



REQUEST FOR BID

**WATER METER INSTALLATIONS AND
SERVICE RENEWALS**

Bid Number 2019-DC-20

October 2019

Bid Opening: **Wednesday, November 6, 2019 at 10:00 a.m. (local time)**
1600 Battle Creek Road, Morrow, Georgia 30260

**Non-Mandatory
Pre-Bid Meeting** **Wednesday, October 23, 2019 at 10:00 a.m. (local time)**
1600 Battle Creek Road, Morrow, Georgia 30260

This bid has a SLBE BID DISCOUNT

Table of Contents

Division 1 General Information

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

Division 2 Bid Requirements

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

Division 3 Contract Forms

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

Division 4 Specifications

Section 1	Post Award Submittals.....	4-1.1
	1.1 Submittal Requirements.....	4-1.1
Section 2	Work Assignment and Detail.....	4-2.1
	2.1 General.....	4-2.1
	2.2 Work Assignment and Detail.....	4-2.1
	2.3 Work Item Description.....	4-2.2
Section 3	General Requirements.....	4-3.1
	3.1 General.....	4-3.1
	3.2 Site Work.....	4-3.1
	3.3 Acceptance.....	4-3.1

Attachments

Waiver and Release Upon Final Payment

Addendum

None Issued at This Time

END OF TABLE OF CONTENTS

Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Water Meter Installations And Service Renewals**

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, November 6, 2019 at 10:00 a.m. (local time)** for Water Meter Installations And Service Renewals.

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

A Non-Mandatory pre-bid meeting will be held on **Wednesday, October 23, 2019 at 10:00 a.m. (local time)** at 1600 Battle Creek Road, Morrow, Georgia, 30260.

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

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested by 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

END OF SECTION

Division 1

General Information

Section 2: General Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced contractor to complete water meter installations, water service line renewals, water meter and appurtenances relocations, and backflow retrofitting for the period **January 1, 2020 to December 31, 2020**.

All work under this contract will be governed by the CCWA Standards for Water Distribution Systems, all applicable AWWA Standards, and United States, State of Georgia, and local laws/regulations. The contractor shall be responsible for complying with the Underground Protection Act, and will be responsible for notifying the Utilities Protection Center (UPC) of work proposed according to the Georgia Underground Facilities Protection Act. All locate requests to the UPC shall be completed through Web Entry. Any damage to other utilities will be the responsibility of the Contractor.

The work shall be performed under the direction of the Distribution and Conveyance Director of the Clayton County Water Authority or their representative.

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

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

The work to be performed under this contract 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. All work items of a Project Work Order do not necessarily have to be adjacent to each other; however, it is the intent that each Project Work Order will be authorized as a part of a mobilization to a common geographic location.

Division 1

General Information

Section 2: General Overview

Where a Project Work Order in an amount of \$100,000 or more, for work considered “Public Works” is issued as defined by O.C.G.A. § 36-91-2, payment and performance bonds will be required prior to the commencement of that work.

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

2.2 Bid Evaluation

The total bid amount per bidder will be determined by taking the “unit cost” for each “work item” as shown on the “Bid Form - Pay Item Schedule” times an estimated annual quantity for each “work item”. At the time of Bid Opening, CCWA will provide a list to each bidder of the “selected” work items and “estimated annual quantities” that CCWA has selected to use in determining the “total bid amount”. Note that not all “work items” as shown on the Bid Form – Pay Item Schedule will be used in the bid evaluation process. Work items on the Bid Form – Pay Item Schedule not used in the award evaluation process will be examined by the CCWA to insure that the unit price is in line with comparable items contained in this bid and that any unit price that appear to be out of line may be used by the CCWA as a basis of denial/award of the particular bid and/or the unit price may be negotiated by CCWA. This determination will be at the sole discretion of CCWA.

An evaluation will also be performed to ensure bidders comply with the required submittals. Determination of responsive responsible bidders will be the sole judgment of the 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 no later than **Friday, October 25,**

Division 1

General Information

Section 2: General Overview

2019 at 10:00 a.m. (local time) via email at ([CCWA Procurement@ccwa.us](mailto:CCWA_Procurement@ccwa.us)). 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. 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

Division 2

Bid Requirements

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. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Bidder.
20. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
26. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions,

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

Division 2

Bid Requirements

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

Division 2

Bid Requirements

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.

Division 2

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.

Division 2

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 in the amount of 5% of the total bid amount.
- 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. Copies of any and all license(s) required to perform the work.
- H. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Bidders.
- I. Copy of the CCWA SLBE Certification Letter (if applicable).
- J. Addenda (if any issued).

END OF SECTION

Division 2

Bid Requirements

Section 5: Bid Form

Bid of _____

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

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Annual Contract for Water Meter Installations and Service Renewals**, 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

Section 5: 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:

Division 2

Bid Requirements

Section 5: Bid Form – Pay Item Schedule

No.	Work Item	UOM	EST. QTY.	UNIT COST	EXTENDED COST
1	Meters - short side 5/8" – 1"	EA	500		
2	Meters - long side 5/8" – 1" requiring a bore up to 30'	EA	500		
3	Meters – short side – 2 (meters on single 1" line)	EA	50		
4	Meters – long side – 2 (meters on single 1" line requiring a bore up to 30')	EA	25		
5	Meters – short side 1 ½" – 2"	EA	25		
6	Meters – long side 1 ½" – 2"	EA	25		
7	Premium for work requiring removal of asphalt roadway	LF	50		
8	Premium for boring of roadways 31' – 60'	HR	500		
9	Premium for boring of roadways 61' – 100' (per hour)	HR	10		
10	Service lines renewed – ¾" and 1" short side	EA	25		
11	Service lines renewed – ¾" and 1" long side	EA	25		
12	Service lines renewed - 1 ½" – 2" short side	EA	10		
13	Service lines renewed - 1 ½" – 2" long side (30' or less)	EA	10		
14	Relocation of 5/8" – 1" meters 10' or less	EA	10		
15	Relocation of 1 ½" – 2" meters 10' or less	EA	5		
16	Relocation of 5/8" – 1" meters 11' – 25'	EA	1		
17	Relocation of 1 ½" – 2" meters 11' – 25'	EA	1		
18	Relocation of various water appurtenances – per hour	HR	10		
19	Asphalt/concrete sawing <6" – per lineal foot:	LF	100		

Division 2

Bid Requirements

Section 5: Bid Form – Pay Item Schedule

No.	Work Item	UOM	EST. QTY.	UNIT COST	EXTENDED COST
20	Asphalt/concrete sawing >6" – per lineal foot:	LF	50		
21	Placement of steel plates (per plate)	EA	10		
22	D.O.T. flagging (per site)	EA	10		
23	Replacement of in-line 3/4" water meter	EA	10		
24	Replacement of in-line 1" water meter	EA	5		
25	Replacement of in-line 1 ½" water meter	EA	5		
26	Replacement of in-line 2" water meter	EA	5		
27	Replacement of in-line 3" water meter	EA	5		
28	Replacement of in-line 4" water meter	EA	5		
29	Replacement of in-line 6" water meter	EA	5		
30	Replacement of in-line 8" water meter	EA	5		
31	Replacement of in-line 10" water meter	EA	1		
32	Replacement of in-line 12" water meter	EA	1		
33	Testing of Backflow prevention devises	EA	500		
34	6" water main extension	LF	10,000		
35	8" water main extension	LF	5,000		
36	12" water main extension	LF	1000		
37	Connect Fitting	EA	1000		
38	Replacement of 1 ½" water meter and backflow assembly to include the building of these assemblies	EA	25		

Division 2

Bid Requirements

Section 5: Bid Form – Pay Item Schedule

No.	Work Item	UOM	EST. QTY.	UNIT COST	EXTENDED COST
39	Replacement of 2" water meter and backflow assembly to include the building of these assemblies	EA	50		
40	Replacement of 1 ½" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	10		
41	Replacement of 2" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	10		
42	Replacement of 3" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	10		
43	Replacement of 4" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	10		
44	Replacement of 6" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	20		
45	Replacement of 8" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	10		
46	Replacement of 10" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	10		
47	Replacement of 12" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	10		
TOTAL BID AMOUNT					

EA = Each; HR = Hour; LF = Linear Foot

Submitted by: _____

Company Name of Bidder

Is the Bidder a CCWA certified SLBE?

YES – *Submit copy of the SLBE Certification*

NO

Division 2

Bid Requirements

Section 5: Bid Form

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

Submitted by:

(NAME OF BIDDER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

(ATTEST) (SEAL)

(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 FIVE THOUSAND DOLLARS (\$5,000.00) 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 the **Water Meter Installations and Service Renewals** project, 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: **Water Meter Installations and Service Renewals**.

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 FIVE THOUSAND DOLLARS (\$5,000.00) 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

Division 2

Bid Requirements

Section 5: Georgia Bid Bond

Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

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

Signed and sealed this _____ day of _____ 20____.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

Provide three (3) project references for similar work that have been completed within the last 24 months, excluding CCWA. Failure to provide satisfactory references will result in the bid being deemed non-responsive.

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____
EMAIL ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____
EMAIL ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
PHONE NUMBER: _____
ADDRESS: _____
EMAIL ADDRESS: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit & Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

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

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

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

Division 2

Bid Requirements

Section 7: Contractor Affidavit & Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

Name of Contractor (Printed)

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20_____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit & Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

END OF SECTION

Division 2 **Bid Requirements**

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

8.1 Program Overview

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

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

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) 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 CCWA small local 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 for more information on CCWA's SLBE Program or visit our website at 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 GOODS AND SERVICES**

This Agreement made and entered into this _____ day of _____, 2019, for **Water Meter Installations and Service Renewals**, 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 **Water Meter Installations and Service Renewals**, as described in the Request for Bid dated October 2019.
2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated _____, 2019, and above described goods and services. The Authority will not guarantee any minimum or maximum quantities during the contract term. Work under this contract will be authorized on an "as needed – when needed basis" and will be paid per the bid unit prices as submitted and approved. Payment for work completed will be processed upon submission of an Invoice and Affidavit of Completion by the Contractor. The invoice will be verified by the Authority representative, and any changes/corrections to the invoice will require the contractor to correct and re-submit the invoice. The Authority will accept invoices on a once per week basis. The Authority shall pay the Contractor net 30 days upon receipt of the invoice, and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1st day of January 2020**. The Agreement shall remain in effect until **December 31, 2020**.

Division 3

Contract Forms

Section 1: Agreement Form

4. **RENEWAL PROVISIONS:** 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 terms, conditions, and bid prices.
5. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.
6. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods and shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of the Authority concerning latent defects shall exist indefinitely and shall not be affected in clause. The Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other

Division 3

Contract Forms

Section 1: Agreement Form

- activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.
7. **INSPECTION**: The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.
 8. **CONTRACTOR'S AFFIDAVITS**: The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
 9. **ASSIGNMENT AND SUBCONTRACTING**: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract

Division 3

Contract Forms

Section 1: Agreement Form

- for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
10. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
11. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractors 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

Division 3

Contract Forms

Section 1: Agreement Form

Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.

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

Division 3

Contract Forms

Section 1: Agreement Form

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

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

Division 3

Contract Forms

Section 1: Agreement Form

17. **ATTORNEYS' FEES:** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

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

CONTRACTOR

By: _____
Name: _____
Title: General Manager

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: Corporate Secretary
Date: _____

[Corporate Seal]

[Corporate Seal]

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 3

Contract Forms

Section 2: Performance Bond

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written
agreement with the Authority, dated _____, which is incorporated
herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the
construction of a project known as **Water Meter Installations and Service Renewals**,
(hereinafter referred to as “the PROJECT”).

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

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

Division 3

Contract Forms

Section 2: Performance Bond

warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

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

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

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 2: Performance Bond

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

(Name of Principal)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(Name of Contractor's Surety)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 3: Payment Bond

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the Authority, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as **Water Meter Installations and Service Renewals**, (hereinafter referred to as “the PROJECT”).

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

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

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

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

Division 3

Contract Forms

Section 3: Payment Bond

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

(Name of Principal)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(Name of Contractor's Surety)

By: _____

Name Printed: _____

Title: _____

Corporate Seal

Attested: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____ , COUNTY OF _____

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

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

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Water Meter Installations and Service Renewals**

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

ATTEST:

By: _____
Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Notary Public: _____

My Commission expires: _____

END OF SECTION

Division 4

Specifications

Section 1: Post Award Submittals

1.1 Submittal Requirements

Submittals to be provided with each individual Project Work Order:

1. Specifications of materials being supplied (as necessary).
2. Performance Bond and Payment Bond (as necessary).
3. Traffic control plan (as necessary).
4. Flow interruption plan (as necessary).
5. Confined Space Entry Permit (as necessary).

END OF SECTION

Division 4

Specifications

Section 2: Work Assignment and Detail

2.1 General

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

2.2 Work Assignment and Detail

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

Project Set-Up for Non-Emergency Work

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

Project Set-Up for Emergency Work

1. CCWA shall prepare draft work items and quantities for Contractor review.
2. Contractor shall provide comments on the draft work items and quantities to CCWA within 24 hours of notice of emergency mobilization by CCWA in order that a Project Work Order can be issued.

Division 4

Specifications

Section 2: Work Assignment and Detail

3. Contractor shall commence work on-site within 24 hours of notice of emergency mobilization by CCWA. CCWA shall issue Project Work Order prior to or concurrently with the start of work.
- B. A Project Work Order will be for work items that are in a common geographic location. A common geographic location may be considered a business/industrial park, city block or residential subdivision.
- C. Work of a Project Work Order shall be completed within the number of consecutive workdays mutually agreed to by the Contractor and the CCWA prior to the start of the work. Unless approved by the CCWA in advance, the Contractor shall not leave the work site to complete work for others.

2.3 Work Item Description

Work Items 1 – 6: METER INSTALLATION.

These work items are for the installation of water meters and $\frac{3}{4}$ inch and 1 inch copper tube (flared joints) service lines by direct taps on ductile iron pipe of various sizes, duo-stop saddles on 2 inch galvanized and plastic water mains, and 2" saddle taps and 2" hard copper tubing using Ridgid Pro Press fittings to serve 1 $\frac{1}{2}$ " and 2" meters. Ridgid Pro Press fittings will be provided by the CCWA; however, the contractor will be required to have the equipment available to install these fittings. Meter Installations in all sizes will also require the installation of a backflow prevention device and an Automated Meter Reading Radio. These work items may require the Contractor to build ALL 1 $\frac{1}{2}$ " to 12" meter/backflow assemblies to CCWA specifications (all materials supplied by the CCWA). Photographs of these completed assemblies will be provided to any contractor by appointment, by calling the Distribution & Conveyance Director at 770-960-5662. Some meter assemblies may be pre-assembled by CCWA for installation by the Contractor (based on assembly inventory).

Water meter settings are controlled by meter application work orders for each service address to be served. All pertinent information is to be entered on the application by the installer. Work scheduling and priorities of the various applications will be determined by Clayton County Water Authority; the installer shall schedule his work effort in accordance with this schedule.

No volume of work can be guaranteed by Clayton County Water Authority, meter workload varies seasonally, and the successful proposer will assist Clayton

Division 4

Specifications

Section 2: Work Assignment and Detail

County Water Authority's own crews on meter installation by installing meters on an "As Needed – When needed" basis. Clayton County Water Authority currently contracts 100% of new meter installations.

Clayton County Water Authority will furnish all materials, which become part of the meter installation. The Contractor will furnish all labor, equipment, tools and incidentals necessary to perform the work. The Contractor will sign for all materials issued to him for the performance of the work and shall account for and be responsible for all such materials.

Meters will generally be installed after the streets are paved when construction begins for the applicant to be served and will generally be a mix of "long-side" and "short-side" meters. The long-side services to be bored-pushed-or punched under the road by an acceptable method. A portion of the installations will be a 1" service line using a yoke to place 2 meters serving adjoining lots. All meters must be installed perpendicular to the roadway. The Contractor performing the work shall restore the public Right-of-Way or any private property to its original condition (relay sod removed for installation, rake area to be reseeded, etc.). Developers in Clayton County are given the option of pre-stubbing water service line and meter boxes. There is a pay item in the proposal for work required to install only a meter and backflow device on these pre-stubbed service lines. Any work outside of this scope will be treated as a normal installation (Examples: Excavation to find stub will be paid as a short side installation and any work requiring re-boring will be paid as a long side installation).

In new developments some service line within cul-de-sacs or "eyebrows" are pre stubbed and placed beneath the curb for protection until a meter is purchased. There is a line item for the work involved to locate this pre stub, extend the service line to the proper location, and install the meter/backflow device/radio.

Water meters are to be placed where they have been pre-marked by the Clayton County Water Authority Supervisor in charge of the work. No changes in location, installation methods or materials are permissible without the prior written approval of Clayton County Water Authority.

Work Item 7: PREMIUM CHARGE FOR WORK REQUIRING THE REMOVAL OF ASPHALT ROADWAY.

This work item is for the removal of asphalt as may be required for the installation of meters and/or service line renewals. The CCWA may elect to (or assign

Division 4

Specifications

Section 2: Work Assignment and Detail

sawing under this contract as identified in a subsequent line item) have the asphalt roadway saw cut, furnish gravel (material only – contractor to haul). The Contractor must be responsible for disposing of all debris at no cost to CCWA in an appropriate manner at a dump site provided by the Contractor. The Contractor shall temporarily restore the roadway with a gravel topping and provide flagmen for traffic control. All paving will be performed by the CCWA.

Work Items 8 – 9: PREMIUM CHARGE FOR INSTALLATIONS REQUIRING BORE UNDER ROADWAYS WIDER THAN 30’.

These work items are for installations requiring boring of roadways 31’– 60’ wide. Any bore of roads over 60’ wide will be paid at the per hour cost as identified in a subsequent line item in this proposal.

Work Items 10 – 13: METER SERVICE LINES RENEWED.

These work items are for the replacement of plastic and galvanized steel service lines from the water main to the meter. The majority of these service lines will be long-side services. This work is pre-scheduled on an area-wide basis and depending on the size of the area, could approximate a customer service area of several hundred. All the service area would be contiguous and compact. All service renewals for 1 ½” and 2” services will be accomplished using hard copper tubing and all fittings will be Ridgid Pro Press. These Ridgid Pro Press fittings will be provided by the CCWA; however, the contractor will be required to have the equipment available to install these fittings. The contractor shall be responsible for any damage or stopping up of the customer’s facilities for a period of 10 days. All service line renewals will require the installation of a backflow prevention device. The CCWA may require that a new meter be installed during this process (if required the contractor will provide meter change out information as required by the Authority and outlined in this document under meter replacements).

Two types of work are involved, digging up the service line to determine whether it is plastic, galvanized or copper, and the replacement of all lines except copper tube. There are two pay items: (1) Checked – (dug up to verify type) and (2) Renewed – (replacement of the service line and water meter).

The same conditions of work apply as for meter installation. Clayton County Water Authority will furnish any materials, which become a part of the installation. The Contractor will furnish all labor, equipment and incidentals necessary to perform the work. Special care shall be required to ensure the Right-of-Way

Division 4

Specifications

Section 2: Work Assignment and Detail

adjoining the customer's property is left in the same condition as before the work was performed.

Work Items 14 – 17: RELOCATION OF WATER METERS.

These work items are for relocation of water meters (5/8" – 2") due to road widening and/or sidewalk installations by the Georgia D.O.T. or the Clayton County Department of Transportation and Development. This work will require the relocation of the meter, and attached appurtenances, in a straight line from the original location. This relocation will generally be 10' or less. In the event that meters must be relocated more than 10' a premium will be paid for relocations up to 25'. All relocations for 1 1/2" and 2" services will be accomplished using hard copper tubing and all fittings will be Ridgid Pro Press. These Ridgid Pro Press fittings will be provided by the CCWA; however, the contractor will be required to have the equipment available to install these fitting. Relocations over 25' in length will be paid on an hourly basis at the hourly rate as identified in a subsequent line item. This relocation will also require reconnection to the customer's service line. All materials will be provided by the CCWA. The Contractor will sign for all materials issued to him for the performance of the work and shall account for and be responsible for all such materials and will be liable to the CCWA for any unaccountable materials issued to the Contractor. The same conditions of work apply as for meter installation. Clayton County Water Authority will furnish any materials, which become a part of the installation. The Contractor will furnish all labor, equipment and incidentals necessary to perform the work. Special care shall be required to ensure the Right-of-Way adjoining the customer's property is left in the same condition as before the work was performed.

Work Item 18: RELOCATION OF VARIOUS WATER APPURTENANCES.

This work item is for the relocation of various Water Distribution Appurtenances (examples: Hydrants, Air Relief Valves, 3" – 12" Meters and/or Fire connections, etc.) under this contract. This work will be paid on a price per unit cost that will include labor, equipment, supervision, and any other incidental costs associated with these activities. This work will generally require a 3-4 person crew, backhoe, crew truck, etc. All work shall conform to the [CCWA Standard Specifications](#) for Water Distribution Systems (a copy of which can be viewed and/or downloaded at www.ccwa.us under "Work With Us" – "Engineers/Developers" – "Developer Information". Rebuilding of Meter vaults associated with this work will be

Division 4

Specifications

Section 2: Work Assignment and Detail

assigned under a separate contract. Any work such as sawing, removal of asphalt/concrete, placement of plates, and D.O.T flagging will be paid in addition to the per hour rate at the process identified in this proposal.

The same conditions of work apply as for meter installation. Clayton County Water Authority will furnish any materials, which become a part of the installation. The Contractor will furnish all labor, equipment and incidentals necessary to perform the work. Special care shall be required to ensure the Right-of-Way adjoining the customer's property is left in the same condition as before the work was performed.

Work Items 19 – 20: ASPHALT/CONCRETE SAWING.

These work items are for sawing asphalt and concrete up to 12" thick. All roadway cuts must be saw cut (no jackhammer cuts will be permitted). CCWA reserves the right to use the current awarded Contractor to perform this work.

Work Item 21: PLACEMENT OF STEEL PLATES.

If required, CCWA will provide the steel plates and cold mix asphalt, as well as transportation of the materials to the jobsite. This work item is for unloading and placing the plates over the excavation, securing the plates to the roadway with pins, and the placement of cold mix asphalt around all exposed edges of the plates to create a ramp effect. The pins will be provided by the contractor (ex – 3/4" steel piping). The Contractor will drill the pins in place (2 per plate) and secure the pins in a fashion to prevent damage to private vehicles. The Contractor shall accept responsibility for all damages to private vehicles associated with steel plates and will be required to settle any claims in an expeditious manner. Failure to do so may result in settlement by the CCWA and require the Contractor to reimburse the CCWA for all related expenses. The CCWA reserves the right to deduct this reimbursement from future payments to the Contractor for work performed.

Work Item 22: TRAFFIC CONTROL ON D.O.T. ROADWAYS.

This work item is for payment per site for traffic control/flagging when the work assigned is located within a Department of Transportation (D.O.T.) controlled roadway and will require D.O.T. approved traffic control devices, and D.O.T. approved flaggers as needed. All flagging and traffic control operations will be per all applicable Federal, State, and/or Local Rules, Regulations, and

Division 4

Specifications

Section 2: Work Assignment and Detail

requirements. The Contractor will be required to furnish any equipment necessary to comply with this pay item. The CCWA may also require, and will pay the contractor accordingly, this traffic control on non-D.O.T. roadways.

Work Items 23 – 32: REPAIR OF 1 ½” to 12” WATER METER ASSEMBLIES.

These work items are for the repair of aging 1 ½” and 12” water meters. The Contractor shall build the meter/backflow assembly to CCWA specifications (all materials supplied by the CCWA). Photographs of these completed assemblies will be provided to any contractor by appointment, by calling the Distribution & Conveyance Director at 770-960-5662. The Contractor shall be responsible for coordinating the meter repair with the account holder and the CCWA. At times this work will have to be accomplished during evening or weekend hours, and no additional payment will be made for these instances. The Contractor shall reconnect these repaired meters to the customer’s service line which may require that the customer’s service be located, shortened, or otherwise modified to accomplish this task.

Upon completion of the repair of each device the Contractor shall perform a test of the Backflow Device per Industry Standards. This test must be completed by a Georgia EPD certified Backflow Prevention Assembly Tester. If using a subcontractor to perform these tests, please identify the person(s) that will be performing these tests, as well as their certification number, in the Subcontractor section of your submittal. The results of these tests shall be entered on a CCWA supplied form, signed by a certified tester, and returned to the CCWA Backflow Prevention Coordinator on the following business day.

In the event that the CCWA Service Line serving these meters needs to be replaced in conjunction with this activity an additional payment will be made for this under the line items, based on line size, under the line item Meter Service Lines renewed section (long side or short side). Additional payment may also be made as required during this activity for sawing, steel plate placement, and traffic control, or other line items, with prior written approval by the CCWA Staff. The contractor will be required to document all pertinent information regarding meter numbers, meter reading, register numbers, AMR ID numbers, backflow type and serial number, and meter location measurements during this activity for the new meter as well as the meter being replaced. This information will be entered on a CCWA provided paper form and shall be returned to the CCWA staff member overseeing this project on the next business day.

Division 4

Specifications

Section 2: Work Assignment and Detail

The same conditions of work apply as for meter installation. Clayton County Water Authority will furnish any materials, which become a part of the installation. The Contractor will furnish all labor, equipment and incidentals necessary to perform the work. Special care shall be required to ensure the Right-of-Way adjoining the customer's property is left in the same condition as before the work was performed.

Work Item 33: TESTING OF BACKFLOW PREVENTION DEVICES ON EXISTING METERS.

This work item is for Testing of backflow prevention devices on existing 5/8" – 8" meters.

Under this line item the Contractor shall perform a test of the Backflow Device per Industry Standards. This test must be completed by a Georgia EPD certified Backflow Prevention Assembly Tester. If using a subcontractor to perform these tests please identify the person(s) that will be performing these tests, as well as their certification number, in the Subcontractor section of your submittal. The results of these tests shall be entered on a CCWA supplied form, signed by a certified tester, and returned to the CCWA Backflow Prevention Coordinator on the following business day.

The Contractor shall be responsible for any damage to, or stopping up of the customer's facilities, for a period of 10 days.

Work Items 34 – 36: WATER MAIN EXTENSION.

These work items are for the extension of 6" thru 12" water mains. These work items require the Contractor to install water mains to CCWA specifications (all material supplied by CCWA). Contractor shall be responsible for coordinating the water main extension with all the account holders and the CCWA. At times this work will have to be accomplished during evening or weekend hours and no additional payment will be made for these instances. The Contractor to furnish all labor, equipment and incidentals necessary to perform the work. Special care shall be required to ensure the Right-of-Way adjoining the customer's property is left in the same condition as before the work was performed.

Work Items 37: CONNECT FITTINGS.

Division 4

Specifications

Section 2: Work Assignment and Detail

These work items are for the connection of fitting to Distribution system (fire hydrates, fittings, and valves). These work items require that the Contractor install to CCWA specifications (all Materials supplied by the CCWA). The Contractor to furnish all labor, equipment and incidentals necessary to perform the work. Special care shall be required to ensure the Right-of-Way adjoining the customer's property is left in the same condition as before the work was performed.

Work Items 38 – 50: REPLACEMENT OF 1 ½" to 12" WATER METER ASSEMBLIES.

These work items are for the replacement of aging 1 ½" and 12" water meters. These work items require that the Contractor build the meter/backflow assembly to CCWA specifications (all materials supplied by the CCWA). Photographs of these completed assemblies will be provided to any contractor by appointment, by calling the Distribution & Conveyance Director at 770-960-5662. The Contractor shall be responsible for coordinating the meter replacement with the account holder and the CCWA. At times this work will have to be accomplished during evening or weekend hours and no additional payment will be made for these instances. The Contractor will be required to reconnect these replaced meters to the customer's service line which may require that the customer's service be located, shortened, or otherwise modified to accomplish this task.

Upon completion of the replacement of each device the Contractor shall perform a test of the Backflow Device per Industry Standards. This test must be completed by a Georgia EPD certified Backflow Prevention Assembly Tester. If using a subcontractor to perform these tests, please identify the person(s) that will be performing these tests, as well as their certification number, in the Subcontractor section of your submittal. The results of these tests shall be entered on a CCWA supplied form, signed by a certified tester, and returned to the CCWA Backflow Prevention Coordinator on the following business day.

In the event that the CCWA Service Line serving these meters needs to be replaced in conjunction with this activity, an additional payment will be made for this under the line items, based on line size, under the line item Meter Service Lines renewed section (long side or short side). Additional payment may also be made as required during this activity for sawing, steel plate placement, and traffic control, or other line items, with prior written approval by the CCWA Staff. The Contractor will be required to document all pertinent information regarding meter

Division 4

Specifications

Section 2: Work Assignment and Detail

numbers, meter reading, register numbers, AMR ID numbers, backflow type and serial number, and meter location measurements during this activity for the new meter as well as the meter being replaced. This information will be entered on a CCWA provided paper form and shall be returned to the CCWA staff member overseeing this project on the next business day. The old meter/backflow device shall be returned to the CCWA upon completion of the project.

The same conditions of work apply as for meter installation. Clayton County Water Authority will furnish any materials, which become a part of the installation, the Contractor to furnish all labor, equipment and incidentals necessary to perform the work. Special care shall be required to ensure the Right-of-Way adjoining the customer's property is left in the same condition as before the work was performed.

END OF SECTION

Division 4

Specifications

Section 3: General Requirements

3.1 General

- A. This section describes unique 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 CCWA shall not be responsible or compensate the Contractor for the damage to and/or loss of Contractor's equipment as result of the work.

3.2 Site Work

- A. Work on a site shall be allowed Monday through Friday from 7:30 am to 6:00 pm; other times may be allowed by CCWA permission only.
- B. The 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.
- 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.

3.3 Acceptance

- A. A CCWA Inspector shall inspect all components of work for compliance with the Contract. The Contractor shall, at all times, permit and facilitate inspection of work by the CCWA. The presence of a CCWA Inspector or other CCWA staff on the site of work shall not be construed to, in any manner, relieve the Contractor of their responsibility for strict compliance with the Contract. The CCWA Inspector shall inform the Contractor when work is deficient from the Contract. Deficiencies shall be addressed in a timely manner as determined by the CCWA Inspector.
- B. Final Acceptance of the work by the CCWA shall be when the Contractor has met all terms and conditions as set forth by the Contract. The date of Final

Division 4

Specifications

Section 3: General Requirements

Acceptance shall be no later than the date the CCWA approves the Contractor's final request for payment. Where applicable, Final Acceptance shall be written, signed and dated by the CCWA.

All requests for payments, meter change out information, and other documentation must be provided in electronic form using Microsoft Office Software. The CCWA may also require these documents to be transmitted via E-mail. The Contractor will be required to complete the installation of meters within 10 days of assignment and also must complete and return all meter change out and/or meter applications within 4 calendar days of the completion of the work (exceptions will be made only due for circumstances beyond the control of the CCWA). The CCWA will require that all requests for payments be submitted via a Microsoft Excel spreadsheet outlining all pertinent information as decided by the Authority. The CCWA has implemented a software/hardware program to assign new meter installations to the Contractor. This program will require the Contractor to use hardware/software to electronically capture meter/radio information along with transmitting the information back to the CCWA electronically at the end of each business day. Any CCWA owned hardware assigned to the contractor for use under this contract will remain the property of the CCWA and will require a signed agreement from the Contractor stating their responsibility to replace (or reimburse the CCWA for the replacement of) the hardware in the event of loss or damage. The Contractor, as well as employees responsible for day-to-day crew operations, will be required to attend training sessions provided by the CCWA on the proper operation of the hardware and software. The CCWA will also require the vendor to sign a non-disclosure statement as we are required to take "reasonable care" of the software product.

The Contractor shall be responsible for all arrangements and costs necessary to provide for the proper disposal of materials removed during work performed under this contract. The disposal site must be licensed to accept such materials and must be approved by the CCWA prior to commencement of the work. The CCWA reserves the right to obtain copies of dumping manifests, receipts, etc. at any time during this contract to confirm that debris is being disposed of in the proper manner.

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)