
 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	CCWA Headquarters Site Reconfiguration	
	ADDENDUM # 2	
	DATE	January 27, 2022
	BID NUMBER	2021-PME-25
BID OPENING DATE	Tuesday, March 1, 2022, 2:00 p.m. local time	


RFB VOLUME 1 (RFB) REVISIONS:

For all changes summarized below, revised pages of the RFB are provided as an attachment to this Addendum.

1. In the RFB: Division 00, Section 00 01 10 Table of Contents was updated to correct Section 32 14 13 to Section **32 46 14**.
2. Revisions were made to extend the deadline for the asking questions, issuance of final addendum, and bid opening. The changes include:
 - a. In the Request for Bid (RFB): Division 00, Section 00 11 16 - Advertisement for Competitive Sealed Bid, make the following changes:
 - i. In the sentence: "Separate sealed Bids for the construction of CCWA HEADQUARTERS SITE RECONFIGURATION will be received by the Clayton County Water Authority (CCWA) at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m. local time, the 1st day of February 2022, and then at said office opened and read aloud," change to "Separate sealed Bids for the construction of CCWA HEADQUARTERS SITE RECONFIGURATION will be received by the Clayton County Water Authority (CCWA) at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m. local time, the **1st day of March 2022**, and then at said office opened and read aloud."
 - ii. In the sentence: "join the bid opening conference call on February 1, 2022, at 2:00 p.m., use the Microsoft Teams link or below call-in number:" change to "join the bid opening conference call on **March 1, 2022**, at 2:00 p.m., use the Microsoft Teams link or below call-in number:"
 - iii. In the sentences: "Any questions that are asked at the Site Visit or Pre-Bid Conference must be submitted in written format via email to (lhenderson@intse.com) no later than January 24, 2022, at 2:00 p.m. The last addendum will be issued no later than January 27, 2022, at 2:00 p.m." change to "Any questions must be submitted in written format via email to (lhenderson@intse.com) no later than **February 21, 2022**, at 2:00 p.m. The last addendum will be issued no later than **February 24, 2022**, at 2:00 p.m."

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- iv. In the sentence: “All questions related to the Project shall be submitted by email no later than 2:00 p.m., local time, on Monday, January 24, 2022 to Lisa Henderson at lhenderson@intse.com.” change to, “All questions related to the Project shall be submitted by email no later than 2:00 p.m., local time, on **Monday, February 21, 2022** to Lisa Henderson at lhenderson@intse.com”
- b. In the Request for Bid (RFB): Division 00, Section 00 21 13, Instructions to Bidders, make the following changes:
- i. In the Sentence: “Bids will be received by the Clayton County Water Authority (herein called the “Owner”), at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m., local time, 1st day of February 2022. The name of the bidding firm and the total base bid will be read aloud.” change to “Bids will be received by the Clayton County Water Authority (herein called the “Owner”), at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m., local time, **1st day of March 2022**. The name of the bidding firm and the total base bid will be read aloud.
 - ii. In Article 1.09 (A) in the sentence: “No interpretations of the meaning of the Contract Documents will be made orally to any Bidder. Every request for such interpretations should be made in writing and addressed to Lisa Henderson at lhenderson@intse.com. To be given consideration, such requests must be received by 2:00 p.m. on January 24, 2022, to permit written distribution of the response to all Bidders”, change to, “No interpretations of the meaning of the Contract Documents will be made orally to any Bidder. Every request for such interpretations should be made in writing and addressed to Lisa Henderson at lhenderson@intse.com. To be given consideration, such requests must be received by 2:00 p.m. on **February 21, 2022**, to permit written distribution of the response to all Bidders.”
3. In the RFB: Division 00, Section 00 41 00 Bid Form and Section 00 52 00 Agreement, unit price bid items #040 through #064 were renumbered as items #041 through #065.
4. In the RFB: Division 00, Section 00 41 00 Bid Form and Section 00 52 00 Agreement, an additional unit price bid item has been added: **#040 Black, Powder Coated, Decorative Aluminum Fence (6-foot)**.


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5. In the RFB: Division 00, Section 00 41 00 Bid Form, Item #039 Black, Polycoated Chain Link Fence (6-foot) quantity has been updated from 2,321 LF to **1,940 LF**.
6. In the RFB: Division 00, Section 00 41 00 Bid Form and Section 00 52 00 Agreement, Unit Price Item #018 Washed 57 Stone for Pavers (39-inches) has been updated to match manufacturer detail to Item **#018 ASTM No. 2 Stone Under Pavers (39-inches)**.
7. In the RFB: Division 00, Section 00 41 00 Bid Form and Section 00 52 00 Agreement, Unit Price Item #019 Crushed Stone Cap layer for pavers (4-inches) has been updated to match manufacturer detail to Item **#019 ASTM No. 57 Stone Under Pavers (4-inches)**.
8. In the RFB: Division 00, Section 00 41 00 Bid Form and Section 00 52 00 Agreement, Unit Price Bid Item #020 Sand Base for Pavers (4-inches) has been changed to match manufacturer detail to item **#020 ASTM No. 8 Stone Bedding Layer (2-inches)**. The nominal depth of the stone has been changed from 4-inches to **2-inches** and the quantity has been updated to reflect change.

RFB VOLUME 3 (PLANS) CHANGES:

For all changes summarized below, revised plans are provided on ISE's website (www.intse.com).

1. C002 – Summary of Quantities:
 - i. Electrical items previously added to lump-sum on Bid Form that were not removed in this sheet, have been removed.
 - ii. Additional time now at #040 "Black Polycoated Aluminum Fence (6-foot)" added and quantities renumbered to match Bid Form.
 - iii. Item #018, #019, #020 have been changed to an ASTM stone size to reflect manufactures detail (sheet C702).
 - iv. Item #020 nominal depth has changed from 4-inches to 2-inches to reflect manufactures detail (Sheet C702). Quantity in TONS updated to reflect this change.
2. C202 – Proposed Visitor Parking:

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- i. Site plan legend has been updated to show the line type for proposed and existing Decorative Aluminum Fence.
- ii. Line type updated in plan to show the location of the Decorative Aluminum Fencing.

QUESTIONS:

1. Does there need to be a line item on the Bid Form for the following items:

- **General Conditions**

Items normally included in the general conditions are bonding, insurance, permits, Shop Drawings, Mobilization/Demobilization etc. Please refer to items 3.01 “Bid Item 1 - Lump Sum Bid Schedule” on the bid form. Items that typically are considered in general conditions that are NOT included in 3.01 above, will be considered incidental to the project.

- **33.4001 T.V. Inspection of Storm Drainage Piping**

T.V. Inspection of Storm Drainage Piping will be incidental to item #014 “42-inch (RCP) Storm Pipe”. After placement the storm pipe is to be televised and inspected.

- **31.2316 Trench Excavation and Backfill**

Trench excavation will be incidental to the item the trench is being prepared for such as Storm pipe, Electrical etc.

- **03.0100 Concrete Repair and Rehabilitation**


Concrete Repair and Rehabilitation will be incidental to the project. Any existing concrete surfaces damaged throughout construction activities must be replaced in kind.

- **04.2113 Brick Masonry Units**

Specification has been included to describe Brick Masonry Construction, if such becomes required on site during construction the use of brick masonry units will be subject to this specification.

- **04.4100 Concrete Masonry Unit**

Specification has been included to describe Concrete Masonry Construction, if such becomes required on site during construction the use of concrete masonry units will be subject to this specification.

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- **09.9000 Painting and Coatings**

Painting and Coatings are incidental to the item being painted and/or coated i. e. handrails & fences.

- **33.4413 Drainage Structures**

This section covers several bid items see some items listed below:

- #010 “Reconstruct Existing Inlet Structures”
- #011 “6-Foot Diameter, Precast Storm Outlet Structure”
- #012 “6-Foot Diameter, Precast Storm Junction Box
- #013 “42-inch Headwall”
- #015 “HDPE Junction Boxes”

- **Catch Basins**

See section 33 44 13 - Drainage Structures above

- **Curb Inlets**

See Section 33 44 33 - Drainage Structures above

- **Repair & Replace Fence?**


Reference Line item #039 “Black, Polycoated Chain Link Fence (6-foot tall) & add line item **#040 Black, Powder Coated, Decorative Aluminum Fence (6-foot).**

2. Please clarify who is responsible for the Retaining Wall #21 AND #23 (D.O.T.) shown on C200?

The Georgia Department of Transportation is responsible for Wall #21 (D.O.T.) & Wall #23 (D.O.T.).

3. Please clarify the Scope of responsibility for the proposed entrances from Battle Creek Road?

The approved bidder (CCWA Contractor) is responsible for coordination with the GDOT Contractor for Battle Creek Road (i.e., CW Matthews). The CCWA Contractor will be required to construct the driveway to tie into the point where the GDOT Contractor for Battle Creek Road ends their work. Each driveway(s) tie-in must be smooth, continuous and with no gaps in connectivity.

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4. Will the Contractor be responsible for the permit fees?

Yes, the contractor is responsible for all permits needed to complete the work. CCWA will assist with permitting to expedite and also seek a fee waiver, if applicable. Permit fees should be included in Bid Item 1.4.

5. I discovered that there is not a section for 32.1413 Permeable Pavers in the specifications, is this a mistake?

The table of contents has the wrong number and has been updated to show the correct number for that section which is **“32 46 14”**.

6. There is line item 018 for Washed 57 Stone for Pavers (39-inches) that I do not understand?

This item is referring to the depth and material size of the washed stone beneath the pavers used for water storage under the pavers. This item in the bid form has been changed in Addendum #2 to match the stone size and type in the Construction Detail on page C702.

7. Retaining wall substitution to manufacturer Rockwood Retaining Walls, Product “Classic 8” Blocks instead of the Allan Block Fieldstone Collection.

This product will be an acceptable substitute to the specified product; however, prior to ordering the components, CCWA will need to approve the style, look, and color options.

Acknowledgment of receipt of this addendum must be signed and included in your submittal response.	
COMPANY NAME	
SIGNATURE	
DATE	

**SECTION 00 01 10
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END OF SECTION

CCWA approved: 02/01/2021

SECTION 00 11 16
ADVERTISEMENT FOR COMPETITIVE SEALED BID

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

Name of Project: **CCWA HEADQUARTERS SITE RECONFIGURATION**

Separate sealed Bids for the construction of **CCWA HEADQUARTERS SITE RECONFIGURATION** will be received by the Clayton County Water Authority (CCWA) at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m. local time, the **1st day of March 2022**, and then at said office opened and read aloud. Any bids received after the specified time will not be considered.

A Mandatory Site Visit is required of all Bidders. Site visits must be scheduled with Engineer, Integrated Science and Engineering, by email lhenderson@intse.com or phone 678-552-2106 no later than January 24, 2022. Site visits will be held during the week of January 17, 2022 and on Monday January 24, 2022, and will be scheduled in time blocks such that several prospective bidders can visit the site on the same day to minimize trips and disruptions. Each Bidder shall be limited to a maximum of 2 visitors during the Site visit. If a Bidder cannot, for reasons outside of their control, attend during the week of January 17, 2022 and on Monday January 24, 2022, they will need to contact the Engineer directly for other availability. Site visits must be scheduled with the Engineer, and Bids will not be accepted from Bidders who do not schedule and attend a mandatory site visit.

As part of the effort to maintain the health and safety of CCWA personnel – as well as visitors – CCWA has put in place the following procedures, practices and protocols:

- A: Visitor(s) to the site are required to provide and wear their own face mask/covering while entering any structures. Face masks/covering are recommended but not required while outside unless the Visitors are unable to socially distance of at least six (6) feet during the visit.

- B: There should not be a need to enter any facilities; however, if the need arises, the visitor shall complete the COVID-19 Health Assessment via DOCS Health Works. Instructions for completing the COVID-19 Health Assessment will be provide separately, if needed.

Each Bidder should conduct their site visit prior to the Pre-Bid Conference Call if possible, which will be held on January 18, 2022, at 2:00 p.m. Attendance at the pre-bid conference is encouraged but not required. Due to the ongoing concerns with the COVID-19 pandemic, the CCWA has decided to host the bid opening and the pre-bid conference as Teams meetings.

To join the pre-bid conference call on January 18, 2022, at 2:00 p.m., use the Microsoft Teams link or below call-in number:

[Join Pre-Bid Microsoft Teams Meeting, Click Here](#) , or

Phone number: 678-552-2106, Conference Extension: 9000

To join the bid opening conference call on **March 1, 2022, at 2:00 p.m.**, use the Microsoft Teams link or below call-in number:

[Join Bid Opening Microsoft Teams Meeting, Click Here](#) , or

Phone number: 678-552-2106, Conference Extension: 9000

Any questions that are asked at the Site Visit or Pre-Bid Conference must be submitted in written format via email to (lhenderson@intse.com) no later than **February 21, 2022 at 2:00 p.m.** The last addendum will be issued no later than **February 24 2022, at 2:00 p.m.**

The Project includes, but is not limited to, the following:

- A: Coordination and permitting with GDOT contractor (CW Matthews) on the current project under construction (Battlecreek Road Re-alignment), all work must be coordinated with this project using GDOT standard procedures.
- B: Reconfiguration of the visitor parking lot and drive including drop off lane for conference room, install pervious paver parking spaces, ADA Handicap spaces and ramp with handrails, and retaining walls less than 5 feet tall.
- C: Enlarging the existing storm water management facility located between the employee parking and the secure storage yard and enhancing existing swales along employee parking to provide water quality and detention for the CCWA campus.
- D: Installing/relocating black chain link boundary fence, installing swing gates/slide gates at employee entrances including lower storage yard drive entrance and at the internal secured storage yard entrances. This item includes the necessary electric components to ensure secure entry for:
 - 1. Employee parking – 2 swing gates, card entry, auto exit detection.
 - 2. Lower storage yard – 1 swing gate, card entry, auto exit detection.
 - 3. Secure storage yard – 1 sliding gate, 1 swing gate, card entry, auto exit detection
 - 4. Provide all necessary components and ensure all components are compatible with existing security software system.
- E: Provide a service line for dewatering container with a water proof quick connect.
- F: Replace the existing storm outfall line with 42-inch RCP and tie into new lined swale associated with the Battlecreek Road Realignment project currently under construction.
- G: Mill, pave, and stripe employee parking, add landscape islands and striping per plans
- H: Relocate and install internal security light poles.
- I: Other items as detailed in the Construction Plans, Details and Specifications prepared by Integrated Science and Engineering.

The Bidding Documents, consisting of Advertisement for Competitive Sealed Bid, Instructions to Bidders, Bid Form, Bid Bond, Construction Contract, Performance Bond, Payment Bond, General and Supplementary Conditions, Specifications, Drawings, and Addenda may also be examined at the main offices of the Owner at 1600 Battle Creek Road, Morrow, Georgia 30260.

Copies of Bidding Documents are available at www.intse.com upon payment of **\$25.00**, nonrefundable, for download and printing access. All Bidders are required to purchase a set of the Bidding Documents. All payments will be made via check or money order. No partial sets will be sold. Hard copies of Bidding Documents are the responsibility of the Bidders.

By purchasing the Bidding Documents, purchaser agrees to allow company information (company name, address, phone and email) to be published as a "plan holder". The Owner is not obligated to consider a Bid if Bidder is not on record with ISE as having received a complete set of Bidding Documents from ISE.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid Security as prescribed in the Instructions to Bidders, payable to the Owner in an amount not less than 5 percent of the Bid Amount, and a letter from a surety company stating they are licensed to conduct business in the State of Georgia. Failure to supply the bond or to sign the bid document will be grounds for rejection.

In order to perform public work, the Bidder and/or any Subcontractors that would be involved in the underground work or confined space entry shall hold a Utility Contractor's License in Georgia at the time the Bid is made. Bidding firms must include the Utility License Contractor Number(s) on the outside of the envelope submitted with the bid. All firms must be licensed in Georgia and have a registered agent in Georgia.

All questions related to the Project shall be submitted by email no later than 2:00 p.m., local time, on **Monday, February 21, 2022** to Lisa Henderson at lhenderson@intse.com. Questions, if answered, will be addressed by Addenda to the Contract Documents via the Georgia Procurement Website. Receipt of any Addenda or amendment to this Advertisement for Bids shall be acknowledged, in writing, and shall be submitted with the Bid.

Owner shall make an award, if an award is made, to the lowest responsible responsive Bidder.

The successful Bidder will be required to furnish the additional Bonds and Insurance requirements prescribed in the Contract Documents. Owner's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Dated this 22th day of December 2021,

Clayton County Water Authority

Mr. Robin Malone, Chair.

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

1.01 Instructions

- A. Bids will be received by the Clayton County Water Authority (herein called the “Owner”), at 1600 Battle Creek Road, Morrow, Georgia 30260 until 2:00 p.m., local time, **1st day of March 2022**. The name of the bidding firm and the total base bid will be read aloud.
- B. Each Bid must be submitted in a sealed envelope, addressed to the Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia 30260.
- C. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the CCWA Headquarters Site Reconfiguration, and the envelope should bear on the outside the name and address of the Bidder, and the Bidder’s Utility Contractors license number and/or Subcontractor’s Utility License Number. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at 1600 Battle Creek Road, Morrow, Georgia 30260.
- D. The Owner may reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and Bidder.
- E. The Advertisement for Competitive Sealed Bids is incorporated by reference as if fully set out herein.

1.02 Defined Terms

- A. Terms used in these Instructions to Bidder have the meanings assigned to them in the General Conditions.
- B. Certain additional terms used in the Bid Documents have the meanings indicated below which are applicable to both the singular and plural thereof:
 - 1. Bidder: One who submits a Bid to Owner as distinct from a sub bidder, who submits a Bid to a Bidder. Throughout these Bidding Documents, the words Bidder and Bid will be used interchangeably with the terms Proposer and Proposal.
 - 2. Apparent Low Bidder: That Bidder whose Bids, as offered in the Bid Form, represent the lowest total as determined by the Base Bid.
 - 3. Total Base Bid Price: Includes Bid for the Lump Sum Work plus extended total for Unit Price Work and the Allowances.
 - 4. Successful Bidder: Lowest, responsible responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

CCWA approved: 03/04/2021

1.03 Copies of Bidding Documents

- A. Copies of Bidding Documents are available at <http://www.intse.com> upon payment of \$25.00, nonrefundable, for download and printing access. All Bidders are required to purchase a set of the Bidding Documents. All payments will be made via check or money to Integrated Science & Engineering (ISE). No partial sets will be sold. Bidders will be required to set up an account with ISE in order to access the Bidding Documents. Contact ISE at 678-552-2106 or lhenderson@intse.com for assistance with navigating the website and digital project information. Hard copies of Bidding Documents are the responsibility of the Bidders.
- B. By purchasing the Bidding Documents, purchaser agrees to allow company information (company name, address, phone and email) to be published as a “plan holder”. The Owner is not obligated to consider a Bidder's bid if Bidder is not on record with ISE as having received a complete set of Bidding Documents from ISE.
- C. Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- D. Bidding Documents made available on the above terms are only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

1.04 Pre-Bid Conference and Site Visits

- A. A non-mandatory pre-bid conference will be held at the time and location indicated in Section 00 11 16 Advertisement for Competitive Sealed Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- B. A mandatory site visit will be held at the times and location indicated in Section 00 11 16 Advertisement for Competitive Sealed Bid. Representatives of Engineer will be present to sign-in Bidders and provide a general tour of the Site. Each Bidder shall be limited to a maximum of 2 visitors during the Site visit. Bids will not be accepted from Bidders who do not attend the mandatory site visit. It is each Bidder's responsibility to sign in at the site visit to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid.
- C. Engineer will transmit to prospective Bidder of record such Addenda as Engineer considers necessary in response to questions arising during the conference. Oral statements may not be relied upon and will not be binding or legally effective.

1.05 Preparation of Bid

- A. All Bids must be made on the separate Bid form furnished with these Contract Documents. Do not write on or remove pages from the Specification book. All blank spaces for Bid

prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

- B. Bid prices must be written in both words and numerals where required; in the event of a conflict, the words shall govern.
- C. The cash allowances represent the Owner's estimate of the cost of the various products and services listed in the Bid Form as Cash Allowances. The Contract Price will be adjusted by Change Order to reflect the actual cost.
- D. Bids signed for a corporation shall have the correct corporate name thereof as listed with the Office of the Secretary of State of Georgia and shall be executed by the president, vice-president or other authorized officer of the corporation and attested by the secretary, assistant secretary, or other authorized officer of the corporation with the corporate seal affixed thereto. Bids by any other type of business entity shall be so executed as to bind that particular type of business entity to the full extent allowed under all applicable provisions of Georgia and United States law. A conditional or qualified Bid will not be accepted.
- E. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form. Failure to acknowledge receipt may cause Bid to be considered in nonconformance.
- F. The address and telephone number for communications regarding the Bid shall be shown.
- G. Bidder shall comply with the Bid Form requirement for identification of Manufacturers or Suppliers of certain equipment, product, or systems, where applicable.
- H. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Georgia. The Utility Contractor license number of the Bidder and/or any Subcontractor that would be involved in the underground work or confined space entry shall also be shown on the Bid Form.

1.06 Conditions of Work

- A. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner, Engineer, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the Site and for reading and being thoroughly familiar with the Contract Documents. A Bidder shall in no way be relieved from any obligation with respect to the Bid by the failure or omission of the Bidder to be so familiar.
- B. It is each Bidder's responsibility, before submitting a Bid, to:
 - 1. Examine thoroughly the Bid Documents and other related data identified in the Bid Documents.

2. Inspect the Site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work.
 3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
 4. Study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data.
 5. Promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in or between the Bid documents and such other related documents.
- C. Reference is made to the Supplementary Conditions for identification of:
1. Reports, if any, of explorations and tests of subsurface conditions at the Site which have been utilized by Engineer in preparation of the Bid Documents.
 2. Drawings, if any, of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Bid documents.
- D. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Article 5 of the General Conditions.
- E. Before submitting a Bid, each Bidder will be responsible to make or obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise and which may affect cost, progress, performance, or furnishings of the work and which Bidder deems necessary to determine its Bid.
- F. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- G. Reference is made to the General Requirements for identification of the general nature of work that is to be performed at the Site by Owner or others and that relates to work for which a Bid is to be submitted. On request, Owner will provide to each Bidder, for examination, access to or copies of contract documents (other than portions thereof related to price) for such work by others.
- H. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the work required by the Bid Documents and applying the specific means, methods, techniques, sequences, or procedures of

construction (if any) that may be shown or indicated or expressly required by the Bid Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bid Documents, and the written resolution thereof by Engineer is acceptable to Bidder; and that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and for preparing the Bid.

- I. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout performance of the work.

1.07 Reputation of Bidder

- A. The Owner may make such investigations as it deems necessary to further determine the ability of the Bidder and its Subcontractors to perform the work. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- B. To further demonstrate qualifications to perform the work, Bidder shall submit, within five days of Owner's request, written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below.
- C. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to Contract award.
- D. Nothing indicated herein will prejudice Owner's right to seek additional pertinent information as is provided in Award of Contract.
- E. License Requirements: In order to perform work, Bidder and/or any Subcontractors, that would be involved in underground work or confined space entry shall hold a Utility Contractors License (UCL) in Georgia at the time the bid is made, and the UCL must be written on the outside of the sealed envelope of each bid.
- F. Nonresident Bidders: Pursuant to Code of Georgia 48-13 the following shall be completed prior to Award:
 1. Register with Commissioner of Labor and pay fee.
 2. Execute and file with Commissioner of Labor, Bond worth 10 percent of Contract, conditioned that state and local taxes will be paid.
 3. Appoint, in writing, Secretary of State to be lawful agent upon whom all lawful process, proceedings or notices may be served.
 4. Comply with any and all other requirements of Georgia law applicable to nonresident contractors.
- G. Contractor Qualifications and Experience: The Bidder must satisfy to the reasonable satisfaction of the Owner that it possesses sufficient qualifications, experience and resources, including financial resources, to successfully perform all of its obligations under the Contract. Such experience and qualifications shall relate to both the Bidder and to any

individuals it proposes to assign to the Project. In addition to the Corporate Experience Form which must be executed, notarized, and submitted with its Bid, any Bidder shall also provide such other reasonable information as may be subsequently requested by Owner in order to evaluate whether or not the Bidder is qualified and responsible to perform the Contract (see Section 00 45 13 – Bidder's Qualifications).

1.08 Bid Security

- A. Each Bid must be accompanied by a Bid Bond payable to the Owner for five (5%) percent of the project Base Bid. In the alternative, Contractor may deposit with Owner a cashier's check, certified check or cash in an amount equal to five percent of the project Base Bid, said deposit made under the same conditions as the furnishing of a surety bond. Approval of the Bid Security by Owner shall be a condition precedent to the award of the Contract
- B. Attorneys-in-fact who sign Bid Bond or Payment Bonds and Performance must file with each Bond a certified and effective dated copy of their power of attorney.

1.09 Addenda and Interpretations

- A. No interpretations of the meaning of the Contract Documents will be made orally to any Bidder. Every request for such interpretations should be made in writing and addressed to Lisa Henderson at lhenderson@intse.com. To be given consideration, such requests must be received by 2:00 p.m. on **February 21, 2022** to permit written distribution of the response to all Bidders.

1.10 Material Suppliers and Subcontractors

- A. Upon execution of the Contract, Contractor shall submit to Owner the identity of all Subcontractors, Suppliers, and other person and organizations proposed for those portions of the work identified in paragraph 7.06. of the General Conditions. Information shall include an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization.
- B. If Successful Bidder declines to make a substitution of Subcontractor, Supplier, person, or organization acceptable to Owner, as required by paragraph 7.05 E. of the General Conditions, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions paragraph 7.05 B.

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1.11 MBE/WBE/DBE Participation

- A. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority, women and disadvantaged-owned businesses. Bidders are encouraged to solicit minority, women and disadvantaged-owned businesses whenever they are potential sources.
- B. 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, women and disadvantaged-owned businesses.
- C. The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at: <http://www.dot.ga.gov/PS/Business/DBE>
- D. The successful bidder will be asked to provide, along with his Request for Payment each month, a list of qualified MBE/WBE/DBE businesses utilized on this Project and dollar amounts of MBE/WBE/DBE contracts.

1.12 SLBE Participation

- A. 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.
- B. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting subcontractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible.
- C. See Section 00 43 39.02 SLBE Program – Discount.

1.13 Nondiscrimination

- A. No Bidder or Subcontractor, nor any person on its behalf, shall refuse to hire, employ, or license, nor bar or discharge from employment, any individual between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction, provided that individual is qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or for which he applies.

1.14 Wage Rates

- A. The work under these Bid documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the state are applicable.

1.15 Contract Documents

- A. All elements of the Contract Documents except Addenda are itemized by the Tables of Contents and Index to Drawings. Each Bidder is responsible for ascertaining that the Bidder has a complete set of Documents and that each page and sheet thereof applies to the correct project and bears the correct date. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

1.16 Submission of Bids

- A. Bid Form and attachments may be photocopied for submission of Bids.
- B. Submit Bids not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bids. Enclose Bids in an opaque sealed envelope, marked with the Project title, Utility Contractor's License Number, name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed below.
- C. Bidders shall complete and submit the following attachments with its Bid:
 - 1. Section 00 43 13 Georgia Bid Bond
 - 2. Section 00 43 39.02 CCWA SLBE Certification Letter or CCWA SLBE Application (if applicable)
 - 3. Section 00 45 19 Statement of Noncollusion
 - 4. Section 00 45 19B Certification of Absence of Conflict of Interest
 - 5. Section 00 45 75 Georgia Security and Immigration Compliance Act of 2006
 - 6. Section 00 45 13 Bidders Qualifications
- D. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for Work contemplated, all Bids in which such Bidder is interested will be rejected.
- E. 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.

1.17 Contract Award

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

- B. If within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further consideration on the work to be provided under the Contract Documents.
- C. If the Contract is to be awarded, Owner will give Successful Bidder Notice of Award within **60 days** after the day of the Bid opening.
- D. Owner reserves its right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the work. Discrepancies in the quantity multiplied by unit price and the extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- E. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner shall have the right to accept alternates in any order or combination, unless otherwise provided in the Bid Documents.
- F. The Contract will be awarded to the successful Bidder. The selected firm will be given written notification of being selected and the Owner reserves the right to negotiate however a contract must be executed with the selected firm prior to the beginning of the actual services. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms: Detailed scope of services, schedule for providing services, and cost of services. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- G. 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. Said Notice shall be an express condition precedent to the right of any Bidder to challenge or contest any award or to otherwise contend that it should have been awarded the contract. 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.

- H. The successful Bidder to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond in the amount not less than 100% of the contract amount required herein within 10 calendar days from the date when Notice of Award is delivered to that Bidder. Approval of the Payment Bond and Performance Bond by the Owner shall be a condition precedent to execution of the Contract by the Owner. In the event the Contract Price is adjusted by appropriate Change Order, the penal sum of the surety on the Payment Bond and the Performance Bond shall be deemed increased by like amount. The Notice of Award shall be accompanied by the Contract and Bond forms to be executed. In case of failure of the successful Bidder to execute the Contract, the Owner may at its option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.
- I. The Owner, within 10 days of receipt of an acceptable Insurance, Performance Bond, Payment Bond and Contract signed by the successful Bidder, shall sign and return to the Bidder an executed duplicate of the Contract and the Bid Bond. Should the Owner not execute the Contract within the allowed period, the successful Bidder may give written notice of intent to withdraw the signed Contract. If 10 days after the Owner has received notice of intent to withdraw by the successful Bidder, the Owner has not executed the Contract; the Bidder may be given written notice to withdraw the signed Contract without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner, and the Owner immediately thereupon shall return to the successful Bidder the Bid Bond.
- J. The Notice to Proceed shall be issued within 30 days of Owner's receipt of the Contract executed by the Bidder. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the allowed time or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

1.18 Preconstruction Conference

- A. The attention of Bidders is particularly called to the preconstruction conference that will be held with the successful Bidder and all known subcontractors upon the issuance of a Notice to Proceed. This conference will cover provisions pertaining to schedules, payment requests, submittals, and other items related to the Contract.

1.19 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 and any of his subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

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END OF SECTION

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SECTION 00 41 00
BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 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). Submitted to the Clayton County Water Authority (hereinafter “Owner”).

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS AND CERTIFICATIONS

- 2.01 In compliance with your Advertisement for Competitive Sealed Bid, Bidder hereby proposes to perform all Work for the **CCWA HEADQUARTERS SITE RECONFIGURATION** in strict accordance with the Contract Documents as enumerated in the Advertisement for Competitive Sealed Bid, within the time set forth therein, and at the prices stated below.
- 2.02 In submitting this bid, Bidder certifies that the Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Required Site Visit

(Insert date)

- 2.03 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.
- 2.04 In submitting this Bid, Bidder acknowledges and accepts Contractor’s representations as more fully set forth in Section 00 52 00 Agreement.
- 2.05 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.
- 2.06 In submitting this Bid, Bidder accepts all terms and conditions of the Bidding Documents. Contract Execution: The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding documents.

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- 2.07 Insurance: Bidder further agrees that the Bid amount(s) stated herein includes specific consideration for the insurance coverages specified in Section 00 72 00 General Conditions and Section 00 73 00 Supplementary Conditions.
- 2.08 Liquidated Damages: Bidder accepts the provisions in Section 00 52 00 Agreement as to liquidated damages.
- 2.09 Sales and Use Taxes: Bidder agrees to cooperate with Owner in accordance with the provisions in Section 00 73 00 Supplementary Conditions paragraph 7.10E.
- 2.10 Addenda: The Bidder hereby acknowledges that he has received the following Addenda to these Specifications (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid includes all impacts resulting from said Addenda.

Addendum No.	Date Received	Addendum No.	Date Received

ARTICLE 3 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the amount as listed below. Total bid amount shall be shown in words and numbers. In case of discrepancy, the bid amount shown in words will govern.

3.01 Bid Item 1 – Lump Sum Bid Schedule.

Bidder agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, based upon the undersigned’s own estimate of quantities and costs and including taxes, overhead, and profit, the following:

Lump Sum Bid Schedule		
Item	Description	Total Amount
1.1	Mobilization/Demobilization	

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1.2	Electrical Service Panel – 200 AMP, 3 Phase / 4 Wire, 30 Slot Panel & Mini Power Center – 10KV _a	
1.3	Relocation of Bulk Storage	
1.4	Permits	
1.5	Performance Bond	
1.6	Payment Bond	
Total of all Lump Sum Items		

Lump Sum Bid Price \$ _____

3.02 Bid Item 2 - Cash Allowances

Bidder agrees that the following allowance(s), as further described in Price and Payment Procedures, will be furnished and paid for on a cash allowance basis.

Item	Description	Supplier	Specification *	Cash Allowance
2.1	Landscape-Complete (Trees, Shrubs, Sod, Wetlands Vegetation)	TBD	TBD	\$50,000.00
2.2	Sampling and Testing Allowance	TBD	TBD	\$13,665.00

* Refer to Specification, which includes the BID from each Supplier regarding the scope to be supplied and/or installed under each allowance item. Contractor shall be responsible for compliance with all requirements of the Contract for all equipment and services provided under cash allowances.

3.03 Bid Item 3 - Contingency Allowances

Bidder agrees that the following allowance, as further described in Measurement and Payment for additional work, will be furnished and paid for on a contingency allowance basis.

Item	Description	Contingency Allowance
3.1	Unforeseen Work Elements	\$120,000

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3.04 Bid Item 4 - Unit Price Work

Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the items, including all overhead and profit for each type and unit of Work called for in these Bidding Documents. Bidder acknowledges that unit prices have been computed in accordance with Section 00 72 00 General Conditions paragraph 11.03.B and Section 01 20 00, Price and Payment Procedures.

Bidder further acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities.

Unit Price Bid Schedule – For Headquarters Site Reconfiguration

Item	Description	Est. Qty.	Unit	Unit Price	Total Amount
001	Demo Asphalt	7316	SY		
002	Demo Concrete Sidewalks	82	SY		
003	Demo Concrete Curb & Gutter	1255	LF		
004	Disposal of Demolition and Debris	1484	TON		
005	Deleted duplicate Item – (place holder so numbering stays the same)	00	00	00	00
006	Clearing and Grubbing	1.30	AC		
007	Erosion Control	7.25	AC		
008	Grading Complete	9900	CY		
009	Stone Construction Road (inside secured storage area)	1595	SY		
010	Reconstruct Existing Inlet Structures	3	EA		
011	6-Foot Diameter, Precast Storm Outlet Structure	1	EA		
012	6-foot Diameter, Precast Storm Junction Box	3	EA		
013	42-inch Headwall	1	EA		
014	42-inch (RCP) Storm Pipe	780	LF		
015	HDPE Junction Boxes (under drain)	6	EA		
016	8-inch PVC Perforated Underdrain	295	LF		
017	8-inch PVC Storm Pipe	240	LF		
018	ASTM No. 2 Stone Under Pavers (39-inches)	1050	TON		
019	ASTM No. 57 Stone Under Pavers (4-inches)	140	TON		
020	ASTM No. 8 Stone Bedding Layer (2-inches)	60	TON		
021	1.5 – inches, Asphalt, .5 mm Superpave – Topping	700	TON		
022	2.0 inches Asphalt, 19 mm Superpave – Binder	900	TON		
023	6-inches - Graded Aggregate Base	2845	TON		
024	Sealing Existing Asphalt	1715	SY		
025	4-inch Thermoplastic Striping	4550	LF		
026	12-inch Thermoplastic Striping	48	LF		

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027	Standard Thermoplastic Arrows	14	EA		
028	24-inch Thermoplastic Striping (Stop Bar)	33	LF		
029	Permeable Pavers (Aqualine Ashlar 3 – piece Pavers by Belgard)	5543	SF		
030	Standard Handicap Signs and Mounting Poles	2	EA		
031	Handicap pavement marking Symbol	2	EA		
032	Removable Bollards – match existing	8	EA		
033	Standard One-Way/Do Not Enter Signs and Mounting Poles	2	EA		
034	Concrete Pavement (6")	65	SY		
035	5-Foot Wide, Concrete Sidewalk (4")	1265	SF		
036	24-inch, Standard Concrete Curb & Gutter	1765	LF		
037	18-inch by 6-inch Concrete Ribbon Curb	450	LF		
038	6-inch Barrier Curb	125	LF		
039	Black, Polycoated Chain Link Fence (6-foot)	1940	LF		
040	Black, Powder coated, Decorative Aluminum Fence (6-foot)	300	LF		
041	Secure Entry Gate Openers and Hardware	3	EA		
042	Regular Exit Gate Openers and Hardware	2	EA		
043	Sensor Loops at Gates	3	EA		
044	8-foot-wide Aluminum Swing Gates with gate arms	4	EA		
045	12-foot-wide Aluminum Swing Gates	2	EA		
046	15-foot-wide Aluminum Swing Gate	2	EA		
048	36-foot- wide Aluminum Slide Gate	1	EA		
047	Handrails (Aluminum)	240	LF		
049	Relocate Site Lighting	6	EA		
Subtotal (items 001-049)					\$
Dewatering Ramp					
(See item 050-057 for breakdown quantity breakdown)					
050	AB Fieldstone-824	593	EA		
051	AB Fieldstone Short Anchoring Unit	1185	EA		
052	AB Fieldstone Cap	0	EA		

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053	Type 1 Geogrid	200	SY		
054	Bedding Rock	10	CY		
055	Wall Rock	33	CY		
056	Soil Infill	315	CY		
057	4" PVC Drain Pipe	450	LF		
Subtotal (Items 050-057)					\$
Decorative Retaining Walls (See breakdown below items 058-065)					
058	AB Fieldstone-824	435	EA		
059	AB Fieldstone Short Anchoring Unit	870	EA		
060	AB Fieldstone Cap	120	EA		
061	Type 1 Geogrid	165	SY		
062	Bedding Rock	7	CY		
063	Wall Rock	23	CY		
064	Soil Infill	35	CY		
065	4" PVC Drain Pipe	315	LF		
Subtotal (Items 058-065)					
Total of all Unit Price Items (001-065)					\$

Bidder acknowledges that the total of the amounts shown above are estimated amounts to be included in the Base Bid, and that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Change Order.

3.05 Total Base Bid

TOTAL BASE BID PRICE (Sum of Items 1, 2, 3 and 4): \$ _____

TOTAL BASE BID WRITTEN IN WORDS

_____ Dollars and _____ Cents

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ARTICLE 4 – LIST OF SUBCONTRACTORS

4.01 The Bidder submits the following list of Subcontractors to be used in the performance of work to be done on said Project.

AREA OF SPECIALIZATION	SUBCONTRACTOR Or “Self-Perform”
Electrical	

- A. The list of Subcontractors and all responsibilities of all disciplines shall be based on requirements of the Contract Documents.
- B. It is understood and agreed that, if awarded a Contract, the Contractor will not make any additions, deletions, or substitutions to this list without the consent of the Owner.

ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Section 00 72 00 General Conditions paragraph 15.06 on or before the dates or within the number of calendar days indicated in Section 00 52 00 Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 6 – SURETY

6.01 If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bonds shall be:

_____ whose address is

Street City State Zip

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ARTICLE 7 – BID SUBMITTAL

7.01 This Bid submitted on _____, 20__ by:

Corporation Name: _____

(State of Incorporation)

By: _____
(Signature – Attach evidence of authority to sign)

Name and Title: _____
(Typed or Printed)

(CORPORATE SEAL)

Attest _____
(Secretary) (Date)

Georgia Utility
Contractor's License
Number: _____
(Successful Bidder will be required to hold a valid Georgia
Utility Contractor's License)

Business Address: _____

Phone No.: _____

E-mail: _____

Website: _____

END OF SECTION

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SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between the Clayton County Water Authority (hereinafter called Owner) and _____ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment, and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the **CCWA HEADQUARTERS SITE RECONFIGURATION**.

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Integrated Science and Engineering (ISE), which is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES AND LIQUIDATED DAMAGES

3.01 Contract Time

1. Contractor will achieve Substantial Completion and Work required on or before the date specified, or within **120** days from the date the Contract Times commence to run as provided in paragraph SC-4.01 A of the Supplementary Conditions and all Work will be finally completed and ready for payment in accordance with paragraph 15.06 of the General Conditions within **180** calendar days from the date the Contract Times commence to run.

3.02 Liquidated Damages

1. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner at the daily rate of **Five Hundred Dollars**

(\$500.00) per day for each day that expires after the time specified in Paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

2. After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Contractor shall pay Owner **Two Hundred and Fifty Dollars (\$250.00)** for each day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.
3. Owner shall recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the conformed Bid, which is included as an Exhibit of this Agreement, an adjusted amount equal to the sum of the amounts determined pursuant to the following.

1. Lump Sum Items:
 - a. Mobilization/Demobilization \$ _____
 - b. Install Electrical Service Panel (200 AMP, 3 Phase/4 wire, 30 Slot Panel) & Mini Power Center \$ _____
 - c. Relocate Bulk Storage \$ _____
 - d. Permits \$ _____
 - e. Performance Bond \$ _____
 - f. Payment Bond \$ _____
2. **Plus:** Cash Allowance Items
 - a. Landscape Package Complete \$ 50,000.00
 - b. Testing and Sampling \$ 13,665.00
3. **Plus:** Unforeseen Work Elements \$ 120,000.00
4. **Plus:** Total Unit Price Items, (below in Unit Price Bid Schedule): \$ _____

Unit Price Bid Schedule – For Headquarters Site Reconfiguration

Item	Description	Est. Qty.	Unit	Unit Price	Total Amount
001	Demo Asphalt	7316	SY		
002	Demo Concrete Sidewalks	82	SY		
003	Demo Concrete Curb & Gutter	1255	LF		
004	Disposal of Demolition and Debris	1484	TON		
005	Deleted duplicate Item – (place holder so numbering stays the same)	00	00	00	00
006	Clearing and Grubbing	1.30	AC		
007	Erosion Control	7.25	AC		
008	Grading Complete	9900	CY		
009	Stone Construction Road (inside secured storage area)	1595	SY		
010	Reconstruct Existing Inlet Structures	3	EA		
011	6-Foot Diameter, Precast Storm Outlet Structure	1	EA		
012	6-foot Diameter, Precast Storm Junction Box	3	EA		
013	42-inch Headwall	1	EA		
014	42-inch (RCP) Storm Pipe	780	LF		
015	HDPE Junction Boxes (under drain)	6	EA		
016	8-inch PVC Perforated Underdrain	295	LF		
017	8-inch PVC Storm Pipe	240	LF		
018	ASTM No. 2 Stone Under Pavers (39-inches)	1050	TON		
019	ASTM No. 57 Stone Under Pavers (4-inches)	140	TON		
020	ASTM No. 8 Stone Bedding Layer (2-inches)	60	TON		
021	1.5 – inches, Asphalt, .5 mm Superpave – Topping	700	TON		
022	2.0 inches Asphalt, 19 mm Superpave – Binder	900	TON		
023	6-inches - Graded Aggregate Base	2845	TON		
024	Sealing Existing Asphalt	1715	SY		
025	4-inch Thermoplastic Striping	4550	LF		

026	12-inch Thermoplastic Striping	48	LF		
027	Standard Thermoplastic Arrows	14	EA		
028	24-inch Thermoplastic Striping (Stop Bar)	33	LF		
029	Permeable Pavers (Aqualine Ashlar 3 – piece Pavers by Belgard)	5543	SF		
030	Standard Handicap Signs and Mounting Poles	2	EA		
031	Handicap pavement marking Symbol	2	EA		
032	Removable Bollards – match existing	8	EA		
033	Standard One-Way/Do Not Enter Signs and Mounting Poles	2	EA		
034	Concrete Pavement (6")	65	SY		
035	5-Foot Wide, Concrete Sidewalk (4")	1265	SF		
036	24-inch, Standard Concrete Curb & Gutter	1765	LF		
037	18-inch by 6-inch Concrete Ribbon Curb	450	LF		
038	6-inch Barrier Curb	125	LF		
039	Black, Polycoated Chain Link Fence (6-foot)	1940	LF		
040	Black, Powder coated, Decorative Aluminum Fence (6-foot)	300	LF		
041	Secure Entry Gate Openers and Hardware	3	EA		
042	Regular Exit Gate Openers and Hardware	2	EA		
043	Sensor Loops at Gates	3	EA		
044	8-foot-wide Aluminum Swing Gates with gate arms	4	EA		
045	12-foot-wide Aluminum Swing Gates	2	EA		
046	15-foot-wide Aluminum Swing Gate	2	EA		
048	36-foot- wide Aluminum Slide Gate	1	EA		
047	Handrails (Aluminum)	240	LF		
049	Relocate Site Lighting	6	EA		
Subtotal (items 001-049)					\$
Dewatering Ramp (See item 050-057 for breakdown quantity breakdown)					
050	AB Fieldstone-824	593	EA		

ARTICLE 5 – RETAINAGE

1. Prior to Substantial Completion, Owner shall retain from progress payments **10 percent** of the value of Work completed, and **10 percent** of the value of stored materials and equipment. When Work has been 50 percent completed as determined by Owner, the provisions of paragraph SC-15.01 B. shall be applicable to the withholding of further retainage. Following Substantial Completion, Owner shall retain from progress payments an amount, not to exceed 200 percent of the value of the outstanding Work.

ARTICLE 6 – INTEREST

1. Monies not paid when due as provided in the Contract Documents shall bear interest at the rate to be negotiated between Owner and Contractor.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor's representation are set forth as follows:

1. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by Owner or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
2. Contractor has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents.
3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examination, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as Contractor deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

4. Contractor has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities, if any, at or contiguous to the site and has included costs as defined by paragraph 5.05 of the General Conditions.
5. Contractor has correlated information known to Contractor and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.
6. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 The Contract Documents consist of the following:

1. This Agreement as defined in Section 00 72 00 General Conditions paragraph 1.01.A.13
2. Except for the Notice to Proceed, Drawings, and Addenda, these Contract Documents are also listed in the Tables of Contents and are bound in three volumes, identified as Contract Documents for construction of the **CCWA HEADQUARTERS SITE RECONFIGURATION**.
3. The Drawings bound to the Project Manual, comprising a set entitled “**CCWA HEADQUARTERS SITE RECONFIGURATION**” as listed in Section 00 01 15 List of Drawing Sheets in the Project Manual.
4. Specifications, as listed in the table of contents of the Project Manual
5. Standard details, bound with the above-noted volumes.
6. Addenda consisting of number 1 through _____, inclusive.
7. Exhibits to this Agreement include:
 - a. Conformed Bid Form.
 - b. Executed Performance and Payment Bonds.
 - c. Documents submitted by Contractor prior to execution of Agreement
 - d. Statement of Noncollusion

e. Certification of Absence of Conflict of Interest.

8.02 The documents listed in Paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference.

8.03 The Contract Documents may only be amended or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

1. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

1. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

1. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in six copies (two counterparts each have been delivered to Owner, Contractor, and Engineer). All portions of the Contract Documents have been signed by Owner and Contractor.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

Owner: Clayton County Water Authority Contractor: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Attest _____ Attest _____

Name: _____ Name: _____

Title: _____ Title: _____

Address for giving notices

1600 Battle Creek Road

Morrow, Georgia 30260

Address for giving notices

(CORPORATE SEAL)

Agent for service of process:

(If Contractor is a corporation, partnership, or limited liability company, attach evidence of authority to sign.)

(CORPORATE SEAL)

END OF SECTION