prior to commencing any on-site work, establish perimeter erosion control measures, orange safety fencing and construction exits as indicated on the Construction Drawings.
- D. Prior to commencing any other job site activity, installed erosion control measures shall be inspected and approved by CCTD.
- E. Provide and maintain a safe work site. Contractor should assume that traffic control is required for all work.
 - 1. Provide to CCWA a traffic control plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest revisions, when any work is being performed in the road right of way.
 - a) Contractor shall provide traffic control plan to CCWA a minimum of five (5) business days in advance of the start of work.
 - 2. Provide traffic safety devices including cones, signs, flashing lights, and other necessary safety equipment necessary to comply with local jurisdiction requirements and standard industry practices.
 - a) A minimum of two Department of Transportation (D.O.T.) certified Flagger shall be required when directing traffic and/or closing any lane or road.
 - 3. CCWA will submit to the local agency for approval and maintain the approved permit.

Division 4

Specifications

Section 3: Construction Standards

3.2.2 Clearing and Grubbing

- A. Construction Limits shall be staked/flagged in advance of the Contractor's work. Contractor shall not remove stakes or clear those flagged trees/brush.
- B. Area within the permanent easement, road right-of-way or 20-foot width centered over the pipe shall be cleared of all trees, stumps, other limbs affecting the work area, buried logs, brush, grass and other unsatisfactory debris unless indicated otherwise. Contractor should assume that all work will require clearing.
- C. Areas outside the permanent easement but within the construction limits may be cleared at the Contractor's discretion.
- D. Trees to remain in or near work area shall be protected from clearing activities. Should trees left remaining in the construction limits at the discretion of the Contractor subsequently die during the warranty period, then the Contractor shall be responsible for their removal and disposal and any related restoration work.
- E. All damaged trees over three (3) inches in diameter shall be repaired by an experienced nursery expert.
- F. Tap roots and other projections exceeding 1-inch in diameter shall be grubbed out to a depth of at least 18 inches.
- G. All holes remaining after grubbing activities shall be filled with suitable material and properly compacted in layers to density required for in-place backfill.
- H. All materials cleared and grubbed shall be disposed of off-site in accordance with applicable local, state and federal regulations.
- I. Burning of any material or debris shall not be permitted.
- J. Prior to and upon completion of clearing and grubbing activities, install erosion control measures as identified on the construction drawings.

Division 4

Specifications

Section 3: Construction Standards

3.2.3 Topsoil Stockpiling

- A. Remove topsoil to full depth encountered in areas to be graded and stockpile soil.
- B. Soil shall be placed such that the integrity of an excavation or proposed excavation is not jeopardized.
- C. Stockpile shall be shaped to drain and install appropriate erosion control measures.

3.2.4 Existing Utilities

Remove and subsequently replace at same grade and elevation existing utility pipes and associated components.

3.2.5 Removing Pavement

- A. Roadway pavement shall be removed over the areas of excavation and the remainder of pavement milled to a depth of 1-1/2 inch for the entire lane width or as indicated on the Construction Drawings. Removal of roadway pavement shall be performed so as not to endanger roadway activity. Work shall be coordinated and in compliance with the appropriate road and highway agencies.
- B. Concrete pavement shall be removed for a width needed to complete the work.
- C. Sidewalks shall be removed to their full width from the edge of curb, road pavement or construction/control joint to the nearest adjacent construction/control joint.
- D. Curbs shall be removed for the entire length from control joint to control joint.
- E. Pavement shall be marked squarely and neatly to size as indicated on Construction Drawings.
- F. Pavement shall be scored and broke along the marked lines using a rotary saw and jackhammer. Pavement shall not be machine pulled for initial brake.

Division 4

Specifications

Section 3: Construction Standards

- G. Adjacent pavement damaged during construction shall be removed as described above and replaced in accordance with the Construction Drawings at the expense of the Contractor.
- H. Upon removal, asphalt and concrete shall be loaded and disposed of off-site the same day of removal.

3.2.6 Grading

- A. Finish grade areas to lines and elevations indicated as existing grades on drawings or to surrounding surface grades.
- B. Graded areas shall be within 0.10 foot of required subgrade elevation and shall not permit the ponding of water.
- C. In areas to receive grassing, redistribute stockpiled topsoil over graded areas to a minimum depth of four (4) inches. Provide additional topsoil to achieve required depth.
- D. Where finish grade meets or abuts curbs, walks or pavement, uphill grades shall be slightly higher than curb or pavement to permit drainage.
- E. In yard, right-of-way and mowed areas, remove rocks and dirt clods $\frac{3}{4}$ -inch in size and larger.
- F. Excess soil, rock and debris shall be removed from the project site.

3.2.7 Erosion Control

- A. Stabilize Project site areas in accordance with the erosion control plans and details and the "Manual for Erosion and Sediment Control in Georgia", latest edition.

3.2.8 Clean-Up

- A. Upon completion of each days work, broom sweep/pressure wash as necessary any dirt/mud/debris from side walk, curb and pavement surfaces and dispose.

Division 4

Specifications

Section 3: Construction Standards

- B. Upon site being stabilized with vegetation, all erosion control measures and any remaining debris (i.e. silt fence, stakes, hay bales) shall be removed from site areas.

3.3 Flow Interruption

- A. Flow interruption may be completed using bypass pumping methods.
- B. 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 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. 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.
- C. Furnish, install and maintain redundant pumps, automated emergency call services, 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 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. Install traffic rated hose/ramp assemblies where discharge crosses paved surfaces. 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.
- D. 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

Division 4

Specifications

Section 3: Construction Standards

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.

- E. 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.
- F. 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.

3.4 Dewatering

- A. Provide dewatering systems as necessary to maintain excavations dry at all times during construction.
- B. Water withdrawn from excavations or dewatering systems shall be filtered using containerized sedimentation systems, filter bags and/or filter tubes.
- C. Filtered water shall be discharged into the nearest storm water structure or channel.
- D. Install appropriate erosion control measures as may be necessary.
- E. Sediment collected within the systems shall be disposed of offsite.

3.5 Excavation

3.5.1 Shoring

- A. The Contractor shall assume the responsibility for design and construction of excavation shoring and bracing capable of supporting excavations and construction loads.

Division 4

Specifications

Section 3: Construction Standards

1. Where depths require, provide shore design and details stamped and sealed by a Professional Engineer Licensed in the State of Georgia for CCWA review.
- B. Use trench boxes where ever possible to prevent the weakening of surrounding soils.
- C. Use trench boxes when digging next and near power/utility poles.

3.5.2 Pit and Trench

- A. Excavation shall include those measures necessary to establish trench widths and grades as indicated on the Construction Drawings.
 1. Excavation shall include removal and disposal off-site of all pipe and manhole materials encountered in the proposed locations of new pipe and manholes.
 2. Excavation should be completed to natural undisturbed soil. Where unsuitable material is encountered, over excavate through unsuitable material and backfill to required grade with Surge Stone or No. 57 stone. The CCWA Inspector shall determine depth of over excavation.
- B. Excavated soil shall be placed in a location such that the integrity of the excavation is not jeopardized.
- C. The excavation shall provide space for inspection of utilities and appurtenances.
- D. Maintain excavations dry at all times using pumps, well points or other dewatering means.
- E. When laying pipe, limit trenching to not greater than 100 feet ahead of completely backfilled work.
- F. Open excavations shall be made safe at all times. Install temporary fence (8-feet in height) around any open excavation at the end of each work day to provide precautionary measures for the protection of persons or property.

Division 4

Specifications

Section 3: Construction Standards

3.5.3 Rock

- A. Rock is defined as removing and disposing of solid material being greater than one (1) cubic yard in size which by actual demonstration cannot, in the opinion of the CCWA Engineer, be reasonably excavated with a minimum 135 horsepower excavator, in good condition and equipped with manufacturer's standard boom and rock points or similar approved equipment; and which must be systematically drilled and blasted or broken by power-operated hammer, hydraulic rock breaker or expansive compounds.
- B. Excavation shall include those measures necessary to establish grades indicated on drawings for utilities and appurtenances. Rock shall be excavated to a minimum depth of six (6) inches below grades indicated on drawings.
- C. The Contractor shall be responsible for determining methods required for removal of rock or hard materials (i.e. systematically drilled and blasted or broken by power-operated hammer, hydraulic rock breaker or expansive compounds).
- D. A licensed explosive contractor shall perform blasting operations.
- E. Blasting operations shall be conducted in accordance with all local, state and federal regulations. The Contractor is responsible for repairs and/or replacement of damaged property(s) resulting from the work.
- F. Excavated rock shall not be used as backfill in excavations. Contractor shall replace volume of excavated rock with suitable soil.

3.6 Pipe Work

3.6.1 Bedding

- A. Pipe bed shall be established to elevations and grade as shown on the Construction Drawings or to match a requested condition.
- B. Pipe bed material and depth shall be as indicated on the Construction Drawings. Stone shall be shovel sliced from beneath

Division 4

Specifications

Section 3: Construction Standards

the pipe up to one-third (1/3) the pipe diameter. The entire length of barrel shall be fully supported with stone.

- C. When installing pipe in areas of excavated rock, pipe shall be placed on a bed of stone, minimum six (6) inches in depth.
- D. Soil determined to be unsuitable by the CCWA Inspector shall be removed to a determined depth and replaced with stone to desired grade.

3.6.2 Pipe Installation

- A. Comply with manufacturer's installation instructions.
- B. Install pipe of material type and size as indicated in the Contract Documents.
- C. Prior to placement, the interior of pipes and fittings shall be cleaned free of dirt and debris.
- D. Pipe, fittings and accessories shall not be laid or jointed in water.
- E. Pipe, fittings and accessories shall be handled and lowered into their respective positions using choker straps.
- F. A slight hole shall be dug where pipes are to be jointed to relieve pipe bell of any load. Pipe barrel shall be supported for its entire length.
- G. Install compression type full-face gasket coupling or solid sleeve style coupling on pipe to ensure proper joint sealing. The pipe mating ends and coupling shall be thoroughly cleaned and soaped before jointing. The mating ends shall be aligned in accordance with the manufacturer's tolerance and carefully shoved together using a steady force.
- H. Prior to joining consecutive pipe, backfill previously jointed pipe with sufficient material to prevent movement.
- I. Backfill pipe trench to the required grade in accordance with backfill and compaction requirements.

Division 4

Specifications

Section 3: Construction Standards

- J. New pipe and existing pipe shall be cut to lengths as required in accordance with manufacturer instructions using a rotary-type saw. Prepare cut ends in accordance with manufacturer instructions.
- K. When installing a pipe into a manhole or box structure, pipe end shall not extend greater than 12-inches beyond the inside face of the structure as measured at the 3 or 9 o'clock position.
- L. When installing a pipe into a headwall, pipe end shall be flush with the outlet face of the structure.
- M. Pipe shall not be placed in service until all testing has been accepted by CCWA.
- N. Pipe not laid to the requested grade/alignment shall be removed and subsequently laid to the requested grade/alignment and the expense of the contractor.

3.6.3 Pipe Collar

- A. Install pipe collars of size and at locations as shown on Construction Drawings.
- B. Construct wood forms or select other means to form collars.
- C. Place in such manner that subsequent construction activities do not damage collar.

3.6.4 Pipe Testing

- A. Testing shall be performed when backfill to finished grade and compaction are complete and dewatering has been discontinued for a minimum 24 hour period at the location of the test.
 - 1. All pipe installed shall be tested as indicated below.
 - 2. Contractor shall document all testing in such manner as necessary to show completion of the work.
 - 3. A CCWA Inspector must be present and witness any type of testing for acceptance.

Division 4

Specifications

Section 3: Construction Standards

4. Any pipe not passing required testing shall be replaced or repaired at the Contractor's expense.
- B. Televising Testing: All pipe shall be televised to ensure integrity and document installed condition. Pipe shall be free of dirt and debris prior to televising. A video recording in general compliance with ASTM and National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards shall be completed through the pipe from manhole to manhole to show completed work. A video recording of each segment laid shall be provided to CCWA.

3.7 Manhole Work

3.7.1 New Manhole Installation

- A. Install manholes of required sizes and at locations and elevations as shown on Construction Drawings. Manholes shall be set atop stone as indicated on the Construction Drawings.
- B. The bed shall be prepared so that the manhole is set level.
- C. Manhole sections shall be handled with lifting straps or hooked cables using a minimum of two (2) of the manufactured manhole lifting holes.
- D. Manhole sections shall be positioned such that influent and effluent piping enter the center of their respective opening. Pipe shall not rest on invert of opening.
- E. Manhole sections shall be stacked level and plumb at all times.
- F. Prior to joining consecutive sections, tongue-and-grooved ends shall be cleaned free of dirt and debris.
- G. Tongue-and-grooved ends shall be fitted with preformed gasket sealing compound. Sealing compound shall be installed in such manner that when consecutive sections are stacked, sealing compound can be visually observed "squeezing out" from all sections of the joint.

Division 4

Specifications

Section 3: Construction Standards

- H. Manhole lifting holes shall be plugged with rubber stoppers or sealed using non-shrink grout throughout the entire depth of hole.
- I. Seal annulus between pipe and core opening using brick and mortar accordance with the manufacturer's instructions.
- J. Manholes may not be placed in service until all testing has been accepted by CCWA.
- K. Manholes not set to the requested grade/alignment shall be removed and subsequently set to the requested grade/alignment and the expense of the contractor.

3.7.2 Invert Construction

- A. Clean new and existing manhole base free of dirt and debris before constructing invert.
- B. Construct "U-shape" style smooth invert from brick and mortar or cast-in-place concrete to size and elevation as shown on the Construction Drawings and as necessary to direct flow.
- C. Special care shall be taken such that the finished invert does not touch any pipe material.
- D. Invert construction shall have sufficient time to cure as not to be affected by in-service conditions.

3.7.3 Manhole Testing

- A. Testing shall be performed when backfill to finished grade and compaction are complete and dewatering has been discontinued for a minimum 24 hour period at the location of the test.
 - 1. Every newly installed manhole shall be tested.
 - 2. Contractor shall document all testing in such manner as necessary to show completion of the work.
 - 3. A CCWA Inspector must be present and witness any type of testing for acceptance.

Division 4

Specifications

Section 3: Construction Standards

4. Any manhole not passing required testing shall be replaced or repaired at the Contractor's expense.
- B. Visual Water Infiltration Testing: Manhole testing shall be performed by visually observing for water infiltration at all manhole sections, at all pipe / rubber boot seal connections, at all manhole / rubber boot seal connections. Test shall be considered acceptable when no water infiltration is observed at any described observation points.

3.8 Backfill and Compaction

3.8.1 Backfill

- A. Excavations shall be backfilled using suitable material in accordance with the Construction Drawings or applicable Details.
- B. Place no backfill until any poured concrete has sufficient compressive strength.
- C. Place backfill against below grade walls (i.e. manhole sections) in uniform level lifts to prevent wedging action.
- D. When backfilling areas to be paved, the final 6 inches is to be filled with graded aggregate base. Prior to paving, remove required aggregate and dispose.
- E. Backfill shall not be placed on surfaces that are saturated, frozen or containing frost or ice.
- F. Place backfill in excavations as follows.
 1. Backfill in loose lifts not exceeding 6 inches when compacting using manual tamping devices (jumping jack).
 2. Backfill in loose lifts not exceeding 12 inches when compacting using vibrating/ramming devices (sheep-foot vibratory roller).
- G. Any settlement shall be filled and compacted to conform with adjacent surfaces.

Division 4

Specifications

Section 3: Construction Standards

3.8.2 Compaction

- A. Backfill shall be compacted using manual tamping devices or vibrating/ramming devices.
- B. Use manual tamping devices to compact soil as follows, otherwise use vibratory devices.
 - 1. When area is inaccessible to vibrating devices and within 2 feet of below grade walls (includes manholes).
 - 2. From bottom of pipe trench to twelve (12) inches above the top of pipe.
- C. Compaction requirements are as follows.
 - 1. Backfill in road right-of-way or under any pavement shall be compacted the entire depth to a minimum of 95% of the maximum dry density as determined by a Standard Proctor Analysis.
 - 2. Backfill not described above shall be compacted for the entire depth to a minimum of 90% of the maximum dry density as determined by a Standard Proctor Analysis.

3.8.3 Compaction Testing

- A. Samples from the proposed construction area shall be analyzed for maximum dry density in accordance with ASTM 698 – Method C or applicable GDOT standard.
- B. The extent of testing required shall be dependent upon soil conditions, Contractor's methods of construction and regulatory requirements.
- C. Minimum compaction testing shall be as follows.
 - 1. Backfill in excavations shall be tested at 2-foot lift intervals per 1,000 square feet of fill or as deemed necessary by the CCWA Inspector.

Division 4

Specifications

Section 3: Construction Standards

2. Backfill in trench excavations shall be tested at 2-foot intervals per 400 linear feet of fill or as deemed necessary by the CCWA Inspector.

3.9 Asphalt and Concrete Placement

3.9.1 Asphalt Placement

- A. Compact existing base and/or add and compact necessary aggregate base/concrete material in accordance with the Construction Drawings.
- B. Cut edges of existing asphalt neat and square.
- C. Apply prime / tack coat as necessary to facilitate asphalt placement.
- D. Install asphalt using mechanical spreader machine and compact to thicknesses as shown on the Construction Drawings or to thickness to match existing asphalt.
- E. Install within thickness layers as described in Table 3 of Georgia DOT document "Asphalt Pavement Selection Guidelines", November 2006.

3.9.2 Concrete Placement

- A. Construct formwork to lines and elevations as shown on Construction Drawings.
- B. Clean forms of dirt and debris prior to each use.
- C. Install steel reinforcement and/or wire, support on chairs and secure to prevent movement.
- D. Concrete shall not be placed on loose, saturated or frozen soil.
- E. Concrete shall be placed only when ambient temperature is at 40° F and rising.
- F. Place concrete to thicknesses as shown on the Construction Drawings or to thickness to match existing concrete using suitable

Division 4

Specifications

Section 3: Construction Standards

means and consolidate concrete with vibrator of suitable vibrations per minute.

- G. Screed slabs / curbs by use of straight edge or screed board.
- H. Saw control joints as soon as concrete can be traveled by foot without leaving impressions.
 - 1. Control joints shall be installed at interval spacing of 1-1/2 times slab width or at a maximum spacing of 10 feet, whichever is closer.
 - 2. Saw joint depth shall be ¼ of the slab depth.
- I. Concrete shall be finished with a slight broom finish perpendicular to the travel path.
- J. Begin curing after placement and finishing of concrete as soon as free water has disappeared from concrete surface.
 - 1. Curing methods shall be by the continuous application of water for 72 hours or by applying a liquid membrane forming curing-sealing compound to the fresh concrete surface.
- K. Removal of formwork shall take place no sooner than 24 hours after placement of concrete.

3.9.3 Concrete Testing

- A. Concrete from each truck shall be subjected to a slump test in accordance with ASTM C172 and C143.
 - 1. Concrete arriving on the Project site and not exhibiting the required slump may be rejected at the discretion of the CCWA inspector.
- B. Concrete shall be laboratory tested for compressive strength at the discretion of the CCWA Inspector.
 - 1. Samples shall be collected in accordance with ASTM C172 and ASTM C31.
 - 2. Samples shall be tested for compressive strength in accordance with ASTM C39.

Division 4

Specifications

Section 3: Construction Standards

3. Concrete placed not meeting the required compressive strength shall be subject to rejection and removal at the discretion of the CCWA inspector.

3.10 Demolition

3.10.1 Bulkhead

- A. Install bulkheads at locations shown on the Construction Drawings or at requested locations.
- B. Plug with grout abandoned services and any pipe at Service Re-Connects as may be required as shown on the Construction Drawings.
- C. Cut existing pipe in such manner that provides for installation.
- D. Remove and dispose debris and provide suitable work area.
- E. Construct bulkhead across entire pipe opening using brick and mortar, minimum eight (8) inches in depth.

3.10.2 Remove

- A. Remove pipe, manholes and structures completely from the ground at locations shown on the Construction Drawings or at requested locations.
- B. Cut existing pipe, manholes and structures in such manner that provides for removal.
- C. Remove debris and dispose off-site in accordance with local/state regulations.
- D. Place suitable soil and compact in accordance with backfill and compaction requirements.

3.10.3 Grout Fill

- A. Grout fill pipe at locations shown on the Construction Drawings or at requested locations.

Division 4

Specifications

Section 3: Construction Standards

- B. Drill holes through soil, asphalt or concrete down to and into the existing pipe at such intervals to ensure complete grout fill of pipe.
- C. Install steel pipes into drilled holes, extending into pipe to be filled.
- D. Pump high flow grout into steel pipe until grout is observed coming from adjacent steel pipe.
- E. Due to the results of the initial grouting, additional drill holes may need to be installed between the first injection points to allow for additional grouting to fill the void.
- F. Upon completion of grouting, remove steel pipe or cut steel pipe a minimum of six (6) inches below surface grade. Finish at grade with a minimum six (6) depth of concrete.

3.10.4 Gravel Fill

- A. Gravel fill manholes at locations shown on the Construction Drawings or at requested locations.
- B. Remove manhole cone and sections to a minimum of three (3) feet below finished surface grade.
- C. Place No. 57 stone into manhole from invert to top of remaining section.
- D. Place suitable soil and compact soil from top of remaining section to finish surface grade in accordance with backfill and compaction requirements.

3.11 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.

Division 4

Specifications

Section 3: Construction Standards

- 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**

INTERIM WAIVER AND RELEASE UPON 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 located in the City of _____, County of _____, and 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 it has upon the foregoing described property through the date signed below and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

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.

_____(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)

**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.

SIGNATURES ON NEXT PAGE

_____ (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)

Construction Plan

Construction Drawings bound separately.

Drawings can be obtained electronically by clicking [here](#).