



REQUEST FOR BID

WILLIAM J. HOOPER UPPER CHANNEL DREDGING

Bid Number 2017-WP-02

December 2016

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

**Bid Opening: Wednesday, February 1, 2017 at 10:00 a.m. (local time)
1600 Battle Creek Road, Morrow, Georgia 30260**

**Non-Mandatory
Pre-Bid Meeting
and Site Visit: Tuesday, January 17, 2017 at 10:00 a.m. (local time)
70 Oakdale Drive, Stockbridge, Georgia 30281**

This bid has a SLBE BID DISCOUNT

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None issued at this time.

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **William J. Hooper Upper Channel Dredging**

The Clayton County Water Authority will open sealed bids from contractors at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Wednesday, February 1, 2017 at 10:00 a.m. (local time)** for the William J. Hooper Upper Channel Dredging project. Any bids received after the specified time will not be considered.

A Non-Mandatory pre-bid meeting followed by a non-mandatory site visit will be held on **Tuesday, January 17, 2017 at 10:00 a.m. (local time)** at the William J. Hooper Water Production Plant, located at 70 Oakdale Drive, Stockbridge, Georgia 30281.

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

A hardcopy bid package can also be requested at a cost of \$25.

Clayton County Water Authority

By: John Chafin, Chairperson

Division 1

General Information

Section 2: General Overview

2.1 Intent and Purpose

As a part of the Clayton County Water Authority's (CCWA) ongoing maintenance of its raw water reservoirs, CCWA plans to dredge accumulated sediment from upper channel of the William J. Hooper Reservoir, located at 70 Oakdale Drive in Stockbridge, Henry County, Georgia. (See Figure 1: Project Location Map).

The work will be completed by an experienced, qualified, licensed Contractor. The work generally includes the major items as noted:

1. Installing sediment control measures;
2. Removing a maximum of 17,000 cubic yards of accumulated sediment from the channel and depositing it on adjacent CCWA property, in a manner that allows for the sediment to dewater, and from re-entering the channel or other adjacent water bodies;
3. Site cleanup and remediation.

2.2 Bid Evaluation

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

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 submit questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing via email at **(CCWA_Procurement@ccwa.us)** by **Friday, January 20, 2017 at 10:00 a.m. (local time)**. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

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

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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

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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 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

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Section 1: Instructions to Bidders

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.
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

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Section 1: Instructions to Bidders

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 amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be

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Section 1: Instructions to Bidders

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. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.
35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local

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Section 1: Instructions to Bidders

Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:
<http://www.dot.ga.gov/PS/Business/DBE>.

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

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Bid Requirements

Section 2: Risk Management Requirements

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

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Bid Requirements

Section 3: Bid Submittals

3.1 Required Bid Submittals:

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

- A. Bid Form, Division 2, Section 4.
- B. Georgia Bid Bond.
- C. Bidder Qualification Information, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive.
- 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.

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. Addenda (if any issued).

END OF SECTION

Division 2 **Bid Requirements**

Section 4: Bid Form

Bid of _____

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for
William J. Hooper Upper Channel Dredging 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 coverages.

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Bid Requirements

Section 4: Bid Form

CONTRACT TIME:

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 ninety (90) calendar days. The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages the amount of \$250.00 per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

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.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

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Section 4: Bid Form

BID:

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

NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	EXTENDED AMOUNT
1	Mobilization *	1	LS	N/A	\$
2	Sediment Dredging and Dewatering **	18,700	CU. YDS.		\$
3	Site Restoration and Demobilization	1	LS	N/A	\$
TOTAL BID AMOUNT (Add Extended Amounts of Items 1 through 3)					\$

* Mobilization shall not exceed 5% of the total bid amount.

** The quantity shown includes our project estimate of 17,000 cubic yards, plus an additional 10% overage (or 1,700 cubic yards); CCWA however guarantees no minimum quantities and additionally reserves the right to purchase more or less at the unit price, based on actual need.

Submitted by: _____
 Company Name of Bidder

Is the Bidder a CCWA certified SLBE? YES NO

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Section 4: Bid Form

Submitted by:

(NAME OF BIDDER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

(SEAL)
(ATTEST)

(ADDRESS)

(PHONE NUMBER)

(FAX NUMBER)

(LICENSE NUMBER) (if applicable)

(E-MAIL ADDRESS)

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 **William J. Hooper Upper Channel Dredging**, 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: **William J. Hooper Upper Channel Dredging**.

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

LIST AT LEAST THREE (3) SIMILAR PROJECTS THAT HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS, EXCLUDING CCWA.

OWNER: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

PROJECT DESCRIPTION: _____

DATE COMPLETED: _____

OWNER: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

PROJECT DESCRIPTION: _____

DATE COMPLETED: _____

OWNER: _____

CONTACT NAME: _____

PHONE NUMBER: _____

ADDRESS: _____

PROJECT DESCRIPTION: _____

DATE COMPLETED: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit & Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

Contractor

Authorized Signature:

Name:

Title:

Date:

Division 2

Bid Requirements

Section 7: Contractor Affidavit & Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program* User Identification Number
Enter four to 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 & 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 Post Award Submittal

The following form must be provided post award, with each pay application:

- A) SLBE-4 – Post-Award–SLBE Participation Report–Bid Discount: Report detailing SLBE earnings.

8.3 Overview of Bid Discount

Bid discounts are incentives that allow an original bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsive bidder, while the original bid amount will be the basis for the contract award. SLBE Bid Discounts will be applied to certified SLBE prime bidders only, and will range between 5% and 10% depending on the bidders' location. *SLBE discounts will be offered to bidders only, not for use of any SLBE certified sub-contractors.*

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

The calculation of SLBE bid discounts shall be as follows:

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

- 10 percent for SLBE's in Clayton County.
- 7.5 percent for SLBE's within the next surrounding 5 counties (DeKalb, Fayette, Fulton, Henry and Spalding).
- 5 percent for SLBE's for the 5 outer counties (Cherokee, Cobb, Douglas, Gwinnett and Rockdale).

Division 2 **Bid Requirements**

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

- (1) Discounts are given to Bidders who are SLBE Primes only (*not for use of any SLBE certified sub-contractors*).
- (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

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

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 **William J. Hooper Upper Channel Dredging**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

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

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES**: The Contractor shall provide the goods and services to the Authority in such quantities as the Authority requires for **William J. Hooper Upper Channel Dredging**, as described in the Request for Bid dated December 2016.
2. **COSTS**: The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated _____, a copy of which is attached and incorporated into this contract. The Contractor shall be paid for items of work as noted:

Lump Sum Work and Unit Price Work

Payment for Lump Sum and Unit Price work shall cover all work specified or shown in the Contract Documents and shall be compensation in full for furnishing all supervision, labor, equipment and materials to complete the work.

Full payment for services rendered shall be made following the completion of all work by Contractor. Up to one (1) interim progress payment will be considered upon request by Contractor, and will be based on interim profile measurements performed by CCWA.

Payment requests shall include a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" with all progress payment requests, and an "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" with final payment request. These forms can be provided by CCWA, upon request.

Division 3

Contract Forms

Section 1: Agreement Form

Once the work commences, the Authority shall make progress payments to the Contractor on a monthly basis. Payment request for work performed through the **15th day of each month** must be submitted to Owner by the **20th day of each month**. The Owner will make payment to the Contractor within 30 days after receipt of request for payment by the Owner.

Per Georgia Code Section 13-10-2, Authority 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 the Authority. If after reaching the 50% completion of the value of the contract, the Authority's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level of 10%. The Contractor may submit a request for release of retainage 30 days after the completion and final acceptance of the Project, and upon receipt of all necessary documentation including, but not limited to, a final affidavit and release of surety.

Payment for work completed will be processed upon submission of an Invoice and Affidavit of Completion by the Contractor. The invoice will be verified by the Authority representative, and any changes/corrections to the invoice will require the contractor to correct and re-submit the invoice.

The Contractor must submit a completed and signed Form SLBE-4 (Monthly SLBE Participation Report) to the Authority with each pay application. The Authority shall pay the Contractor net 30 days upon receipt of the invoice and the completed SLBE-4 Form, and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.

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 ninety (90) calendar days. The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages the amount of \$250.00 per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

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Contract Forms

Section 1: Agreement Form

4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties to perform dredging of the William J. Hooper Reservoir Channel. Any such work performed under the renewal terms and conditions of this contract shall be on a mutually agreed to schedule by both parties, at the existing contract terms and conditions.
5. **GOODS SUPPLIED BY CCWA:**
 - (a) CCWA shall be obligated to supply the following materials to the Contractor for the **William J. Hooper Upper Channel Dredging** project (the "Appropriate Materials"). In the event CCWA discovers that it has supplied materials other than Appropriate Materials ("Inappropriate Materials") to the Contractor, CCWA shall provide written notice of such situation to the Contractor.
 - (b) In the event that CCWA supplies to the Contractor Inappropriate Materials and the Contractor utilizes the Inappropriate Materials in supplying all or any part of the services contemplated by this Agreement, the Contractor shall be paid the applicable bid prices and/or percentage of the lump sum bid prices as described in Paragraph 2 for such services as if such services had been performed with Appropriate Materials, except for any such services rendered after the Contractor's receipt of written notice from CCWA that Inappropriate Materials have been supplied by CCWA to the Contractor, for which services the Contractor shall receive no compensation. In no event shall payments made to the Contractor pursuant to the subparagraph (b) result in the Contractor receiving payments in excess of unit bid prices and/or lump sum bid prices as described in paragraph 2.
 - (c) The Contractor, upon written request by CCWA, shall remove all Inappropriate Materials supplied by CCWA, previously installed and install Appropriate Materials supplied by CCWA in their place. In addition, the Contractor shall be paid as compensation for these additional services an amount equal to the amount described in subparagraph (b) above. In no event shall the additional consideration contemplated under this subparagraph (c) exceed unit bid prices and/or lump sum bid prices as described in paragraph 2.
6. **INSPECTION:** The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without

Division 3

Contract Forms

Section 1: Agreement Form

limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

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 the Authority 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 the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement,

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Section 1: Agreement Form

including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.

9. **THE AUTHORITY'S ASSISTANCE AND COOPERATION**: During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

10. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES**: In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any

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

11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
 - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
 - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
 - (c) Except with regard to defaults of subcontractors, the Contractor shall 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

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Contract Forms

Section 1: Agreement Form

if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
 - (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
13. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority’s convenience. If this Agreement is terminated, in whole or in part, for the Authority’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
14. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority’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 the

Division 3

Contract Forms

Section 1: Agreement Form

Authority, 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 the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

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

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____

P. MICHAEL THOMAS

TITLE: GENERAL MANAGER

[Corporate Seal]

ATTEST: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE:

[Corporate Seal]

ATTEST: _____

_____ - Corporate Secretary

DATE: _____

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Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the Authority'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 – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

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

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

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____ , COUNTY OF _____

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

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

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **William J. Hooper Upper Channel Dredging**

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: Submittals

1.1 General

- A. Contractor shall submit, to the CCWA for approval to use, product information on all materials required to be provided by the Contractor unless noted otherwise.
 - 1. Where a material manufacturer is not specified, Contractor shall submit for use domestically manufactured materials.
 - 2. Materials provided by the Contractor not approved by the CCWA shall be subject to rejection without further justification.
- B. Upon receipt of submittal, the CCWA shall complete its review and return CCWA comments to Contractor within 15 business days.
- C. Contractor shall schedule and make submissions as to cause no delay in work.

1.2 Post Award Submittals

- A. Submittals to be provided after award.
 - 1. List of all Contractor's staff that will be working on the project and a list of vehicles that will be entering the work site premises. The vehicle list shall include the following vehicle information: Make, Model, color, license plate number, and any other information that describes and will help to identify the vehicle as being permitted to be on the premises.
 - 2. Published catalog data (hard copies) showing that the Type 1 floating turbidity curtain in Division 4 "Specifications", meets or exceeds the design specifications/standards listed.
 - 3. Safety plan (for information only). Plan shall address any protection measures associated with the type of work and equipment utilized to complete the project.

END OF SECTION

Division 4

Specifications

Section 2: Measurement and Payment

2.1 General

This Section describes the basis that will be used for processing applications for payment. These provisions will apply to all work of the Contract Documents in addition to specific instructions provided within the individual specification sections.

The basis for payment will be the unit prices and/or lump sum amounts indicated on Bid Form or requested Pay Item Schedule and the actual quantities of work completed by the Contractor and approved by the CCWA. The CCWA reserves the right to adjust the quantities up or down as necessary to address needs. Nothing in this Section shall be construed as providing for additional payment beyond the bid items.

2.2 Calculating Sediment Removed & Dewatered

- A. The quantity of sediment removed from the channel shall be based on a calculated volume, following cross sectional profiles of the channel bottom, prior to, and following work by Contractor. The cross sectional profiles will be performed by CCWA, within two weeks prior to, and within one week following work by Contractor. CCWA will utilize a grade rod with a ten (10) inch diameter flat disk mounted to bottom of grade rod, to prevent grade rod from sinking into sediment while taking profile measurements.
 1. CCWA will perform profile surveys during the job to give contractor a quantity of sediment removal. The survey will be only on areas that the contractor has dredged. Measurement will be collected at the end of the work week.
- B. Measurement intervals for cross sectional profiles are as follows:
 1. Channel length: 50 ft. intervals
 2. Channel width: 25 ft. intervals
- C. The elevation benchmark for performing the profile measurements is a concrete monument located in the Hwy 42 ROW, between site entrance gate on south side of channel and Hwy 42 bridge.

Prices will include all labor, equipment and materials necessary for a complete project in accordance with the Contract Documents. All incidental work

Division 4

Specifications

Section 2: Measurement and Payment

necessary to complete the work shall be included in the price bid. No payment will be made for partially completed bid items.

Full payment for services rendered shall be made following the completion of all work by Contractor. Up to one (1) interim progress payment will be considered upon request by Contractor, and will be based on interim profile measurements performed by CCWA.

Payment request for work performed through the **15th day of each month** must be submitted to Owner by the **20th day of each month**. The Owner will make payment to the Contractor within 30 days after receipt of request for payment by the Owner.

Payment requests shall include a “Standard Contractor’s Affidavit Interim Waiver and Release Upon Payment” with all progress payment requests, and an “Standard Contractor’s Affidavit Interim Waiver and Release Upon Payment” with final payment request. These forms can be provided by CCWA, upon request.

2.3 Pay Item Descriptions

Item 1: Mobilization. Payment shall be for the Contractor’s administrative and preparatory operations including all labor, equipment, materials, maintenance and other incidental costs which are necessary to initiate the work within 14 days of issuance of a Notice to Proceed.

Item 2: Sediment Dredging and Dewatering: Payment shall be for all supervision, labor, materials, equipment and any incidental costs which are necessary to complete the dredging and dewatering of the sediment, in accordance with the Contract Documents.

Item 3: Site Restoration and Demobilization. Payment shall be for all labor, equipment, materials and any incidental costs which are necessary to complete site clean-up, restoration and demobilization activities.

END OF SECTION

Division 4

Specifications

Section 3: General Requirements

3.1 General

- A. This is a 100% maintenance dredging project, which is to only remove sediment that has accumulated since the last dredging. The last dredging work at this site was performed in 2013.
- B. The work involves dredging accumulated sediment from the William J. Hooper Reservoir channel and depositing the sediment on adjacent CCWA properties, in a manner that allows the sediment to dewater and prevents it from re-entering the channel or adjacent bodies of water, or from becoming a nuisance to the site or CCWA.
- C. The Contractor shall provide all supervision, labor, equipment, materials and miscellaneous items to complete the work.
- D. The quantity of accumulated sediment has been estimated at approximately 17,000 cubic yards. This accumulation of sediment is located in the upper 600-700 feet of the channel.
- E. The average width of the channel is approximately 130 feet wide at the water surface. The channel bottom is sloped, with varying degrees of slope and depth, and is up to approximately twelve (12) feet below the water surface when the reservoir is at full pool. Full pool is Elev. 687.0.
- F. All water returned to the channel from a spoils/dewatering area shall contain a minimum amount of solids, as determined to be acceptable by CCWA.
- G. If deemed necessary by CCWA, work will be suspended during heavy rainfall events and high stream flows. Such suspension of work shall not alleviate the Contractor from completing the work within the time frame stipulated in this document, and shall not result in any additional charges for additional mobilizations and demobilizations.
- H. Work hours will be from 7:00 am to 7:00 pm, seven days per week. Other times may be available with prior CCWA approval.
- I. Contractor may not build any temporary land bridges inside the canal.

Division 4

Specifications

Section 3: General Requirements

3.2 Site Work

- A. The Contractor shall not alter or damage the channel bottom or existing channel embankments, in any way, to perform the work.
- B. The Contractor shall install a Type 1 floating turbidity curtain downstream of the area to be dredged, to reduce the amount of turbid waters generated from the dredging and dewatering operations, from entering the main body of reservoir. Curtain shall have a minimum freeboard of six (6) inches (height above water surface), and a minimum draft (depth below water surface) of five (5) feet. Contractor shall maintain curtain(s) in good working condition and routinely remove debris buildup from upstream side of curtain to prevent damage. CONTRACTOR may place debris on bank of south side of channel and CCWA will remove debris from the site.
- C. The Contractor shall be responsible for constructing and maintaining any spoils/dewatering areas required to contain and dewater the dredged sediment, and provide any and all equipment, piping, stone and other materials or services, for such, at no additional cost to CCWA.
- D. A single row of wire backed silt fence shall be placed between the spoils areas and the channel, at a minimum distance of 25 feet from channel. Additional silt fence (same as above) shall be installed between other adjacent bodies of water, when spoils areas are closer than twenty five (25) feet to edge of waters. Contractor is responsible for removing any silt fencing that is currently on site.
- E. All work associated with the Project shall be completed within the boundaries of the site work area and temporary construction easement area.
- F. The Contractor may, as needed, clear, grub, and grade the adjacent CCWA properties, to within ten (10) feet of the channel, adjacent bodies of water and property boundaries, for the purpose of depositing and dewatering the sediment, at no additional cost to CCWA.
- G. If desired, the Contractor may remove the dewatered sediment from the site at no additional cost to CCWA, and shall notify CCWA prior to removing any sediment from the site.

Division 4

Specifications

Section 3: General Requirements

- H. CCWA will maintain construction entrances at Highway 42 and Highland Drive entrance roadways, as needed to reduce the tracking of mud and dirt from being tracked onto public roadways by vehicles.

3.3 Construction Facilities and Temporary Utilities

- A. The Contractor may move onto site work area trailers/containers needed to facilitate construction work.
- 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.
- C. The Contractor shall provide electrical power as may be necessary.
- D. The Contractor shall provide and maintain sanitary facilities for Contractor's employees.
- E. The Contractor shall maintain the job site in a neat and orderly condition throughout the project period. Remove and dispose of all debris in accordance with local and state regulations. The burning of materials is not permitted on the Project site or other CCWA property.
- F. The burning of materials is not permitted on the Project site or other CCWA property.
- G. At completion of Project, the Contractor shall remove temporary facilities, debris and equipment. Grade disturbed areas along channel to original elevations and stabilize with grass seed and straw.

3.4 Coordination and Safety

- A. The Contractor shall coordinate work with CCWA staff to prevent any interruptions to operations, customers and the general public.
- B. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, and will provide the

Division 4

Specifications

Section 3: General Requirements

necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby.

- C. The Contractor shall protect existing and adjacent properties, structures and utilities. Contractor is responsible for any damage to existing and adjacent properties, structures and utilities, and shall make all necessary repairs at no additional costs to CCWA
- D. The Contractor shall provide the names of all staff that will be working on the project and a list of vehicles that will be entering the work site premises. The vehicle list shall include the following vehicle information: Make, Model, color, license plate number, and any other information that describes and will help to identify the vehicle as being permitted to be on the premises.
- E. The Contractor shall keep gates to CCWA property locked to prevent access by unauthorized persons, while property is unattended by Contractor's personnel, and shall not allow unauthorized persons entry to CCWA property.
- F. The Contractor shall lock all gates at the end of each work day.

3.5 Acceptance

- A. Full payment for services rendered shall be made following the completion of all work by Contractor. Up to one (1) interim progress payment will be considered upon request, which will be based on an interim measurement survey performed by CCWA.
- B. A CCWA Representative shall inspect all components of the Project for compliance with the Contract Documents. The Contractor shall, at all times, permit and facilitate inspection of work by the CCWA. The presence of a CCWA Representative 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 Documents. The CCWA Representative shall inform the Contractor when work is deficient from the Contract Documents. Deficiencies shall be addressed in a timely manner as determined by the CCWA Representative.

Division 4

Specifications

Section 3: General Requirements

- C. Final acceptance of the Project by the CCWA shall be when the Contractor has met all terms and conditions as set forth by the Contract Documents. The date of Final Acceptance shall be no later than the date the CCWA approves the Contractor's final request for payment. Final acceptance shall be written, signed and dated by the CCWA Representative.

END OF SECTION