



**REQUEST FOR BID**  
**ANNUAL CONTRACT FOR TREE REMOVAL SERVICES**

**Bid Number 2018-SW-21**

**August 2018**

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

**Bid Opening: Tuesday, October 2, 2018 at 2:00 p.m. local time  
1600 Battle Creek Road, Morrow, GA 30260**

**Non-Mandatory Pre-Bid Meeting: Thursday, September 13, 2018 at 2:00 p.m. local time  
1600 Battle Creek Road, Morrow, GA 30260**

**This bid has a SLBE BID DISCOUNT**

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**Division 1**

**General Information**

**Section 1: Request for Bids**

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

Name of Project: **Annual Contract for Tree Removal Services**

The Clayton County Water Authority will open sealed bids from licensed contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, October 2, 2018 at 2:00 p.m. (local time)** for the following project: Tree Removal Services. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-bid Meeting will be held on **Thursday, September 13, 2018 at 2:00 p.m. (local time)** at 1600 Battle Creek Road, Morrow, Georgia, 30260.

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm or by e-mail to **CCWA\_Procurement@ccwa.us**. Bidders will need to provide contact information and an email address and any file size transfer limits to insure email transmittals can be made. A hardcopy bid package can also be requested at a cost of \$25.

Clayton County Water Authority  
By: John Chafin, Chairperson

**END OF SECTION**

## **Division 1**

## **General Information**

### **Section 2: Project Overview**

#### **2.1 Intent and Purpose**

The Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced contractor to complete tree removal work for the period from **January 1, 2019 to December 31, 2019**.

The CCWA reserves the right to award a primary contractor, as well as back-up contractor(s) to ensure that our requests under this annual contract can be performed as needed.

The work to be performed under this contract will be determined and assigned by CCWA on an “as-needed”, “when-needed” basis and will be issued in the form of a Project Work Order. A Project Work Order may include a single work item or may include a number of work items.

CCWA does not guarantee any minimum or maximum work quantities under this contract and reserves the right to bid any similar type work of this contract as a separate procurement at its sole discretion. CCWA anticipates that the annual value of work completed through this contract will be in the range of \$275,000 to \$300,000.

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

#### **2.2 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 Clayton County Water Authority (CCWA). An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

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

The Bid Form – Pay Item Schedule shows estimated quantities to be used under this contract. The quantities have been provided to establish unit costs; however, they will not be considered for evaluation purposes.

## **Division 1**

## **General Information**

### **Section 2: Project Overview**

To evaluate the bids, CCWA will use a separate list with selected work items and estimated quantities that represent typical jobs, which will be provided at the bid opening.

Note that not all “work items” as shown on the Bid Form - Pay Item Schedule will be used in the bid evaluation process. Work items on the Bid Form – Pay Item Schedule not used in the award evaluation process will be examined by the CCWA to insure that the units prices are in line with comparable items contained in this bid and that any unit price that appears to be out of line may be used by the CCWA as a basis of denial/award of the particular bid, and/or the unit price may be negotiated by CCWA. This determination will be at the sole discretion of CCWA.

#### Small Local Business Enterprise (SLBE) bid discount:

This procurement has a SLBE bid discount for evaluation purposes only, which will be given to CCWA certified SLBE primes only. For more details, please refer to Division 2, Section 8 of this bid package.

### **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 by email at **(CCWA\_Procurement@ccwa.us)** by **2:00 p.m. local time on Thursday, September 20, 2018**. 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.

## **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. 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.
13. 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.
14. 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.
15. 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.
16. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.



## **Division 2**

## **Bid Requirements**

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

17. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
25. 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.

## **Division 2**

## **Bid Requirements**

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

26. 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.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
29. 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.
30. 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.
31. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
  - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
  - b. The bid submitted by a vendor who is located within Clayton County.
  - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
  - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Requesting Department

## **Division 2**

## **Bid Requirements**

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

may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

32. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
  - a. Ability of Bidder to perform in the time frame needed by the CCWA.
  - b. Reputation of the Bidder in its industry.
  - c. Reasonableness of the bid in relation to anticipated costs.
  - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
33. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
35. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified small local, minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small

## **Division 2**

## **Bid Requirements**

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

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

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

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

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

36. 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.

**Division 2**

**Bid Requirements**

**Section 2: Risk Management Requirements**

<b>CONTRACTS FOR UP TO \$50,000</b>	<b>CONTRACTS FOR MORE THAN \$50,000</b>
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**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 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.

The required items include but are not limited to:

- A. List of Owned Equipment.
- B. Disposal Method(s) and/or Disposal Location.
- C. Bid Form.
- D. Bidder Qualification Information Form – To be considered for this contract, Bidders shall have a minimum of five (5) years' experience in the basic requirements of the work and must furnish references along with proof of competency from past jobs. Only those bidders who in the opinion of the CCWA are sufficiently experienced, reputable, and have an established business facility will be considered. Bidders who do not meet these requirements may be deemed non-responsive.
- E. References – At least five (5) references of similar experience completed in the past three (3) years must be provided.
- F. Georgia Security and Immigration Compliance Act of 2006 Form.
- G. Contractor Affidavit and Agreement Form.
- H. Subcontractor Affidavit Form.

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

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

- I. Copies of any and all license(s) required to perform the work.
- J. Any other items as required in this RFB including, but not limited to, the items contained in the Instructions to Bidders.
- K. Addenda (if any issued).

**Division 2**

**Bid Requirements**

**Section 3: Bid Submittals**

**A. LIST OF OWNED EQUIPMENT:**

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**B. DESCRIBE YOUR DISPOSAL METHOD(S) AND/OR DISPOSAL LOCATION:**

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**END OF SECTION**



**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

Bid of \_\_\_\_\_

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

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all work for **Annual Contract for Tree Removal Services** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

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

**CONTRACT EXECUTION:**

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

Bidder accepts the terms and conditions of the Documents.

**INSURANCE:**

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

**Division 2**

**Bid Requirements**

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**Section 4: Bid Form**

BID:

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

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

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

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**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

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

No.	Work Item	Detail	Est. Quantity	Unit	Unit Cost
1	Mobilization	Emergency	3	EA	
2	Tree Cutting and Removal	Removal of trees 4" to 8" DBH	2,091	EA	
3	Tree Cutting and Removal	Removal of trees > 8" to 16" DBH	192	EA	
4	Tree Cutting and Removal	Removal of trees > 16" to 24" DBH	31	EA	
5	Tree Cutting and Removal	Removal of trees > 24" to 32" DBH	13	EA	
6	Tree Cutting and Removal	Removal of trees > 32" DBH	19	EA	
7	Tree Stump Grinding and Removal	Stump Grinding 4" to 8" DIA	1	EA	
8	Tree Stump Grinding and Removal	Stump Grinding > 8" to 16" DIA	4	EA	
9	Tree Stump Grinding and Removal	Stump Grinding > 16" to 24" DIA	2	EA	
10	Tree Stump Grinding and Removal	Stump Grinding > 24" to 32" DIA	3	EA	
11	Tree Stump Grinding and Removal	Stump Grinding > 32" DIA	3	EA	
12	Tree Trimming and Removal	Tree Trimming up to 4" DIA	92	EA	
13	Tree Trimming and Removal	Tree Trimming > 4" to 8" DIA	47	EA	
14	Tree Trimming and Removal	Tree Trimming > 8" to 16" DIA	8	EA	
15	Tree Trimming and Removal	Tree Trimming > 16" to 24" DIA	3	EA	
16	Tree Trimming and Removal	Tree Trimming > 24" DIA	1	EA	
17	Mechanical Bush Hogging/Brush Clearing	Areas Less than 5,000 SF	2,532	SF	
18	Mechanical Bush Hogging/Brush Clearing	Areas between 5,001 SF to 20,000 SF	37,530	SF	
19	Mechanical Bush Hogging/Brush Clearing	Areas between 20,001 SF to 40,000 SF	81,202	SF	
20	Mechanical Bush Hogging/Brush Clearing	Areas greater than 40,001 SF	103,512	SF	
21	Manual Brush Clearing and Removal	Areas Less than 5,000 SF	12,059	SF	
22	Manual Brush Clearing and Removal	Areas between 5,001 SF to 20,000 SF	80,923	SF	
23	Manual Brush Clearing and Removal	Areas between 20,001 SF to 40,000 SF	45,236	SF	
24	Manual Brush Clearing and Removal	Areas greater than 40,001 SF	43,507	SF	
25	Tree Inventory & Surveying	Consultation Services	25	HR	
26	Hourly Labor	Superintendent	16	HR	
27	Hourly Labor	Foreman	16	HR	

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

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

No.	Work Item	Detail	Est. Quantity	Unit	Unit Cost
28	Hourly Labor	Operator	16	HR	
29	Hourly Labor	Laborer/Climbers	16	HR	
30	Hourly Labor	Dump Truck Driver	16	HR	
31	Hourly Equipment	17,000 # Class Excavator	16	HR	
32	Hourly Equipment	10,000 # Class Excavator	16	HR	
33	Hourly Equipment	30,000 # Class Rubber Tired Loader	8	HR	
34	Hourly Equipment	Rubber Tired Backhoe / Loader	8	HR	
35	Hourly Equipment	18,000 # Class Track Dozier	16	HR	
36	Hourly Equipment	Dump Truck (Tandem Rear Axle)	16	HR	
37	Hourly Equipment	Utility Truck - Fully Equipped	16	HR	
38	Hourly Equipment	Boom Truck - Min 55' Vertical Reach	12	HR	
39	Hourly Equipment	Grapple Truck with Dump Body	8	HR	
40	Hourly Equipment	Shredder/Chipper 6" Capacity	8	HR	
41	Hourly Equipment	Shredder/Chipper 12" Capacity	8	HR	
42	Hourly Equipment	Shredder/Chipper 18" Capacity	4	HR	
43	Equipment Rental	N/A	N/A	EA	10%
44	Supplied Material	N/A	N/A	EA	10%
45	Specialty Services	N/A	N/A	EA	10%

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

Is the Bidder a CCWA certified SLBE?       Yes       No

If yes, specify business County location: \_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

Submitted by:

\_\_\_\_\_  
(COMPANY 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 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 5 REFERENCES OF SIMILAR EXPERIENCE COMPLETED IN THE PAST 3 YEARS:**

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

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

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

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

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

**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:** \_\_\_\_\_

**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  
***Please enter the four-to-seven numerical characters***

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent if 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 \_\_\_\_\_

\_\_\_\_\_ (name of contractor) 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 \_\_\_\_\_

\_\_\_\_\_ (name of contractor) 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  
***Please enter the four-to-seven numerical characters***

\_\_\_\_\_  
BY: Authorized Officer or Agent  
Subcontractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

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

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

## **Division 2**

## **Bid Requirements**

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

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 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, responsible bidder, while the original bid amount will be the basis for contract award.

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

Bid Discounts will be applied to CCWA certified SLBE prime bidders only. The use of certified SLBE sub-contractors will not establish eligibility to receive Bid Discounts. Depending on the bidder's location, Bid Discounts will range between 7.5% and 10%.

The calculation of SLBE bid discounts shall be as follows:

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

- 10 percent for SLBE's in Clayton County.
  - 7.5 percent for SLBE's within the next surrounding 10 counties (Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding).
- (1) Discounts are given to Bidders who are SLBE prime bidders only.
  - (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](mailto:ccwa_slbe_program@ccwa.us) for more information on CCWA's SLBE Program or visit our website at [www.ccwa.us](http://www.ccwa.us).

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA**

**COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING PROVISION OF SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for **Annual Contract for Tree Removal Services**, 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 services described below for the term specified herein;

**NOW THEREFORE**, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide **Tree Removal Services** on a project basis as requested by the Authority in accordance to specifications outlined in the Request for Bid documents dated August 2018, which are part of this agreement.
2. **COSTS:** The Authority shall pay, and the Contractor shall receive the prices as stipulated in the Bid Form hereto attached as full compensation relative to the scope of services per Bid dated \_\_\_\_\_, and above described services. The Authority shall pay the Contractor net 30 days from receipt of an invoice and upon approval of Contractor's work. Payments will be sent via regular US Mail.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1<sup>th</sup> day of January, 2019**. The Agreement shall remain in effect until **December 31, 2019**.
4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing contract terms, conditions and bid prices.
5. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual project shall begin with a Purchase Order (a "PO"), a blank copy of which is attached to this Agreement and incorporated into the terms hereby agreed to. The Contractor agrees to the terms and conditions contained in the PO; however,

## **Division 3**

## **Contract Forms**

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

in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.

6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
- Shall be performed as stipulated in the bid documents.
  - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

7. **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, 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

## **Division 3**

## **Contract Forms**

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

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 sub-contractors used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.
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,

## **Division 3**

## **Contract Forms**

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

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 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



## **Division 3**

## **Contract Forms**

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

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 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.

**SIGNATURES ON NEXT PAGE**

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**Contract Forms**

**Section 1: Agreement Form**

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

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

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

H. BERNARD FRANKS

TITLE: GENERAL MANAGER

[Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

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

**CONTRACTOR**

BY (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

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

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: CORPORATE SECRETARY

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

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

**CONTRACTS FOR UP TO \$50,000**

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

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

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

**CONTRACTS FOR MORE THAN \$50,000**

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

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

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

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certificate**

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

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

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

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

\_\_\_\_\_ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Annual Contract for Tree Removal Services**, and that said \_\_\_\_\_

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

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

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

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

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

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

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

#### **1.1 General**

- A. CCWA shall set forth the work to be done, and may or may not choose to have CCWA representatives present during the work. Contractor shall furnish all necessary insurance, permits, licenses, transportation, supplies, apparatus, equipment, personnel, labor, supervision, project manager, expertise, and all things necessary to perform listed items with chipping or mulching and disposal to landfill, and include all such in prices. Prices shall include all setting up, demobilization, trip charges, removal charges, profit, overhead, and all costs to the CCWA.
- B. Tree sizes shall be measured at a distance of 54-inches (4-1/2 feet) above ground level. Cost for trees to be cut up, ground, chipped or mulched, and removed to landfill, shall be covered at contractor's expense. Alternatively, cut tree pieces may be retained by contractor for resale, if CCWA agrees. Stumps are not to be worked unless CCWA so requests, and CCWA shall have the work done in one of the following ways:
- a. Stumps to be ground or chipped and removed to landfill (Item price is charged), OR:
  - b. Stumps to be lowered to one-inch (1") height above ground (Item price is charged), OR:
  - c. Stumps to be left in place with no work performed upon them (with no price charged on invoice) as the CCWA chooses.
  - d. Stump removal in lawn areas to be grinded below the surface and covered with six inch top soil.

Trees, limbs, and stumps shall be either trimmed and left in place or cut and removed, as the CCWA requires. For the purposes of size estimate and choice of item to use, the tree's diameter shall be measured at a nominal height of 54-inches from the ground. Resources used by contractor shall include but not be limited to crew workers, equipment operators, climbers, foreman, flagman, all hand & power tools, chippers, transportation, safety equipment, rigging, ladders, and single or dual-person bucket truck with reach of fifty-five (55) feet. Contractor shall give priority scheduling of service to CCWA, especially during emergencies to clear storm damage from critical facilities. Site Set-up and Demobilization: Contractor shall factor site setup and demobilization costs into prices bid.

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

Dangerous Trees, Large Limb Removal, and Large Tree Removal: Some trees are classified as dangerous because of close proximity to power lines, buildings, or other structures. Subcontractors, if any, are not allowed to work on such trees.

Any tree, regardless of size, which splits into multiple trunks up to a height of eight (8) feet from the ground, shall be considered as two (2) trees. Trees, which split past eight feet from the ground, shall be considered one tree.

Stump removal and site cleanup at the CCWA's option, stumps shall be removed and either ground up or hauled off intact — whichever is acceptable to the receiving landfill. However, any stump left in place at the direction of the CCWA, shall be trimmed to a height not to exceed one (1) inch as measured from the ground. Contractors shall back-fill and tamp holes left by stump removal up to existing grade. Contractor shall use good quality fill dirt. Cut trees shall be limbed, sawn to length and hauled away or ground into mulch on-site and hauled away, whichever is acceptable to the receiving landfill. Contractor shall dispose of mulch, cuttings and debris generated by this contract to a CCWA acceptable dumpsite. Direct burial of mulch, stumps, limbs, trunks, and debris on-site are forbidden. Contractor shall be responsible for paying any fees associated with hauling to landfill.

- C. Contractor is responsible for the following: haul off and removal of tree that has fallen, haul off material, removal of all debris left at location, and clearing and grubbing of debris.
- D. Contractor shall conduct the work in such a manner as to minimize disruption of CCWA operations.
- E. Contractor shall not allow sub-contractors to do any work which takes place close to buildings or to power lines.
- F. Landscaping of grounds and repair of fences damaged by Contractor or contractor's agents while executing this contract:

General: Contractor may be allowed to temporarily takedown a section of fence or dig up and move plants in order to avoid damage. Items temporarily re-located shall be returned to original locations before contractor leaves the job site. Contractor shall replace any trees, bushes, shrubs, or flowers damaged with like kind. Failure to do so can result in payment delays. If contractor damages landscaping or fences, the following measures shall be applied.

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

- a. Grass: Contractor to maintain existing contours in the work area. All disturbed areas will be graded, smoothed and seeded with Kentucky 31 fescue, or approved equal, at the rate of 250 pounds per acre. Initial fertilizing and straw shall be included.
- b. Fence Repair: Contractor shall stretch fabric tight between terminal posts and install on security side of fence and anchor securely to framework. Bottom of fabric to be uniformly positioned a maximum of ½ inch above ground level at each post. Fabric shall be cut to form continuous piece between terminal posts. Fabric is to be pulled taut and clipped or tied to posts, top rail, and bottom tension wire. Fabric shall be anchored to framework so that it remains in tension after the pulling force is released. Tie wires shall be bent to minimize hazards to persons. Bolt threads shall be pinned to prevent removal of nuts.

### **1.2 Work Assignment**

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

#### Project Set-Up for Non-Emergency Work

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

#### Project Set-Up for Emergency Work

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



## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

### **1.3 Work Items**

The following work items describe the services to be completed as part of each Work Order. The Contractor shall provide all labor, equipment, tools and materials (unless indicated otherwise) to complete the Work Orders in accordance with the Contract Documents.

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

**Work Items 2 – 6. Tree Cutting and Removal:** Defined as the Contractor removing from the work site and disposing tree, limbs, branches, and leaves to a height of 6 inches above ground surface. A tree is considered a tree when its diameter is 4 inches or greater as measured 54 inches up from adjacent bare ground surface. 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 7 – 11. Tree Stump Grinding and Removal:** Defined as the Contractor removing tree stumps from site in which stumps are removed either ground up or hauled off intact – whichever is acceptable to the receiving landfill. Stump that are grinded and left in place, at the direction of CCWA, shall be trimmed to a height of approximately 1 inch above ground surface. The Work

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 12 – 16. Tree Trimming and Removal:** Defined as the Contractor clearing/pruning of branches from selected trees without removing the entire tree. All trimming shall be removed from the site. The branches to be cleared/pruned will be defined by CCWA. 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 17 – 20. Mechanical Bush-Hogging/Brush Clearing:** Defined as the Contractor removing from the work site and disposing brush, undergrowth, small trees, limbs, stumps, tap roots and other roots exceeding 1-inch in diameter. The mechanical method shall include rotary cutting, tractor mowing, and heavy duty mowing. A small tree is considered any tree or plant growth less than 4 inches in diameter as measured 54 inches up from adjacent bare ground surface. This Work item may occur on level surfaces, stormwater ponds, hilly surfaces, and slopes. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 21 – 24. Manual Brush Clearing:** Defined as the Contractor removing from the work site and disposing brush, undergrowth, small trees, limbs, stumps, tap roots and other roots exceeding 1-inch in diameter. The manual method shall include the use of hand tools, weed wackers, and other manual pulling of items. A small tree is considered any tree or plant growth less than 4 inches in diameter as measured 54 inches up from adjacent bare ground surface. This Work item may occur on level surfaces, stormwater ponds, hilly surfaces, and slopes. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 25. Tree Inventory and Surveying:** Defined as Contractor providing consultation services for items related to tree services such as tree inventory and surveying. The Work Item will be paid on a “per hour” basis in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Items 26 - 30. Hourly Labor:** Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated labor position to complete work as requested for a certain amount of time. Only the time the labor position is on the work site and working will be considered for payment. The

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

hourly rate shall be the Contractor's total expense per hour for the indicated labor position. The Work Items will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 31 - 42. Hourly Equipment:** Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated piece of equipment to complete work as requested for a certain amount of time. Only the time the piece of equipment is in operation will be considered for payment. The hourly rate shall be the Contractor's total expense per hour for the indicated piece of equipment. The Work Items will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 43. Equipment Rental:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing equipment not included as part of other Work Items or listed in the Work Item "Hourly Equipment", to complete work. The Contractor may furnish equipment through a rental company or through the Contractor's company. Where the Contractor furnishes the equipment through the Contractor's company, industry standard rental rates for equivalent equipment shall apply. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 44. Supplied Material:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing material, not included as part of other Work Items, needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 45. Specialty Services:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing services through another firm, for work related to this Contract, that is not included on the Pay Item Schedule that is needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 2: General Requirements**

#### **2.1 General**

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

#### **2.2 Site Work**

- A. The Contractor shall be responsible for providing and maintaining a safe work site. Contractor shall utilize safety cones, barricades, caution lights, caution tape, safety fencing, etc. as necessary to protect the workers and the public at all times.
- B. The work may require access to private property. The CCWA shall be responsible for coordinating and providing access to the area(s) of work. The Contractor shall contain work within area designated by CCWA.

## **Division 4**

## **Specifications**

### **Section 2: General Requirements**

- 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.

**END OF SECTION**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**WAIVER AND RELEASE UPON FINAL PAYMENT**

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

\_\_\_\_\_ [describe materials and/or labor];

for the construction of improvements known as:

\_\_\_\_\_ [title of the project or building];

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

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

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

See Attachment:  yes  no

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_(L.S.)  
(Signature of Deponent)

\_\_\_\_\_  
(Printed/Typed Name and Title)

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

\_\_\_\_\_  
(Company Name)

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

Notary Public \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

(NOTARY SEAL)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)