

**DOUGLASVILLE-DOUGLAS COUNTY  
WATER AND SEWER AUTHORITY  
8763 Hospital Drive  
Douglasville, Georgia 30134**



**CONTRACT FOR  
12-INCH DUCTILE  
IRON PIPE  
INSTALLATION**

**MARCH 18, 2026**

**INVITATION FOR BIDS  
IFB# 313**

**BIDS DUE**

**APRIL 15, 2026, 2:00 P.M. EST**

**SUMMARY OF BID PACKAGE CONTENTS**  
**CONTRACT FOR**  
**12-INCH DUCTILE IRON PIPE INSTALLATION**

**Non-Mandatory Pre-bid Conference.**  
10:00 a.m., EST, Wednesday, **April 1, 2026**

**Bid Opening.**  
2:00 p.m., EST, Wednesday, **April 15, 2026**

**Summary of Bid Package Contents.** The full bid package for this Contract includes the following documents:

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Summary of Bid Package Contents	1
Invitation for Bids – Legal Advertisement	2
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**DOUGLASVILLE – DOUGLAS COUNTY WATER AND SEWER AUTHORITY  
8763 Hospital Drive  
Douglasville, Georgia 30134**

**INVITATION FOR BIDS**

**CONTRACT FOR  
12-INCH DUCTILE IRON PIPE INSTALLATION**

**IFB# 313**

**March 18, 2026**

The Douglasville-Douglas County Water and Sewer Authority (hereinafter referred to as the "Authority") is soliciting competitive sealed bids from qualified contractors for a non-exclusive two (2) year contract for the installation of 12-inch ductile iron pipe for Authority projects to consist of the successful contractor being required to install such quantities of 12-inch ductile iron pipe as may be requested by the Authority on an as-needed basis. No minimum quantity of work is guaranteed by the Authority under said contract. Each specific ductile iron pipe installation project under the contract shall be authorized by the issuance of a separate, detailed written Work Order. The Authority will secure and submit all required permits and acquire any necessary easements prior to the issuance of the Work Order for a project to commence.

The Scope of Work includes the provision by the successful contractor of all labor, tools, equipment, and supervision necessary for the installation of 12-inch ductile iron pipe for Authority projects, including, but not limited to, all pavement cutting, boring and excavation, bedding, tapping, soil erosion and sedimentation control, grassing, landscaping, and all other activities necessary for proper pipe installation in accordance with the project installation plans for the applicable Work Order and the Authority's Design and Construction Standards. The Authority will provide all pipe and materials necessary to complete said 12-inch ductile iron pipe installation projects.

Parties interested in this Invitation for Bids may obtain a copy of the full bid package at no cost by contacting the Authority's Purchasing Department, Joseph Morency, Senior Procurement Specialist, by email at [jmorency@ddcwsa.com](mailto:jmorency@ddcwsa.com), by telephone at (770) 949-7617 or in person at the Authority's Administrative Offices, located at 8763 Hospital Drive, Douglasville, Georgia 30134.

Sealed bids will be received by the Authority at its Administrative Offices, located at 8763 Hospital Drive, Douglasville, Georgia 30134, until 2:00 p.m., local time, on Wednesday, **April 15, 2026**, at which time bids will be publicly opened and

read. Bids shall be sealed and either mailed or delivered to the Authority to ensure they are received no later than the above-specified time and date. Bids received after this time will not be accepted.

**Bids shall be received by 2:00 p.m., local time, on Wednesday, April 15, 2026.**

A non-mandatory pre-bid conference will be held at 10:00 a.m. on Wednesday, April 1, 2026, at the Authority's Administrative Offices, located at 8763 Hospital Drive, Douglasville, Georgia 30134. All interested, qualified bidders are encouraged to attend.

**Pre-bid Conference shall be at 10:00 a.m., local time, on Wednesday, April 1, 2026.**

All prospective bidders must hold a current Georgia Utility Contractors License and must be on, or promptly qualify for inclusion on, the Authority's Approved Contractor list for both water and sanitary sewer line installation, without restriction or probationary status.

All bids must be accompanied by adequate bid security (certified check, bid bond, or irrevocable letter of credit) drawn in favor of the Authority and in the amount of five percent (5%) of the total bid price, which shall be subject to forfeiture as liquidated damages in the event that the bid be accepted and the bidder fail to promptly enter into the proposed contract with the Authority.

Award may be made to the lowest responsible and responsive bidder; however, the Authority reserves the right to reject all bids, or any bid that is either nonresponsive and/or submitted by a nonresponsible bidder. The Authority also reserves the right to reject any bid that it deems to be imbalanced in whole or in part. The Authority further reserves the right to waive technicalities and informalities in the Invitation for Bids and bids submitted.

# INSTRUCTIONS AND INFORMATION TO BIDDERS

## INVITATION FOR BIDS

### CONTRACT FOR **12-INCH** DUCTILE IRON PIPE INSTALLATION

- 1. General.** The following sections contain information and instructions pertaining to the proper form and method for submission of bids, the procurement and return of Contract Documents, requirements or conditions which are unusual or of special importance, requirements as to surety and insurance, and provisions relating to the award and administration of the non-exclusive two (2) year contract for the installation of **12-inch** ductile iron pipe for Authority projects (the "Contract"). Each specific pipe installation project to be performed under the Contract shall be designated by a separate written work order issued by the Authority and executed by the successful contractor (each, a "Work Order," and each project or portion of a project described in a Work Order, a "Project").

References herein to the "bidder" and, where applicable after award, the "contractor" shall have the meanings given in the General Conditions and Specifications to this Invitation for Bids.

- 2. Scope of Work.** The Invitation for Bids seeks competitive sealed bids for a non-exclusive two (2) year contract for **12-inch** ductile iron pipe installation for Authority projects to consist of the successful contractor being required to install such quantities of **12-inch** ductile iron pipe as may be requested by the Authority on an as-need basis. No minimum quantity of work is guaranteed by the Authority under the Contract.

The scope of work includes the provision by the contractor of all labor, tools, equipment, and supervision necessary for the installation of **12-inch** ductile iron pipe, including, but not limited to, all pavement cutting, boring and excavation, bedding, tapping, soil erosion and sedimentation control, grassing, landscaping, and all other activities necessary for proper pipe installation in accordance with the project installation plans for the applicable Work Order and the Authority's Design and Construction Standards.

Each specific ductile iron pipe installation project under the Contract shall be authorized by the issuance of a separate, detailed, written Work Order to be signed by both parties for a Project to commence. Each Work Order shall include Project-specific plans and drawings.

3. **Procurement and Return of Contract Documents.** Copies of a complete bid package, including the contractual requirements and required bid forms, may be obtained, at no cost, by contacting the Authority's Purchasing Department, Joseph Morency, Senior Procurement Specialist, by telephone at (770) 949-7617, by email at [jmorency@ddcwsa.com](mailto:jmorency@ddcwsa.com), or in person at the Authority's Administrative Offices, located at 8763 Hospital Drive, Douglasville, Georgia 30134. Copies of the Authority's Design and Construction Standards may be purchased from the Authority's Engineering Department at the cost of \$25.00 per set, or a free copy of the current standards may be downloaded from the Authority's web site, [www.ddcwsa.com](http://www.ddcwsa.com).
  
4. **Preparation and Submittal of Bids.** Separate, sealed bids will be received by the Authority in response to this Invitation for Bids for Contract for 12-inch Ductile Iron Pipe Installation. Bids shall be addressed to the Douglasville-Douglas County Water and Sewer Authority, 8763 Hospital Drive, Douglasville, Georgia 30134, as outlined in the Invitation for Bids, and submitted on the bid forms furnished to the Bidder as part of these documents and in the manner designated.

**The bidder shall place its name, address, and Georgia Utility Contractor's License number in the upper left-hand corner of the bid envelope.** The bidder shall identify this Invitation for Bids by placing the following information on the front center of each bid envelope:

**INVITATION FOR BIDS  
CONTRACT FOR 12-INCH DUCTILE IRON PIPE  
INSTALLATION  
IFB# 313  
APRIL 15, 2026**

Responsibility for submission of the bids to the Authority on or before the specified time and date is solely and strictly that of the bidder. The Authority will not be held responsible for delays for any reason. Bids by telephone, telegram, facsimile, email, etc. will not be accepted.

The Bid Evaluation Sheet, Bidder's Certification, and Bidder's Affidavit of Noncollusion must be completely filled in and executed by the bidder. On the Bid Evaluation Sheet, the bidder shall state the unit price for each line item, make extensions for the quantities shown, indicating the total for each line item and the TOTAL BID AMOUNT (in both numbers and words).

Each bid submittal shall contain the following:

- \_\_\_\_\_ a. Bid Evaluation Sheet
- \_\_\_\_\_ b. Bidder's Certification of Bid
- \_\_\_\_\_ c. Bidder's Affidavit of Noncollusion
- \_\_\_\_\_ d. Copy of Bidder's Georgia Utility Contractor's License
- \_\_\_\_\_ e. E-Verify Contractor Affidavit and Agreement
- \_\_\_\_\_ f. Bid bond, certified check, or irrevocable letter of credit in the amount of five (5%) of the total bid amount. Bids received without the appropriate bid security will not be considered.

The TOTAL BID AMOUNT must be included on both the Bid Evaluation Sheet and the Bidder's Certification of Bid.

- 5. Questions Regarding Contract Documents.** In general, no answer will be given to an oral question if the answer involves an interpretation of the intent or meaning of any part of this Invitation for Bids. Any information given to bidders other than by means of the bid package, contract documents, or by addenda as described below is given informally and shall not be used as the basis of a claim against the Authority.

To receive consideration, questions shall be submitted in writing to the Senior Procurement Specialist, Joseph Morency, at [jmorency@ddcwsa.com](mailto:jmorency@ddcwsa.com), at least seven (7) days before the advertised date for receipt of bids. The Authority will then issue written responses to bidders at the addresses given by them (including by email, if deemed most expedient by the Authority) on or about four (4) days before the date set for the opening of bids, addressing all questions so raised which in its opinion require interpretation.

There shall be no verbal communications regarding this Invitation for Bids between any bidder and the Authority or any of its employees or agents after the pre-bid conference until the Authority has opened and verbally read all bids.

- 6. Bid Security.** Each bid shall be accompanied by a bid bond, certified check, irrevocable letter of credit, or other acceptable collateral in the amount of five percent (5%) of the TOTAL BID AMOUNT, payable to the Douglasville – Douglas County Water and Sewer Authority.

Bid bonds must be issued by a surety licensed and authorized to do business in the State of Georgia. Surety companies executing bid bonds must appear on the U.S. Treasury Department's most current Circular 570 list.

7. **Utility Contractor's License.** The bidder shall provide the Authority with a copy of its Georgia Utility Contractor's License, as required by the State Construction Industry Licensing Board under O.C.G.A. § 43-14-10, as amended. A true and correct copy of said license shall be included with the bid and enclosed within the sealed bid envelope. The Utility Contractors (UC) License must be issued in the name of the company submitting the bid. An individual's Utility Managers (UM) License will not satisfy this requirement. The bidder shall ensure the license is current, active, and in good standing at the time of bid submission and, if awarded, throughout the duration of the Contract.
8. **Approved Contractor List.** The bidder must either currently be on or promptly qualify for inclusion on the Authority's Approved Contractor List, without restriction or probationary status. Application requirements may be obtained from the Authority's Engineering Department.
9. **Withdrawal of Bids.** Bids may be withdrawn at any time prior to the designated time for the opening of bids. No bid may be withdrawn within sixty (60) days after the date of the opening thereof, unless otherwise allowed by state law.
10. **Receiving and Opening Bids.** Separate, sealed bids, together with appropriate bid security as required by Section 6 (Bid Security) above, shall be addressed to the Douglasville-Douglas County Water and Sewer Authority, and endorsed to:

**DOUGLASVILLE – DOUGLAS COUNTY WATER AND SEWER AUTHORITY  
CONTRACT FOR  
12-INCH DUCTILE IRON PIPE INSTALLATION  
IFB# 313**

**The bidder shall place its name, address, and Georgia Utility Contractor's License number in the upper left-hand corner of the bid envelope.**

Bids will be received at the Authority's Administrative Offices until the time and date as set forth in this Invitation for Bids and the legal advertisement for the Contract being bid, at which time all properly received bids shall be publicly opened and read.

Each bidder is solely responsible for making sure its bid is received by the Authority prior to the designated deadline for submission of bids. Any bid received after the designated deadline for submission of bids shall be returned to the bidder unopened.

**11. Comparison of Bids.** Bids will be compared on the basis of the TOTAL BID AMOUNT set forth on each properly received Bid Evaluation Sheet and Bidder's Certification of Bid, which shall be the same total amount on both documents. Unit prices or quantity extensions not in complete conformance with the Bid Evaluation Sheet, or any other prices or amounts submitted in departure from the Bid Evaluation Sheet, will not be considered in the comparison of bids. In the event that there is a discrepancy between the TOTAL BID AMOUNT written in numbers and words, the TOTAL BID AMOUNT written in words shall govern. In the event there is a discrepancy between the TOTAL BID AMOUNT set forth on the Bid Evaluation Sheet and the Bidder's Certification of Bid, the TOTAL BID AMOUNT set forth on the Bid Evaluation Sheet shall govern.

**12. Awarding and Execution of the Contract.** If the Authority determines that a satisfactory responsive bid has been received from a responsible bidder and it is in the best interest of the Authority to proceed with an award of the Contract made the subject of this Invitation for Bids, then the Authority, by proper authorization of its Board of Directors or other duly authorized official in accordance with the Authority's Bylaws, shall award the Contract for 12-inch ductile iron pipe installation to the lowest responsible bidder within sixty (60) days of the date of opening of the bids.

The bidder to whom the award is made shall execute the Contract and deliver or mail it, together with the properly executed insurance certificates, to the Administrative Offices of the Authority, located at 8763 Hospital Drive, Douglasville, Georgia 30134, within ten (10) days of the mailing thereof to it at the address given in its bid submittal. No performance or payment bond is required at the time of execution of the Contract.

In accordance with the General Conditions, the Contractor shall furnish performance and payment bonds for each individual Work Order, in the forms and amounts specified in this Invitation for Bids, prior to commencing work under that respective Work Order. Each bond shall apply only to the Work Order for which it is issued.

**13. Contractor to be Satisfactory to the Authority.** The Contract

solicited under this Invitation for Bids will not be awarded to any bidder who has failed in any contractual obligations to the Authority or to any of the subdivisions or municipalities of the State of Georgia, or who has on any previous contract performed in a manner unsatisfactory to the Authority, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion within the last five (5) years.

The three (3) low bidders shall, upon written request and prior to the letting of a contract, furnish the Authority with the following information:

- a.** A statement of experience, including a list of projects for which it was a responsible contractor or subcontractor. Such lists shall indicate the name or identification and location of each project, the year it was completed, a brief description, and the approximate dollar value of the work for which it was responsible.
- b.** An affidavit regarding the bidder's previous employment on public works projects, specifically disclosing any issues described in paragraph (f) below.

In order to be awarded the Contract, the bidder must be satisfactory to the Authority in terms of the responsiveness of the bid and responsibility of the bidder.

In determining the responsiveness of a bid, the Authority may consider:

- a.** The completeness and regularity of the Bid Evaluation Sheet and required submittals;
- b.** Whether the Bid Evaluation Sheet and required submittals are without exclusions, excisions, or special conditions;
- c.** Whether the bidder has obtained a copy of the full bid package.

In determining whether a bidder is responsible, the Authority may consider:

- a.** Whether the bidder maintains a permanent place of business;
- b.** Whether the bidder has adequate plant, equipment, and manpower to do the work properly and in a timely fashion;
- c.** Whether the bidder has prior experience with projects of similar

size and scope;

- d.** The bidder's quality of work, including but not limited to character of work, fulfillment of guarantees, and timeliness of performance;
  - e.** The bidder's general reputation in the community;
  - f.** The bidder's previous employment on public works projects, including but not limited to:

    - i.** Any evidence of prior failure in any contractual obligations to the Authority or any other governmental entity within the past five (5) years;
    - ii.** Any evidence of non-compliance with property limits or conditions, including but not limited to trespass or property damage within the past five (5) years; and
    - iii.** Any evidence of poor or improper compliance with soil erosion and sedimentation control regulations within the past five (5) years;
  - g.** The bidder's financial responsibility, including but not limited to whether the bidder has adequate financial status to meet his obligations contingent to the work;
  - h.** The bidder must be included on the Authority's Approved Contractor's List for both water and sanitary sewer line installation, without restriction or probationary status. A bidder shall be ineligible for contract award if the bidder has been in a probationary or restricted status with the Authority at any time during the last twelve (12) months;
  - i.** Whether the bidder has a Georgia Utility Contractors (UC) License in its company name; and
  - j.** Whether the bidder is able to satisfy the bonding and insurance requirements set forth in this Invitation for Bids.
- 14. Information is Not Guaranteed.** It is understood and agreed that the Authority does not warrant or guarantee the materials and conditions encountered during construction on any specific Project or Work Order issued under the Contract. The contractor shall be responsible for investigating each specific Project work site and satisfying himself

regarding the character, quantities, and conditions of the various materials and work to be done. The contractor assumes the risk of all discrepancies between the information given and the actual conditions encountered.

It is further understood and agreed that the bidder or the contractor will not use any of the information made available to it, or obtained in any examination made by it, in any manner as a basis or ground of claim or demand of any nature against the Authority, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the work on any Project or Work Order under the Contract.

- 15. Change Orders.** Change orders may be negotiated and issued to the contractor when appropriate and necessary in the performance of the scope of work provided by the Contract or the specific construction needs of an actual Work Order. The Authority reserves the right to negotiate and issue change orders for specific Projects (Work Orders) to provide for additional work that is not itemized on the Bid Evaluation Sheet but is required for the completion of the general scope of work set forth in this Invitation for Bids or the specific requirements of a Work Order.
- 16. Creek Crossings.** The Authority reserves the right to negotiate prices and issue change orders for creek crossings with the successful contractor on a case-by-case basis, based on the creek crossing permit requirements applicable to the specific Project or Work Order under the Contract.
- 17. Rejection of Bids.** Award may be made to the lowest responsible and responsive bidder; however, the Authority reserves the right to reject all bids, or any bid that is either nonresponsive and/or submitted by a nonresponsible bidder. The Authority also reserves the right to reject any bid that it deems to be imbalanced, in whole or in part. The Authority further reserves the right to waive technicalities and informalities in the Invitation for Bids and bids submitted.
- 18. Jurisdiction and Venue.** The contractor, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under the Contract and/or any Work Order (each, a "Project") entered pursuant hereto, shall be subject to the exclusive jurisdiction and venue of the Superior Court of Douglas County, Georgia. By submitting a bid, and by issuing any required bond, the bidder and any surety do each agree that exclusive jurisdiction and venue in the Superior Court of Douglas County, Georgia is appropriate since performance of the underlying Contract and all Projects and Work Orders for which such bonds shall be given is to be accomplished within Douglas County,

Georgia.

- 19. Immigration Compliance.** Each bidder shall certify its compliance with the Georgia Security and Immigration Compliance Act of 2006, as amended, and the federal electronic employment eligibility verification program currently known as E-Verify, or any successor program, to be utilized for these purposes. Such certification shall be included with the bid submittal and shall be in the form required by the Authority and applicable law, including the bidder's E-Verify company identification number and the date of authorization, if applicable, along with any affidavit required by applicable law. Any subcontractor engaged by the successful contractor shall also provide such certification (including any required affidavit(s)), as required by law and in a form satisfactory to the Authority, prior to performing any work on an Authority project. The successful contractor shall be responsible for ensuring that all subcontractors maintain such compliance for the duration of their work on an Authority project.

# GENERAL CONDITIONS AND SPECIFICATIONS

## INVITATION FOR BIDS

### CONTRACT FOR 12-INCH DUCTILE IRON PIPE INSTALLATION

#### **SECTION 1 – PURPOSE.**

The Douglasville – Douglas County Water and Sewer Authority (the "Authority") is soliciting competitive sealed bids from qualified contractors for a non-exclusive two (2) year contract for 12-inch ductile iron pipe installation for Authority projects (the "Contract") Each specific pipe installation project to be performed under the Contract shall be designated by a separate, written work order issued by the Authority and executed by the successful contractor (each, a "Work Order," and each project or portion of a project described in a Work Order, a "Project").

The Contract, together with all Work Orders and Projects issued thereunder, shall be performed in accordance with these General Conditions and Specifications, the Instructions and Information to Bidders, the Authority's Design and Construction Standards, and all other Contract Documents identified in the Invitation for Bids.

#### **SECTION 2 – SCOPE OF WORK.**

The scope of work for 12-inch ductile iron pipe installation Projects under the Contract includes the provision by the contractor of all labor, tools, equipment, and supervision necessary for the installation of 12-inch ductile iron pipe, including all pavement cutting, boring and excavation, bedding, tapping, soil erosion and sedimentation control, grassing, landscaping, and all other activities necessary for proper pipe installation in accordance with the project installation plans for the applicable Work Order and the Authority's Design and Construction Standards. Copies of the Authority's Design and Construction Standards may be purchased from the Authority's Engineering Department at a cost of \$25.00 per set, or a free copy of the updated standards may be downloaded from the Authority's web site, [www.ddcwsa.com](http://www.ddcwsa.com).

The contractor shall install such quantities of 12-inch ductile iron pipe as may be requested by the Authority, on an as needed basis. No minimum quantity of work or minimum issuance of Work Orders is guaranteed by the Authority under the Contract. The Contract to be awarded pursuant to this Invitation for Bids shall be non-exclusive and shall not vest any right in the contractor to perform

12-inch pipe installation work for the Authority, other than as specifically assigned to the contractor pursuant to a written Work Order. The Authority reserves and shall have the unqualified right to give 12-inch pipe installation work to other qualified contractors (if the estimated cost of the Project is less than \$250,000.00) and/or to specifically and separately bid projects or portions of projects with an estimated cost of \$250,000.00 or more.

### **SECTION 3 – DEFINITIONS AND TERM.**

**A. Parts of Contract Documents.** The following documents, together with all exhibits and attachments thereto, are hereby incorporated by reference as if set forth verbatim herein and are collectively referred to as the “Contract Documents” for the Contract:

1. The Invitation for Bids soliciting bids for a Contract for 12-inch Ductile Iron Pipe Installation, including all addenda issued prior to the time of the opening of the bids;
2. The Instructions and Information to Bidders;
3. These General Conditions and Specifications for a Contract for 12-inch Ductile Iron Pipe Installation;
4. All documents submitted by the successful contractor in response to this Invitation for Bids;
5. Contract between the Authority and the successful contractor;
6. All written Work Orders issued by the Authority and executed by the successful contractor, including all project-specific plans, drawings, and details attached to or incorporated in such Work Orders;
7. All authorized change orders and written amendments issued in accordance with the Contract Documents;
8. Performance bond(s) and payment bond(s) furnished in accordance with Section 8 (Performance and Payment Bonds) of these General Conditions and Specifications; and
9. Certificates of Insurance Coverage.

**B. Term.** The Contract is a non-exclusive contract for 12-inch ductile iron pipe installation Projects. The initial Contract term shall begin on the date

of award of the Contract by the Authority and shall continue for two (2) consecutive years.

The Authority reserves the right, in its sole discretion, to renew the contract for additional one-year period term(s), provided that (a) the Contractor maintains the original prices bid pursuant to this Invitation for Bids, (b) said prices are determined by the Authority to be reasonable, and (c) the Authority is thoroughly satisfied with the performance of the contractor under the Contract and all Work Orders. Any renewal or extension of the Contract shall be approved in accordance with the Authority's Bylaws, which may include approval by resolution of the Authority's Board of Directors.

Work Orders issued under the Contract prior to the expiration or earlier termination of the Contract term shall remain in full force and effect until all work required under such Work Orders has been fully performed and accepted by the Authority.

- C. Bidder and Contractor.** As used in the Contract Documents, the term "bidder" means any person or entity that submits a bid in response to this Invitation for Bids. The term "contractor" means the bidder whose bid has been accepted by the Authority with whom the Authority enters into the Contract.

#### **SECTION 4 – WORK ORDERS.**

Each pipe installation Project to be performed by the contractor under the Contract shall be designated by a specific written Work Order, which shall be signed by both the Authority and the Contractor. Each Work Order shall be for a separate Project or a portion of a Project. The estimated cost of each Work Order shall be based on the quantities estimated by the Authority for all work required by the Work Order times the unit prices set forth in the contractor's bid. The Authority reserves the right to have the contractor non-perform any line item set forth in the Bid Evaluation Sheet on a specific Work Order.

The contractor himself shall perform all Work Orders under the Contract. No subcontractors will be allowed, unless specifically agreed to in writing by the Authority for a specific Work Order. If the Authority approves a subcontractor for the actual pipe installation on a Project, then said subcontractor shall also execute the Work Order and agree to be subject to and bound by all terms and conditions of the Work Order, the Contract, and this Invitation for Bids.

All Work Orders shall be performed by the contractor in a "first in, first out" order, unless otherwise specified in writing by the Authority.

Each Work Order shall include project-specific drawings and all available information as to the location of the lines to be installed. All Work Orders shall be performed and completed in accordance with the Authority's Design and Construction Standards.

#### **SECTION 5 – ESTIMATED QUANTITIES FOR BID COMPARISON PURPOSES.**

The quantities set forth on the Bid Evaluation Sheet are for purposes of bid comparison only. For each Work Order, the Authority shall estimate the quantities for the specific Project identified and described in the Work Order. Payment will be based on actual quantities installed or performed by the contractor, times the respective unit prices set forth on the contractor's Bid Evaluation Sheet.

#### **SECTION 6 – COMMENCEMENT AND COMPLETION OF WORK ORDERS.**

The contractor shall commence performance of work under each Work Order within ten (10) days of receipt of a written Work Order executed by the Authority, including the specific Project plans for said Work Order. The contractor shall faithfully, continuously, and expeditiously undertake all work required under each Work Order until completion and acceptance of the work for that Project by the Authority.

#### **SECTION 7 – PAYMENT.**

As full payment for the faithful performance of all work performed under a specific Work Order, the Authority shall pay the contractor for actual quantities installed and accepted based upon the unit prices set forth on the contractor's Bid Proposal Form. Payment for each Work Order shall be made only for work completed in accordance with the applicable Work Order, the Contract, and all other Contract Documents.

- A. Progress Estimates and Pay Requests.** The contractor shall submit a pay request for each open Work Order for all work performed during the previous month no later than the fifth (5th) day of each month. The Authority will process and issue payment for all approved work within thirty (30) days of receipt of a complete and correct pay request by the Authority. The Authority must inspect all work for which a pay request is submitted prior to release of payment. Any and all lines (or other work) that fail to pass inspection will not be paid for until the appropriate corrections have been made by the contractor and another inspection is

completed by the Authority. The Authority may withhold retainage on any Project or Work Order, in accordance with Georgia law.

On each pay request, the Authority shall pay to the contract the sum due as estimated above for all completed work, after deducting the accumulated retainage percentage, all payments previously made, and all deductions authorized under the provisions of the Contract.

No progress estimate or payment shall be required to be made when, in the judgment of the Authority, the total value of the work done since the last estimate amounts to less than One Thousand Dollars (\$1,000.00).

The contractor shall not by reason of said payments be relieved from responsibility for the said materials and the protection thereof and shall make good any loss or damage thereto and shall be responsible for the entire work until the same is finally accepted by the Authority.

Final payment on a Work Order shall be made within thirty (30) days of:

1. Receipt of the final pay request, or
2. Completion and acceptance of all work required under the Work Order, whichever is later.

**B. Retainage.** On projects in excess of \$250,000.00, the Authority shall retain 5% retainage on each pay request in an interest-bearing account until 100% of the work is completed, in accordance with Georgia law. Said retainage shall be withheld until final acceptance of the Project by the Authority.

If proper protection is not being maintained on materials in storage for which the Authority has made payments as set forth in the preceding paragraph, the Authority may, after notice in writing to the contractor, retain from subsequent progress estimates all or any portion of the amount paid for such materials until such time as suitable protection is afforded or the materials are placed or set in the Project and accepted.

**C. Withholding of Payments.** The Authority may, for cause shown to exist and without incurring any liability for interest, withhold issuance or approval of any payment request to the extent necessary to protect the Authority from loss on account of:

1. Defective work not remedied;

2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the contractor to make payments promptly to subcontractors for materials and/or labor;
4. A reasonable doubt that the work under a Work Order can be completed for the balance unpaid of the Work Order amount;
5. Damage to the Authority or another contractor;
6. Failure to complete the contract within the time specified;
7. Failure to carry out the Contract or any Work Order in any respect.

In the event of withholding payment for any of the above causes, as soon as the reason for withholding payment has been removed, payment shall be issued for the amounts withheld.

**D. Liquidated Damages.** If a Work Order specifies liquidated damages for failure to complete the work within the time stated therein, and the contractor fails to achieve final completion of the work under that Work Order within such time, as the same may be extended in accordance with the Contract Documents, the contractor shall be liable to the Authority for liquidated damages in the daily amount stated in the Work Order for each calendar day of delay until final completion is achieved. Such liquidated damages may be deducted by the Authority from the payment due the contractor, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due to the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor and the balance, if any, paid to the Contractor. If the liquidated damages exceed the amount of all moneys due or to become due to the Contractor, then the Contractor or his surety shall pay the excess balance to the Owner.

**E. Final Payment.** Final payment on a Work Order shall be made within thirty (30) days of (a) receipt of a complete and correct final pay request for that Work Order or (b) completion and acceptance of all work required under the Work Order, whichever is later.

The final payment to the contractor shall include an amount equal to the total amount earned, less the amount of all previous payments and any amounts to be retained under the provisions of the contract. All prior

estimates and payments shall be subject to correction in the final estimate and payment.

The approval of the final estimate and payment by the Owner of the amount due to the Contractor shall constitute acceptance of the work.

The Contractor, his surety, and each assignee under any assignment in effect at the time of final payment shall, if required by the Owner, execute and deliver, at the time of and as a condition precedent to final payment.

- F. Contractor's Certificate and Surety Company Statement.** Before payment of the final estimate is made, the contractor shall furnish a contractor's certificate stating that all offers for labor and materials and all outstanding claims and indebtedness, including state and federal taxes requested to be withheld, of whatsoever nature arising out of the performance of the contractor have been paid.

In accordance with performance and payment bond requirements as outlined in these General Conditions and Specifications, the Contractor shall also furnish a statement by the surety that, after making a careful examination of the books and records of the contractor, the surety is satisfied that payment of all the above such bills, claims, and indebtedness has been made.

- G. Money May Be Retained.** The Authority may keep any money which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefore to the payment of any expenses, losses, or damages incurred by the Authority, and may retain, until all claims are settled, so much of such money as the Authority shall be of the opinion will be required to settle all claims filed with the Authority, its officers, agents, and employees relating to the Contract.

- H. Liability of Authority.** No person, firm, or corporation, other than the signer of the Contract as contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the Authority nor any agent of the Authority shall be liable for or be held to pay any money, except as herein provided. The acceptance by the contractor of the payment of the final estimate shall operate as and shall be a release to the Authority, and every agent of the Authority, from all claims and liability to the contractor for anything done or furnished or relating to the work under the Contract, or for any act or neglect of the Authority or of any person relating to or affecting the work, except the claim against the Authority for the remainder, if any there be, of the amounts kept or retained as herein provided.

- I. No Waiver.** The Authority shall not be precluded or estopped by any measurement, estimate, or certificate made by or for the Authority either before or after completion and acceptance of the work any payment therefore, from showing the true amount and character of the work performed and materials furnished by the contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or the work or materials do not comply in fact with the Contract or applicable Work Order. The Authority shall not be precluded or estopped, notwithstanding any such measurement, estimate, certificate, or payment in accordance therewith, from recovering from the contractor and its surety such damages as the Authority may sustain by reason of the contractor's failure to comply with the terms of the Contract or any Work Order thereunder. Neither the acceptance by the Authority, or any representative of the Authority, nor any payment for, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Authority shall operate as a waiver of any portion of the Contract or of any right or power therein given, expressly or by implication, or arising therefrom. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.
- J. Contractor's Claims for Damages.** If the contractor claims compensation for any damages sustained by breach of contract or otherwise, be the same based on claims that due and full credit has not been given the contractor for work performed or material furnished in accordance with the terms of the Contract or for any other cause, the contractor shall promptly after the sustaining of any such damage, make a written statement of the nature of the damage sustained to the Authority, and shall on or before the fifteenth (15th) day of the month following that in which the damage shall have been sustained, file with the Authority an itemized statement of the details and amount of such damage, and unless such statement is made as thus required, the contractor's claim for compensation shall be forfeited and invalidated and the contractor shall not be entitled to payment on account of any such damage.

## **SECTION 8 – PERFORMANCE AND PAYMENT BONDS.**

- A. Bonding Requirements Generally.** The successful contractor shall be required to provide the Authority with performance and payment bonds, issued by a surety approved by the Authority and in a form acceptable to the Authority (including, naming the Authority as obligee), for each work order that is \$250,000.00 or more, and shall, upon the Authority's request and at its sole discretion, provide performance and payment bonds for

Work Orders less than \$250,000.00, each in the amount of the applicable Work Order, which shall secure faithful performance of Contractor's obligations as required by Georgia Law. The performance and payment bonds shall comply in all respects with the requirements of the Georgia Local Government Public Works Construction Law, as set forth in O.C.G.A. § 36-91-1, et seq., as amended.

Sample performance and payment bonds are included in this Invitation for Bids package.

- B. Performance Bond.** The performance bond shall secure the faithful performance of the Contract and indemnify the Authority for any damages occasioned by a failure to perform the contract within the prescribed time. The performance bond shall be payable to, in favor of, and for the protection of the Authority.
- C. Payment Bond.** The payment bond shall be payable to the Authority and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract.
- D. Duration of Bonds.** The performance and payment bonds shall be kept effective and in full force throughout the entire Contract and for one (1) year after the completion and final acceptance of the Project as assigned by Work Order. The bonds shall serve as a guarantee of the function and workmanship of the work performed by the contractor. The bonds shall make the contractor's surety responsible for underwriting the work against faulty workmanship or defective materials. Final acceptance of the work shall not relieve the surety of the responsibility for a period of one (1) year after final acceptance of the Project as assigned by Work Order by the Authority.
- E. Changes Not to Affect Bonds.** It is specifically agreed and understood that any changes made in the Contract Documents for the Contract or for any Work Order (whether such changes increase or decrease the amount work, or change the manner or time of payment, or otherwise modify the work to be performed) shall in nowise annul, release, or affect the liability of the surety on the performance and payment bonds given by the contractor.
- F. Default.** If, after written notice of default, the contractor fails to cure any default within ten (10) days of written notice thereof, the Authority shall be entitled to demand payment in the form of a draw against the applicable performance or payment bond or letter of credit, by submitting

a signed statement to the surety or the bank certifying any of the following conditions with the respect to the Contract or any Work Order:

1. The contractor has failed, in any regard, to comply with the Project plans and/or drawings incorporated in the applicable Work Order;
2. The contractor has failed, in any regard, to comply with the Authority's Design and Construction Standards and/or Rules and Regulations;
3. The contractor has failed to complete the Work Order in a timely fashion; or
4. The contractor has, in any manner, created a danger of disturbance of operation, or any other violation of the integrity, of the Authority's existing water and/or sanitary sewer systems.

#### **SECTION 9 – INSURANCE.**

The contractor shall be required to maintain and provide proof of insurance throughout the term of the Contract, as the same may be renewed and extended, as follows:

Without restricting the obligations or liability of the contractor under the Contract, the contractor shall, at his own cost and expense, carry and maintain insurance of the types and amounts listed below:

- A. Worker's Compensation Insurance, as required by the laws of the State of Georgia;
- B. Contractor's Direct Bodily Injury Liability Insurance;
- C. Contractor's Direct Property Damage Liability Insurance, including collapse, blasting, explosion, and underground damages;
- D. Contractor's Protective Bodily Injury Liability Insurance;
- E. Contractual Bodily Injury Liability Insurance, covering the liability assumed by the contractor;
- F. Contractual Property Damage Liability Insurance, covering the liability assumed by the contractor;

- G.** Bodily Injury Liability Insurance, covering all motor vehicles owned by the contractor and all motor vehicles not owned by the contractor while such vehicles are being operated in connection with the prosecution of the work under the contract with the Authority; and
- H.** Property Damage Liability Insurance, covering all motor vehicles owned by the contractor and all motor vehicles not owned by the contractor while such vehicles are being operated in connection with the prosecution of the work under the contract with the Authority.

All Bodily Injury Liability Insurance shall be provided with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) per person and One Million Dollars (\$1,000,000.00) per accident.

All Property Damage Liability Insurance, except that covering motor vehicles, shall be provided with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) per accident, and, subject to such limit per accident, One Million Dollars (\$1,000,000.00) on account of all accidents. Property Damage Liability Insurance covering the operation of motor vehicles shall be provided with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) per accident.

All policies shall be so written that the Authority will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates in triplicate from the insurance carrier, stating the limits of liability and expiration date, shall be filed with the Authority at the time of execution of the Contract. Such certificates shall not merely name the type of policy provided but shall specifically refer to the Contract and this requirement, and state that such insurance is as required hereby.

All policies shall specifically name the Authority as an additional insured, which shall also be indicated on the certificates of insurance coverage.

## **SECTION 10 – MATERIALS.**

The Authority will supply all materials for the pipe installation projects performed under the Contract, including but not limited to pipe, valves, valve boxes, valve markers, tapping saddles, pressure reduction valves, air release valves, fittings, grass, seed, hay, silt fence, and concrete for thrust blocks.

The Authority's inspector will approve material quantities for each Work Order. All excess materials from any Work Order shall be returned to the Authority by the contractor.

The contractor shall provide personnel and equipment, as needed, to unload pipe at the Project work site from delivery trucks and to pick up valves, fittings, and appurtenances from the Authority's supply yard located at Field Complex B, 7725 W. Strickland Street, Douglasville, Georgia 30134 ("Field Complex B").

In the event that pipe must be transported by the contractor from the Authority's supply yard at Field Complex B to a Project work site under a Work Order, the Authority will provide personnel and equipment, as needed, to load the pipe onto trucks and/or trailers supplied by the contractor. Tie-down, transport, and unloading of pipe at the Project work site shall be the sole responsibility of the contractor and shall be performed in strict compliance with all applicable local and state requirements.

### **SECTION 11 – LABOR AND EQUIPMENT.**

The contractor agrees to furnish all equipment, tools, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial, and workmanlike manner, the designated 12-inch ductile iron pipe installation Projects issued as Work Orders under the Contract, in accordance with the project drawings for the applicable Work Order, the Authority's Design and Construction Standards, and any other applicable local, state, or federal requirements.

The contractor shall flush each line installed under any Work Order to remove foreign particles/matter. The contractor shall also test and sterilize each line installed in accordance with the Authority's Design and Construction Standards for the applicable Project.

### **SECTION 12 – LEGAL OBLIGATIONS.**

**A. Indemnification of the Authority.** The contractor shall be responsible, at all times, for all injury or damage of any kind resulting from any work (or omission) to persons or property, including employees and property of the Authority. The contractor shall indemnify and forever hold and save the Authority harmless from and against all claims or actions, and expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Contract and/or any Work Order issued to the contractor thereunder, or by conditions created thereby or arising out of, or in any way connected with said work (or any act or omission). The contractor shall assume and pay for, without cost to the Authority, the defense of any and all claims, actions, and litigation suffered through any act or omission of the contractor. The contractor expressly agrees to defend against any

claims brought or actions filed against the Authority, where such claim or action involves, in whole or in part, the subject of indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. All crews, subcontractors, agents, employees, entities, or individuals assigned by the contractor to perform any work under the Contract and/or any Work Order issued thereunder shall be the responsibility of the contractor.

- B. Risk of Loss on Contractor.** All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under the Contract, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements, or from any cause or causes whatsoever, until the applicable Project has been finally accepted by the Authority, shall be sustained and paid for by the contractor.
- C. Information Not Guaranteed.** It is understood and agreed that the Authority does not warrant or guarantee the information provided or the materials or conditions to be encountered during construction of any Project. The contractor shall be responsible for investigating the Project site(s) for each Work Order and satisfying himself regarding the character, quantities, and conditions of the various materials and work to be done. The contractor assumes the risk of all discrepancies between the information given and the actual conditions encountered.

It is further understood and agreed that the contractor will not use any of the information made available to it, or obtained in any examination made by it, in any manner as a basis or ground of claim or demand of any nature against the Authority, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work on any Project under the Contract.

- D. Protection of Existing Structures.** The contractor shall so conduct his operations under each Work Order as not to damage existing structures, whether above or below ground. In case of any such damage resulting from the contractor's operations, the contractor shall, at his own expense, promptly repair and make good as new the damaged portions to the satisfaction of the Authority and any other affected owner.
- E. Intoxicating Liquors and Illegal Drugs.** The contractor shall not permit the presence or use of intoxicating liquors or illegal drugs upon or about any Project work site or in connection with any work provided for in the Contract or any Work Order. The contractor shall be responsible for

ensuring that all employees, subcontractors, and agents comply with this requirement.

- F. Compliance with Applicable Laws.** The contractor shall keep himself fully informed of all existing and future State and federal laws, all regulations of the various departments and agencies of the State in which the work is to be performed, and municipal ordinances and regulations in any manner affecting the work or those engaged or employed in the work, including but not limited to the Authority's Design and Construction Standards and the Authority's Rules and Regulations. The contractor shall at all times observe and comply with, and shall cause all his agents, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Authority and the Authority's representatives, officers, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by the contractor or the contractor's agents, employees, or subcontractors.
- G. Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted into these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.
- H. Patents.** The contractor shall indemnify and save harmless the Authority, and all persons acting for or on behalf of the Authority, from all claims and liability of any nature or kind, including costs and expenses, arising from or occasioned by any infringement or alleged infringement of patent rights on any invention, process, article, or apparatus, or any part thereof, furnished and installed by said contractor or arising from or occasioned by the use or manufacture thereof, including their use by the Authority.
- I. Immigration Compliance.** Each bidder shall certify its compliance with the Georgia Security and Immigration Compliance Act of 2006, as amended, and the federal employment eligibility verification program currently known as E-Verify, or any successor program, to be utilized for these purposes. Such certification shall be included with the bid submittal and shall be in the form required by the Authority an applicable law, including the Contractor's E-Verify Company identification number and date of authorization, if applicable, along with any affidavit required by

applicable law. Any subcontractor engaged by the successful contractor shall also provide such certification (including any required affidavit(s)), as required by law and in a form satisfactory to the Authority, prior to performing any work pursuant to a Work Order under the Contract. The contractor shall be responsible for ensuring that all subcontractors maintain such compliance for the duration of their work pursuant to a Work Order under the Contract.

### **SECTION 13 – PROJECT SITES; TRAFFIC.**

The base bid prices solicited are for pipe installation Projects in non-congested areas. The Authority reserves the right to negotiate rates or additional fees with the awarded low bidder for pipe installation Projects, issued as specific Work Orders, in project areas that are more congested in either right-of-way space or traffic patterns.

Traffic shall not be restricted on state highways, main thoroughfares, or major roads during commuter hours or high traffic times on any Project or Work Order under the Contract.

### **SECTION 14 – RESTORATION OF WORK SITE.**

The contractor shall return all disturbed areas for each Project performed under a Work Order to their pre-existing condition or better. All backfilled areas for a Work Order must be seeded and mulched by the end of each work shift. All landscaping for a Work Order shall be completed to within 100 feet of the ongoing work by the end of each work shift. After permanent grass for a Project performed under a Work Order has matured, the contractor shall return to the project site and remove all temporary soil erosion control devices and sediment barriers, such as silt fencing and stone check dams. Pre-existing sodded yards shall be restored with like sod for each Work Order.

The contractor shall be solely responsible, under the Contract and each Work Order, for the removal of debris or spoil generated by the contractor from the work site. It is a violation of state law and local ordinances for mud, dirt, rocks, or debris to be deposited on public roads. No spoil will be allowed on paved public roads. Public roads shall be kept clean at all times at the sole expense of the contractor.

The contractor agrees to perform the designated pipe installation Projects under the Contract without any adverse environmental impacts. The contractor agrees to implement and enforce sound pollution prevention practices to control erosion and sedimentation, petroleum leaks and spills, chemical spills, and litter throughout all phases of each Project performed under a Work Order.

## **SECTION 15 – PAVEMENT REPLACEMENT.**

The contractor shall be responsible, under the Contract and each applicable Work Order, for any inspection fees charged by local governing entities where pavement, driveway, or sidewalk cuts are made for 12-inch ductile iron pipe installation with authorization by the appropriate governing entity. The size of the pavement, driveway, or sidewalk cut for a Project shall be approved by the Authority, and only the minimum cut that is needed to complete the work will be approved. Any overcut will be back-charged to the contractor. Failure to comply with these notice procedures shall be deemed to be a waiver of any claim of right to extension of the Contract for an additional term. The Authority reserves the right to use its paving contractor for any pavement, driveway, or sidewalk repairs necessitated by work under the Contract and all Work Orders issued.

## **SECTION 16 – WARRANTY.**

The contractor shall warrant all work performed under the Contract and any Work Order entered pursuant thereto for a period of one (1) year from the date of acceptance of the applicable Project by the Authority. The contractor shall guarantee all work to be performed in a good and workmanlike manner in compliance with all contract documents and the Authority's Design and Construction Standards.

The Contractor agrees to replace and/or repair any work that may be rejected due to workmanship (a) prior to final completion and acceptance of the work under the applicable Work Order by the Authority or (b) within the one (1) year warranty period required by this Section. If any problems are detected with the work on a Project after acceptance, the Authority will notify the contractor in writing by mail. Should problems arise that require emergency action, the Authority will attempt to contact the contractor through the 24-hour a day contact required by Section 17 below. However, if the Authority is unable to reach the contractor, or if the contractor fails for any reason to accomplish resolution of the identified issues, then the Authority shall correct all problems and back-charge the contractor, who shall be responsible for all charges associated with the corrective/repair work at the current billing rates established by the Authority.

## **SECTION 17 – CONTRACTOR INFORMATION.**

- A. Legal Address of Contractor.** Both the address given in the bid submitted by the contractor and the contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communication to the contractor shall be certified,

mailed, or delivered. The delivering or depositing in a postpaid wrapper, in any post office box regularly maintained by the United States Post Office, or any notice, letter, or other communication directed to the contractor at either such address shall be deemed sufficient service thereof upon the contractor, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the contractor and delivered to the Authority. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the contractor personally.

- B. Twenty-Four Hour Contact.** The contractor shall at all times during the term of the Contract provide the Authority with the name and current phone number(s) for a twenty-four (24) hour a day contact. Said contact shall be an authorized agent of the Contractor with authority to initiate, direct, and control the work of the contractor on all Projects and Work Orders issued under the Contract, including the contractor's own crews and any approved subcontractors.

The inability of the Authority to reach the contractor's required twenty-four (24) hour a day contact regarding any Project or Work Order may be deemed a default or breach of the Contract by the contractor.

## **SECTION 18 – PROSECUTION AND PROGRESS OF WORK.**

- A. Duty to Employ Sufficient Labor and Equipment.** The contractor shall have a continuing duty to employ sufficient labor and equipment to insure the property and timely completion of the Project. If the contract is not, in the opinion of the Authority, employing sufficient labor or equipment to complete the Project within the time specified, the contractor shall, upon request by the Authority, employ such additional labor and equipment as may be necessary to enable the work to progress properly.
- B. Character of Workmen and Equipment.** The contractor shall employ such workmen as are careful and competent. No minors shall be employed by the contractor. The Authority may, in writing, demand the dismissal of any person or persons employed by the contractor in, about, or upon the work who shall misconduct himself or be incompetent or negligent in the performance of his or her duties or neglect or refuse to comply with directions given. Any such person or persons shall not be employed again thereon without the written consent of the Authority. Should the contractor continue to employ, or again employ, such person

or persons, the Authority may withhold all payments which are or may become due to the contractor.

- C. **Night Work**. No night work shall be permitted on the Project, except in case of emergency and then only to such an extent as is absolutely necessary.
- D. **Work on Sundays and Holidays**. No Sunday work will be permitted, except in case of great emergency and then only upon written notification of the Authority.

The contractor shall not allow any work to be done under this Contract on legal holidays, except upon written notification to the Authority. Any request by the contractor to work on a legal holiday shall be submitted in writing to the Authority at least forty-eight (48) hours in advance.

#### **SECTION 19 – CONTROL OF WORK.**

- A. **Subcontractors to Be Approved by the Authority**. The contractor shall submit in writing to the Authority before performing work under any Work Order, the name and scope of work of each proposed subcontractor.

It is hereby mutually agreed that the Authority shall have the right, in its sole discretion, to disapprove of any subcontractor, in which event the contractor shall employ an approved subcontractor or do the work himself; or to disapprove of the performance of any portion of the work under the subcontract, in which event the contractor shall do the work himself. The contractor agrees that the approval of such subcontracting of work or of subcontractors shall in nowise lessen the contractor's responsibility for strict compliance with all provisions of the Contract and applicable Work Orders.

The Authority will not deal with any subcontractor.

- B. **No Subletting or Assignment**. The contractor shall give its personal attention constantly to the faithful prosecution of the work under the Contract and each applicable Work Order, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, nor subcontract the work or any part thereof without the previous written consent of the Authority, and shall not either legally or equitably assign any of the monies payable under the Contract pursuant to a Work Order, or his claim thereto, unless by and with the like consent of the Authority and the surety on the performance and payment bonds. Any assignment or subletting made without such consent shall be void.

C. **Absence of Contractor.** Whenever the contractor is not present on any part of the work, it shall have a competent superintendent or foreman, acceptable to the Authority, on site with full authority to receive and carry out directions regarding work under the applicable Work Orders. Any notice or order given by the Authority to such superintendent or foreman shall be deemed notice to the contractor.

D. **Interference with and Protection of Streets and Waterways.** The contractor shall not close or obstruct any portion of a street, road, private way, waterway, or river, except as allowed by the permits and approvals applicable to the work under the relevant Work Orders and Contracts and in accordance with all applicable laws, regulations, and local ordinances. The contractor shall at all times keep, proper guards and, at night, suitable and sufficient warning lamps for the prevention of accidents, furnish watchmen to direct traffic where required to protect life or property, and observe policy regulations and local ordinances. If any such way shall be rendered unsafe by the contractor's operations, it shall make such repairs or provide such temporary ways or guards as necessary.

E. **Sanitary Regulations.** The contractor shall provide adequate sanitary conveniences for the use of those employed on the work under any Work Order, and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the work, shall be constructed and maintained at such points and in such manner as may be approved, and shall be removed after departure of the last employees from the job.

During the performance of the work under any Work Order, the contractor shall keep the property and the surrounding areas free from the accumulation of waste materials or rubbish caused by the contractor's operations. If the contractor fails to keep the site clean, the Authority may do so at the expense of the contractor.

The contractor shall strictly prohibit the commission of nuisances on the lands of the Authority or others, around the works, or on adjacent property, and shall be responsible for correcting any such conditions caused thereby.

F. **Protection of Materials and Equipment.** The contractor shall furnish all labor, tools, equipment, and supervision necessary to perform the work under the applicable Work Orders and Contract. The Authority shall not be required to furnish any construction equipment, tools, machinery, or

temporary works for the performance of the work under the Contract and applicable Work Orders.

All materials and/or equipment to be incorporated in the work, whether furnished by the Authority, the Contractor, or others, and whether located at an Authority facility, in transit, or on the project site, shall be properly handled, stored, and protected so as to preserve their finish, quality, and fitness for the work, or otherwise protected from corrosion and damage. From the time the contractor or its subcontractors first take custody or control of such materials and/or equipment (including, picking materials up from an Authority-designated location) until final acceptance of the work, the contractor shall be responsible for their safekeeping and protection from loss, theft, damage, or deterioration, and shall promptly repair or replace, at its own expense and to the satisfaction of the Authority, any materials or equipment that are lost, stolen, damaged, or improperly handled while in the contractor's custody or control.

Where considered necessary to secure proper protection, the materials shall be placed on racks, platforms, or hard clean surfaces not subject to surface drainage. Factory finished items shall be stored above ground, covered, individually sealed, or housed indoors as required. Materials not properly stored, housed, or maintained in condition for service as intended will neither be paid for as stored materials nor as materials incorporated in the work.

- G. Access to Work.** The Authority and its representatives, agents, and employees, may, for any purpose, enter upon the work and the premises used by the contractor in connection with the work under any Work Order, and the contractor shall provide safe and proper facilities for said entry. Representatives of the appropriate state and federal regulatory agencies and the local governing body shall likewise be provided access to the work under any Work Order during normal working hours.
- H. Inspection.** All materials and workmanship used or performed in carrying out the work under any Work Order (including, materials furnished by the Authority) shall be subject to inspection. The contractor shall afford every reasonable facility for such inspection on the site of performance, even to the extent of uncovering or taking down portions of completed or partially completed work upon order.
- I. Mistakes of Contractor.** The contractor shall pay to the Authority all expenses, losses, and damages incurred in consequence of any defect, omission, or mistake of the contractor or his employees for the making good thereof.

- J. Precautions During Adverse Weather.** During adverse weather, the contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. The Authority may suspend operations of the contractor at any time when, in the Authority's judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be in any season.
- L. Stoppage of Work.** If the work to be performed under the Contract or any Work Order shall be abandoned, or all or any part thereof shall be subcontracted without previous written consent of the Authority, or if any claim under the Contract is assigned by the contractor otherwise than as herein specified, or if at any time the Authority's representative shall be of the opinion and shall so certify in writing that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of the Contract or applicable Work Order, the Authority may notify the contractor by a written order with a copy mailed to the home office of the surety to discontinue all work, or any part thereof; and thereupon the contractor shall discontinue such work or such part thereof as the Authority designates, and the Authority may thereupon, by Contract or otherwise, as it may in its best interest determine, complete the work or such part thereof and charge the entire expense of so completing the work or any part thereof to the contractor or his surety.
- M. Oral Modification.** No oral statement of any person whomsoever in any manner or degree shall modify or otherwise affect the terms of this Contract or any Work Order thereunder.

## **SECTION 20 – INSPECTION AND CORRECTION OF WORK.**

- A. Right of Inspection.** The Authority shall have the right to inspect the work of the contractor at any time, whether such work is performed under a particular Work Order or any Contract incorporated therein.
- B. Final Inspection.** After the cleaning up of the work, premises, adjacent property, streets, alleys, manholes, and all other areas or structures in any way connected with the completion of the work under the applicable Work Order, the work as a whole shall be observed by the Authority.
- C. Correction of Work Before Final Payment.** The contractor shall promptly remove from the site of the work and replace and/or redo, in accordance with the applicable Work Order and Contract and without

expense to the Authority, all work failing to conform to the Work Order, whether or not incorporated in the work, and shall bear the expense of making good all work of other contractors damaged or destroyed by such removal and replacement.

### **SECTION 21 – REPAIRS BY THE AUTHORITY.**

If any repair or site restoration work, including but not limited to soil erosion and sedimentation control, is required on any Project performed under the Contract and the Authority is unable, for any reason, to reach the designated twenty-four (24) hour a day contact or other identified authorized representative of the contractor, within sixty (60) minutes, then the Authority shall be entitled to back-charge the contractor the sum of \$1,000.00 per affected Work Order, plus the costs of the repair and/or restorative work, which shall be deemed liquidated damages.

Additionally, if any faulty installation or incomplete performance by the contractor under the Contract or any Work Order is repaired or completed by the Authority, the costs of such repair shall be back-charged to the contractor.

A detailed explanation of all back-charges shall be provided to the contractor in writing, which may reference the specific Work Order and Project to which the back-charges relate.

### **SECTION 22 – SAFETY AND HEALTH REGULATIONS.**

The contractor shall be fully and solely responsible for job site safety and all safety related matters. The Authority and the Authority's representatives, officers, and agents shall not be responsible for job site safety. The contractor shall indemnify the Authority and the Authority's representatives, officers, and agents for any and all job site safety matters.

The contractor shall comply with the safety and health standards of the United States Department of Labor, and of the State in which the work is performed, pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970. The Department of Labor has adopted regulations entitled "Safety and Health Regulations for Construction" and subsequent amendments promulgated by the Department of Labor, Chapter XVII of Title 29, Code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).

The contractor shall maintain an accurate record of, and will report to the Authority, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies, and equipment incident to the work performed under this Contract.

Compliance with the provisions of this Section by subcontractors shall be the responsibility of the contractor.

**SECTION 23 – JURISDICTION AND VENUE.**

The contractor, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under the Contract and/or any Work Order entered pursuant hereto, shall be subject to the exclusive jurisdiction and venue of the Superior Court of Douglas County, Georgia. By submitting a bid, and by issuing any required bond, the bidder and any surety do each agree that exclusive jurisdiction and venue in the Superior Court of Douglas County, Georgia is appropriate since performance of the underlying Contract and all Projects and Work Orders for which such bonds shall be given is to be accomplished within Douglas County, Georgia.

**GEORGIA SECURITY AND IMMIGRATION ACT OF 2006**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT  
(CONTRACTOR AFFIDAVIT - DUE WITH BID)**

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 Douglasville – Douglas County Water and Sewer Authority, has registered with, is authorized to use and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A § 13-10-91. The undersigned affirms that it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Douglasville – Douglas County Water and Sewer Authority, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1). The Contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Douglasville – Douglas County Water and Sewer Authority, at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
[Contractor Name]

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT  
(SUBCONTRACTOR AFFIDAVIT)**

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 Douglasville – Douglas County Water and Sewer Authority, has registered and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
[Subcontractor Name]

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

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



**BIDDER'S AFFIDAVIT OF NONCOLLUSION**

The undersigned Bidder hereby declares under oath that:

- (a)** No collusion has occurred with any other contractor, subcontractor, material and equipment supplier, or other persons or parties having any interest in this Invitation for Bids or any pipe installation projects to be performed pursuant hereto.
  
- (b)** The Bidder has not directly or indirectly prevented or attempted to prevent competition in this bid process by any means whatsoever.
  
- (c)** The Bidder has not directly or indirectly prevented or endeavored to prevent anyone from submitting a bid by any means whatsoever, nor has the Bidder caused or induced another to withdraw a bid pursuant to this Invitation for Bids.

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Printed Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

(Corporate Seal, if applicable)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

STATE OF GEORGIA  
COUNTY OF DOUGLAS

**CONTRACT  
FOR  
12-INCH DUCTILE IRON PIPE INSTALLATION**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between

(CONTRACTOR NAME),  
a Georgia corporation,  
hereinafter referred to as the "Contractor,"

and

DOUGLASVILLE-DOUGLAS COUNTY WATER AND SEWER AUTHORITY,  
a public body corporation of the State of Georgia,  
hereinafter referred to as "Authority."

W I T N E S S E T H:

WHEREAS, the Authority, in compliance with the Georgia Local Government Public Works Construction Law, advertised an Invitation for Bids for a Contract for 12-inch Ductile Iron Pipe Installation, on an as-needed basis; and

WHEREAS, (CONTRACTOR NAME) submitted the lowest base bid in response to said Invitation for Bids, and the Authority did, by proper resolution of its Board of Directors on (DATE), award the bid for a Contract for 12-inch Ductile Iron Pipe Installation to (CONTRACTOR NAME); and

WHEREAS, the parties desire to enter into this written agreement, setting forth the respective duties and obligations of the parties with respect to said Contract for 12-inch Ductile Iron Pipe Installation.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements set forth herein, the Contractor and the Authority agree as follows:

(1) The Contractor shall provide all labor, tools, equipment, and supervision necessary for the installation of such 12-inch ductile iron pipe for

Authority projects, as may be requested in the form of a written Work Order by the Authority. The Authority shall provide all pipe and materials necessary to complete said 12-inch ductile iron pipe installation projects.

(2) All work shall be performed in compliance with the following documents, which are incorporated by reference as if set forth verbatim in this Contract, and shall be collectively referred to as the Contract Documents:

- i. The Invitation for Bids soliciting for a Contract for 12-inch Ductile Iron Pipe Installation, dated (DATE), 2026;
- ii. All bid documents submitted by the Contractor; and
- iii. All of the Authority's Design and Construction Standards.

(3) The terms and conditions of this Contract include all terms and conditions set forth in the Contract Documents identified in Paragraph 2. The Authority and the Contractor, each for themselves and for their respective successors, transferees, and assigns, do hereby agree that they will faithfully and fully perform their respective duties under this Contract in full compliance with the Contract Documents.

(4) Each project to be installed by the Contractor shall be identified in a specific written Work Order describing the work to be performed and including project specific drawings and such other information as may be necessary and useful in identifying the project and describing the work to be performed. The basic format of the Work Orders to be issued under this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. Each Work Order shall be approved and executed by both parties in writing. Each Work Order shall be numbered consecutively, shall reference this Contract, and shall be deemed an authorization for the Contractor to proceed with the assigned work upon execution by both parties.

(5) The Authority reserves the right to negotiate and issue change orders as deemed necessary and beneficial to the Authority in the completion of any pipe installation project assigned to the Contractor under this Contract. No change order shall be effective unless and until set forth in a writing signed by authorized representatives of both parties.

(6) All job site safety and related matters shall be the sole responsibility of the Contractor. The Authority and its agents, employees, or representatives shall have no responsibility for job site safety. The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and

employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the construction of any project assigned by Work Order, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, or the Authority.

(7) The Contractor shall indemnify and hold harmless the Authority from and against any and all loss and/or expense which it may suffer or pay as a result of claims or suits due to, or because of, or arising out of any and all injuries, deaths, and/or damage, irrespective of the Authority's negligence (except that the Authority shall not be indemnified for its own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense any suit, action, or other legal proceedings arising therefrom, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the Authority. In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the Authority, the Authority may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it from any and all claims, expense, loss, damages, or injury. Such protection and indemnity shall be included in the payment and performance bonds provided by the Contractor for the benefit of the Authority.

(8) As a condition precedent to the effectiveness of this Contract, the Contractor shall promptly provide the Certificates of Insurance showing the Authority as an additional named insured for the policies and coverages required by the Contract Documents. The Contractor shall provide payment and performance bonds for the full value of all work assigned by any Work Order under this Contract to meet the requirements of the Georgia Local Government Public Works Construction Law and such bonds shall be approved by the Authority. The Authority, in its sole discretion, may approve an irrevocable letter of credit, in a form acceptable to the Authority, for payment and performance security up to the statutory limit of \$750,000.00.

(9) The Contractor shall warrant and guarantee all of its work for a period of one (1) year from the date of acceptance by the Authority.

(10) This Contract shall extend for a period of two (2) consecutive years from the date of award of the bid by the Authority's Board of Directors on (DATE) and shall expire on (DATE), unless renewed and extended for one or more additional one-year terms. The Authority reserves the right to renew and extend this Contract for 12-inch Ductile Iron Pipe Installation for additional terms upon the mutual agreement of the parties, provided that the terms and conditions of this original contract, including pricing, remain the same, and

further provided that performance of the Contractor is deemed satisfactory in the sole discretion of the Authority.

(11) This Contract is made and entered into and shall be governed by and construed in accordance with the laws of the State of Georgia. The Contractor and the Authority hereby stipulate and agree that any and all claims, demands, actions, or suits whatsoever arising out of or related to this Contract shall be subject to the exclusive jurisdiction of the Superior Court of Douglas County, Georgia. The parties further agree that exclusive jurisdiction and venue in said forum is proper and appropriate since performance of this Agreement is to be accomplished within Douglas County, Georgia. The Contractor, by entering into this Contract with the Authority, does voluntarily submit to, and waive any objection to, said jurisdiction and venue.

(12) Any provision in this agreement that is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract.

(13) This Contract shall not be assignable by any party hereto without the prior written consent of the other party hereto.

(14) This Contract shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

(15) No provision of this Contract may be amended, waived, or otherwise modified without the prior written consent of all parties hereto. No action taken pursuant to this Contract shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement herein contained by the party taking such action. The waiver by any party hereto of a breach of any provision or condition contained in this Contract shall not operate or be construed as a waiver of any subsequent breach of any conditions hereof.

(16) This Contract, including all Contract Documents incorporated by reference herein, sets forth the entire agreement of the parties.

(17) This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereunto have respectively set their hands and affixed their seals the day and year first above written.

(CONTRACTOR NAME)

(Affix Corporate Seal)

By: \_\_\_\_\_  
(NAME )  
(TITLE)

Attest:

\_\_\_\_\_  
(NAME)  
Secretary

DOUGLASVILLE – DOUGLAS COUNTY  
WATER AND SEWER AUTHORITY

(Affix Authority Seal)

By: \_\_\_\_\_  
Cynthia A. Fedack  
Chairman

By: \_\_\_\_\_  
Gilbert B. Shearouse  
Executive Director

EXHIBIT "A"

WORK ORDER NO. \_\_\_\_\_

TO

CONTRACT FOR 12-INCH DUCTILE IRON PIPE INSTALLATION

PROJECT NAME: \_\_\_\_\_

WSA PROJECT: \_\_\_\_\_

This Work Order is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between (CONTRACTOR NAME) (the "Contractor") and the DOUGLASVILLE – DOUGLAS COUNTY WATER AND SEWER AUTHORITY (the "Authority").

For and in consideration of the mutual covenants, promises, and agreements set forth in the Contract for 12-inch Ductile Iron Pipe Installation, the parties hereto do execute this Work Order, which shall be incorporated into and become a part of said Contract(s) between the parties dated \_\_\_\_\_, 2026.

A. **PROJECT DESCRIPTION.** Pursuant to this Work Order, the Contractor is authorized and directed to perform and complete the following 12-inch ductile iron pipe installation project, including the provision of all labor, tools, equipment, and supervision necessary for completion of the project:

(Insert project description, scope of work to be performed, project drawings, etc.)

Upon execution by both parties, this Work Order shall serve as a Notice to Proceed.

B. **COMPENSATION.** The Authority shall compensate the Contractor for actual work performed, based on the unit prices set forth in the Contractor's bid and incorporated into the Contract and in accordance with the Contractor's price estimate, dated \_\_\_\_\_, a copy of which is attached hereto and incorporated herein by reference, pursuant to the monthly pay estimate procedure set forth in the Contract Documents. All other terms and conditions of such Contract are incorporated herein by reference and shall govern the work performed under this Work Order to the extent applicable to the related line items.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order the day and year first above written.

CONTRACTOR NAME

DOUGLASVILLE – DOUGLAS COUNTY  
WATER AND SEWER AUTHORITY

By: \_\_\_\_\_  
(NAME)  
President

By: \_\_\_\_\_  
Cynthia A. Fedack  
Chairman

Attest: \_\_\_\_\_  
(NAME)  
Secretary

By: \_\_\_\_\_  
Gilbert B. Shearouse  
Executive Director

(Corporate Seal)

(Corporate Seal)

**PERFORMANCE BOND**

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PAYMENT OF ALL SUBCONTRACTORS, SUPPLIERS, AND CLAIMANTS THEREUNDER WHO FURNISH LABOR, MATERIALS, EQUIPMENT, OR SERVICES IN THE PROSECUTION OF THE WORK UNDER THIS CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Legal Title and Address of the Contractor)

as Principal (hereinafter referred to as "Principal") and

\_\_\_\_\_  
(Legal Title and Address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the

**Douglasville - Douglas County Water and Sewer Authority**

as Obligee (hereinafter referred to as "Owner"), for the full and complete performance of the Contract between the Principal and the Owner, to which performance the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated \_\_\_\_\_, entitled Work Order No. \_\_\_\_\_ to a Contract for 12-inch Ductile Iron Pipe Installation, in the amount of \$ \_\_\_\_\_, which shall be performed in accordance with the Invitation for Bids and the Authority's Design and Construction Standards and specific project plans for said Work Order, which Contract, Invitation for Bids, Contractor's Bid Submittals, Design and Construction Standards and Work Order are incorporated herein by reference and made a part hereof, and are hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said Contract and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury, or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, or employees, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension or extensions of time, alteration or

alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the Invitation for Bids, or the Principal's bid shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract.

2. If pursuant to the contract documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly remedy the default or defaults or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within ten (10) days after receipt of a declaration of default of the Surety's election either to remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract.
3. Supplementary to and in addition to the foregoing whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within thirty (30) days of receipt of such notice, cause to be paid any unpaid amount for such labor, materials, equipment, or services.
4. It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
5. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of the Owner to be done under the contract documents.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

7. This bond shall be considered the same as a bond furnished under O.C.G.A. § 36-91-1, et seq., as amended, and all provisions of law pertaining to bonds furnished under said Chapter shall pertain hereto.
  
8. The Surety, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under this bond, shall be subject to the jurisdiction and venue of the Superior Court of Douglas County, Georgia. The Surety does agree, by execution of these documents, that jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which this bond is executed is to be accomplished within Douglas County, Georgia.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026.

In the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

(Principal)

\_\_\_\_\_

(Title)

(SEAL)

\_\_\_\_\_

Witness

\_\_\_\_\_

(Surety)

\_\_\_\_\_

(Title)

(SEAL)

**PAYMENT BOND**

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Legal Title and Address of the Contractor)

as Principal (hereinafter referred to as "Principal") and

\_\_\_\_\_  
(Legal Title and Address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the

**Douglasville – Douglas County Water and Sewer Authority**

as Obligee (hereinafter referred to as "Owner"), for the use and benefit of claimants defined, hereinafter, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated \_\_\_\_\_, entitled Work Order No. \_\_\_\_\_ to a Contract for **12-inch** Ductile Iron Pipe Installation, in the amount of \$\_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_), which shall be performed in accordance with the Invitation for Bids and the Authority's Design and Construction Standards and specific project plans for said Work Order, which Contract, Invitation for Bids, Contractor's Bid Submittals, Design and Construction Standards and Work Order are incorporated herein by reference and made a part hereof, and are hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the Invitation for Bids, or the Principal's bid shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension or extensions of time,

alteration or alterations or addition or additions to the terms of the Contract or to the work or to the specifications or plans.

2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said Contract.
3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Contractor furnishing said payment bond shall have the right of action upon the said payment bond upon giving written notice to said Contractor within ninety days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90 day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the Contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department or, notice may be served in any manner authorized by law to serve summons or process. Every suit instituted under this Section shall be brought in the name of the claimant without Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefore who submits an affidavit that he had supplied labor or materials for such work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the Contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the amount the superior courts are permitted to charge for similar copies.
4. No action can be instituted on this bond after one year from the date of the final acceptance of the work by the Owner.

5. It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, equipment, or services provided in the prosecution of the work.
  
6. This bond shall be considered the same as a bond furnished under O.C.G.A. § 36-91-1, et seq., as amended, and all provisions of law pertaining to bonds furnished under said Chapter shall pertain hereto.
  
7. The Surety, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under the Contract or this bond, shall be subject to the exclusive jurisdiction and venue of the Superior Court of Douglas County, Georgia. The Surety does agree, by execution of these documents, that exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying Contract for which this bond is executed is to be accomplished within Douglas County, Georgia.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026.

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Title)

(SEAL)