



**REQUEST FOR BID**  
**WATER METER INSTALLATIONS AND**  
**SERVICE RENEWALS**

**Bid Number 2016-DC-16**

**August 2016**

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

**Bid Opening:** **Wednesday, October 5, 2016 at 2:00 p.m. (local time)**  
**1600 Battle Creek Road, Morrow, Georgia 30260**

**Non-Mandatory** **Wednesday, September 14, 2016 at 2:00 p.m. (local time)**  
**Pre-Bid Meeting** **1600 Battle Creek Road, Morrow, Georgia 30260**

**This bid has a SLBE BID DISCOUNT**

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None Issued at This Time

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**Division 1**

**General Information**

**Section 1: Request for Bids**

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

Name of Project: **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, October 5, 2016 at 2:00 p.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, September 14, 2016 at 2:00 p.m. (local time)** at 1600 Battle Creek Road, Morrow, Georgia, 30260.

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

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

**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, 2017 to December 31, 2017**.

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 Manager of Distribution and Conveyance 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.

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.

## **Division 1**

## **General Information**

### **Section 2: General Overview**

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

#### **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.

This procurement has a Small Local Business Enterprise (SLBE) bid discount, which means that any and all CCWA certified SLBE participation will allow for bid discounts for evaluation purposes only. Please refer to Division 2, Section 8 of this bid package for more details.

#### **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, September 23, 2016 at 2:00 pm (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



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## **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 ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any

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

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## **Bid Requirements**

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

instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.

27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
  - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
  - b. The bid submitted by a vendor who is located within Clayton County.
  - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
  - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be

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## **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 \$5,000.00.
- 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. SLBE Forms – Bidders must submit their completed and signed SLBE Forms.
- H. Addenda (if any issued).

**END OF SECTION**



**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

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

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

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

To the Clayton County Water Authority (hereinafter "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**

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**Section 4: Bid Form**

BID:

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

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

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

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**Division 2**

**Bid Requirements**

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

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

**Division 2**

**Bid Requirements**

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

No.	Work Item	UOM	UNIT COST
19	Asphalt/concrete sawing <6" – per lineal foot:	LF	
20	Asphalt/concrete sawing >6" – per lineal foot:	LF	
21	Placement of steel plates (per plate)	EA	
22	D.O.T. flagging (per site)	EA	
23	Replacement of in-line 3/4" water meter	EA	
24	Replacement of in-line 1" water meter	EA	
25	Replacement of in-line 1 ½" water meter	EA	
26	Replacement of in-line 2" water meter	EA	
27	Replacement of in-line 3" water meter	EA	
28	Replacement of in-line 4" water meter	EA	
29	Replacement of in-line 6" water meter	EA	
30	Replacement of in-line 8" water meter	EA	
31	Replacement of in-line 10" water meter	EA	
32	Replacement of in-line 12" water meter	EA	
33	Installation/ replacement of in-line 3/4" testable backflow assembly device	EA	
34	Installation/ replacement of in-line 1" testable backflow assembly device	EA	
35	Installation/ replacement of in-line 1 ½" backflow assembly device	EA	
36	Installation/ replacement of in-line 2" backflow assembly	EA	

**Division 2**

**Bid Requirements**

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

No.	Work Item	UOM	UNIT COST
37	Installation/ replacement of in-line 3" backflow assembly	EA	
38	Installation/ replacement of in-line 4" backflow assembly	EA	
39	Installation/ replacement of in-line 6" backflow assembly	EA	
40	Installation/ replacement of in-line 8" backflow assembly	EA	
41	Replacement of 1 ½" water meter and backflow assembly to include the building of these assemblies	EA	
42	Replacement of 2" water meter and backflow assembly to include the building of these assemblies	EA	
43	Replacement of 1 ½" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	
44	Replacement of 2" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	
45	Replacement of 3" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	
46	Replacement of 4" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	
47	Replacement of 6" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	
48	Replacement of 8" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	
49	Replacement of 10" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	
50	Replacement of 12" water meter vault, water meter, and backflow assembly to include the building of these assemblies	EA	

Submitted by:

---

(NAME OF BIDDER)

**Division 2**

**Bid Requirements**

**Section 4: 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)

\_\_\_\_\_ (SEAL)  
(ATTEST)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(PHONE NUMBER)

\_\_\_\_\_  
(FAX NUMBER)

\_\_\_\_\_  
(LICENSE NUMBER) (If applicable)

\_\_\_\_\_  
(E-MAIL ADDRESS)

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 5: Georgia Bid Bond**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_

herein after called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_

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

OWNER: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
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 six digit numbers**

---

Name of Contractor (Printed)

---

BY: Authorized Officer or Agent  
(Contractor Name)

---

Date

---

Title of Authorized Officer or Agent of Contractor

---

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

---

Notary Public

---

My Commission Expires

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit & Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

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

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

\_\_\_\_\_  
Name of Sub-Contractor (Printed)

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

\_\_\_\_\_  
Date

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

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

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

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

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

**END OF SECTION**

## **Division 2** **Bid Requirements**

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

#### **8.1 Program Overview**

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

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

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; Architectural Firms – \$3,750,000; Engineering Firms – \$7,500,000, and Goods and Services – less than 250 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

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

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

## **Division 2** **Bid Requirements**

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

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

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

#### **8.2 SLBE Required Forms**

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

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

#### **8.3 SLBE Optional Forms**

The following form is for information and tracking purposes only, to be provided post award, at the bidder's option:

- A) SLBE-4 – Post-Award-Monthly SLBE Participation Report-Bid Discount: Report detailing amount paid to SLBE sub-contractor on the contract.

#### **8.4 Overview of Bid Discount**

Bid discounts are incentives that range between 5% and 10% for the use of a certified SLBE (prime or sub-contractor) located in Clayton County or the ten (10) counties outlined in this section. Bid discounts allow an original bid amount to be discounted by a certain percentage for purposes of evaluating and determining the low responsible responsive bid. The discounted bid amount will be used in the evaluation process of awarding to the low responsive, responsible bidder. The original bid amount will be the basis for contract award.

## **Division 2**

## **Bid Requirements**

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

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

The calculation of SLBE bid discounts shall be as follows:

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

- 10 percent for SLBE's in Clayton County.
  - 7.5 percent for SLBE's within the next surrounding 5 counties (DeKalb, Fayette, Fulton, Henry and Spalding).
  - 5 percent for SLBE's for the 5 outer counties (Cherokee, Cobb, Douglas, Gwinnett and Rockdale).
- (1) Discounts are given to Bidders who are SLBE Primes or Primes using a small local subcontractor.
  - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

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



**Division 2** **Bid Requirements**

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

**FORM SLBE-1**

**COVENANT OF NON-DISCRIMINATION**

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

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

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

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

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

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

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

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

[Seal]

## FORM SLBE-2

### SUB-CONTRACTOR CONTACT FORM – BID DISCOUNT

#### INSTRUCTIONS TO CONTRACTORS

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

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

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

**FORM SLBE-2**

**SUB-CONTRACTOR CONTACT FORM**

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

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

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

**FORM SLBE-2**

**SUB-CONTRACTOR CONTACT FORM – Cont'd**

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

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

**Bidder's Name:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## FORM SLBE-3

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

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

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

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

**FORM SLBE-3**

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

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

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

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

**Total Estimated SLBE Sub-contractor %** \_\_\_\_\_

**Bidder's Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Bidder's Contact Number:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

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

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

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

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

**GENERAL INFORMATION**

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

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

**FORM SLBE-4**

**POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – BID DISCOUNT**

PROJECT NO. (S): \_\_\_\_\_

REPORT NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

CONTRACT AMOUNT: \$ \_\_\_\_\_

PAY APPLICATION PERIOD END DATE: \_\_\_\_\_

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

Check if final payment >>>  FINAL PAYMENT

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

TOTAL SLBE EARNINGS TO-DATE: \_\_\_\_\_

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

SIGNED \_\_\_\_\_  
 CONTRACTOR

REMARKS \_\_\_\_\_  
 \_\_\_\_\_

**FOR DEPARTMENT USE ONLY:**

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

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



**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING PROVISION  
OF GOODS AND SERVICES**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 August 2016.
2. **COSTS**: The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated \_\_\_\_\_, 2016, 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 Contractor must submit a completed and signed Form SLBE-4 (Monthly SLBE Participation Report) to the Authority with each pay application. The Authority shall pay the Contractor net 30 days upon receipt of the invoice and the completed SLBE-4 Form, and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.

## **Division 3**

## **Contract Forms**

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

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1<sup>st</sup> day of January, 2017**. The Agreement shall remain in effect until **December 31, 2017**.
4. **RENEWAL PROVISIONS:** The contract may be extended for a second and third 12 month period by mutual written consent by both parties 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

## **Division 3**

## **Contract Forms**

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

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 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.

## **Division 3**

## **Contract Forms**

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

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 sub contract 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

## **Division 3**

## **Contract Forms**

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

Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any 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

## **Division 3**

## **Contract Forms**

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

Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of 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

## **Division 3**

## **Contract Forms**

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

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.
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.

**SIGNATURES ON NEXT PAGE**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

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

**CLAYTON COUNTY WATER AUTHORITY**

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

TITLE:

[Corporate Seal]

ATTEST: \_\_\_\_\_

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

**CONTRACTOR**

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

TITLE:

[Corporate Seal]

ATTEST: \_\_\_\_\_  
Corporate Secretary

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



## **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**

- A. 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 work days 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 ¾ 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 ½" 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 ½" 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 Manager of Distribution & Conveyance 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 work load 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

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### **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 30’– 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 insure the Right-of-Way

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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 insure 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 Standards for Water Distribution Systems (a copy of which can be viewed and/or downloaded at [www.ccwa.us](http://www.ccwa.us) under Operations – Engineering/Developer Information – Developer Information – [Water and Sewer Standard Specifications](#)). Rebuilding

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of Meter vaults associated with this work will be 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 insure 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

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per all applicable Federal, State, and/or Local Rules, Regulations, and 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 Manager of Distribution & Conveyance 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



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CCWA provided paper form and shall be returned to the CCWA staff member overseeing this project on the next business day.

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 insure the Right-of-Way adjoining the customer's property is left in the same condition as before the work was performed.

#### **Work Items 33 – 40: INSTALLATION OF BACKFLOW PREVENTION DEVICES ON EXISTING METERS.**

These work items are for the addition of backflow prevention devices on existing 5/8" – 1" meters. The majority of these installations will require the meter box to be excavated/removed and reset/replaced. There are two pay items: 1) Installation of a re-setter device with an integral backflow preventer. 2) Installation of an in-line backflow preventer, which will require the customer's water service to be shortened and reconnected. The CCWA may require that a new meter be installed during this process (if this change out is required the contractor will provide meter change out information as required by the Authority as outlined under meter replacements in this document).

Upon completion of the installation of a testable device (double check valve assembly) 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.

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 insure the Right-of-Way

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

#### Work Items 41 – 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 Manager of Distribution & Conveyance 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 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

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### **Section 2: Work Assignment and Detail**

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 insure 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

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### **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)