

CLAYTON COUNTY WATER AUTHORITY

Request for Bids

Wet Well Cleaning and Disposal Services

Bid Number: 2018-WR-05

Bid Opening:

**Tuesday, March 6, 2018 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260**

A D D E N D U M # 2

Dated: February 27, 2018

Acknowledgment of receipt of this addendum **MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFB.**

REVISION / ADDITION:

1. Replace page 2-8.2 with page 2-8.2R under Division 2 - Section 8: Small Local Business Enterprise (SLBE) - General Information provided with this Addendum. Revision includes the removal of SLBE Require Post Award Submittal
2. Revision includes removal of the SLBE-4 – Post Award – SLBE Participation Report – Bid Discount Instructions to Contractors and FORM SLBE-4, pages 2-8.4 and 2-8.5 from the RFB. We are only offering the bid discount to primes and the post award form is no longer required
3. Replace page 3-1.1 – 3-1.8 with 3-1.1R – 3-1.8R under Division 3 – Section 1: Agreement Form provided with this Addendum. Revision includes correcting the Description of Services information to the Request for Bid dated **January 2018** and adding information for response time for emergency services.
4. Replace page 4-1.1R with 4-1.1R2 under Division 4 – Section 1: General Requirements- Revised provided with this Addendum. Revision includes information for response time for emergency services under Unique “Emergency” Requirements.

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QUESTIONS:

- 1. Is there a time frame in which the service provider is required to respond to a request for emergency service?**

Answer: CCWA will require a response time for “emergency services” of four (4) hours for the Contractor to be at the CCWA onsite location. This response time does not apply to “regular scheduled services” as those required services will be scheduled at least a few days in advance.

- 2. Are there any ramifications and/or consequences for failure to accommodate the request for emergency service?**

Answer: CCWA reserves the right to procure such services by any other method, if the Contractor is not able to respond within the response time indicated in the question and response 1 as shown above. There will not be any other ramification, consequences or penalty to the Contractor.

- 3. Is a Confined Space Entry required for both Wet Well cleaning and Lift Station cleaning?**

Answer: Yes.

- 4. Is the Wet Well cleaning required to be complete in one (1) day or can it be spread out of a period of two (2) days?**

Answer: Depending on the volume to be removed from each wet well, that will be determined at the time of scheduling for the regular service between CCWA staff and the Contractor.

- 5. Does the active profile at Pine Ridge Landfill get billed to and paid from by Clayton County or does Pine Ridge bill the service provider who in turn will bill Clayton County?**

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A D D E N D U M # 2

Answer: The Contractor will need to pay any and all disposal costs whether to Pine Ridge Landfill or others. The Contractor must include the cost of the landfill in their price per gallon bid. CCWA will not pay Pine Ridge landfill directly or indirectly other than through the price per gallon bid.

SIGNATURE

COMPANY NAME

DATE

Division 2

Bid Requirements

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

8.1 Program Overview

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

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

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

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

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

Division 2

Bid Requirements

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

from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

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

8.2 Overview of Bid Discount

Bid Discounts are incentives that allow an original bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsive bidder, while the original bid amount will be the basis for the contract award.

Example: A \$100,000 bid with a 10% bid discount would be evaluated at \$90,000. However, \$100,000 would be paid to the successful bidder.

Bid Discounts will be applied to CCWA certified SLBE prime bidders only. *The use of certified SLBE sub-contractors will not establish eligibility to receive Bid Discounts.*

Any certified SLBE in the 11-county area (Clayton, Cherokee, Cobb, Dekalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Spalding and Rockdale) will be eligible to receive a 10% SLBE bid discount.

The calculation of SLBE bid discounts shall be as follows:

- (1) Discounts are given to CCWA certified SLBE prime bidders only.
- (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

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

Division 3

Contract Forms

Section 1: Agreement Form- REVISED

**STATE OF GEORGIA
COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING PROVISION
OF SERVICES**

This Agreement made and entered into this ____ day of _____, 20____, for **Wet Well Cleaning and Disposal Services**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Authority is contracting with the Contractor to provide services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide services to the Authority in such quantities as the Authority requires for **Wet Well Cleaning and Disposal Services**, as described in the Request for Bid dated January 2018. Please refer to Unique "Emergency" Requirements regarding information on services after regular hours on emergency basis. There is a 4 (four) hour response time for "emergency services". However, if not available we reserve the right to procure the services by other means without penalty to the contractor
2. **COSTS:** The Authority shall pay and the Contractor shall receive the prices stipulated in the Bid Form hereto attached and dated _____, as full compensation for all services furnished by the Contractor relative to the above described services which prices shall be paid in the manner, and under the terms specified by the Authority. The Contractor understands that the Authority guarantees no maximum or minimum work as services will be requested on an as needed when needed basis. The Authority shall pay the Contractor net 30 days after receipt of an invoice and approval of Contractor's services as rendered. Along with the invoice, the Contractor must submit manifests showing signatures for Generator, Hauler, and Disposer for all loads. Invoices must show details to include: date, description, quantity, rate, and amount per service rendered, and must be legible.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on or about the **1st day of June, 2018**. The Agreement shall remain in effect until **May 31, 2019**.

Division 3

Contract Forms

Section 1: Agreement Form- REVISED

4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing contract terms, conditions, and prices.
5. **INITIATION OF WORK:** Each individual project shall begin with a Purchase Order (a "PO"), a blank copy of which is attached to this Agreement and incorporated into the terms hereby agreed to. The Contractor agrees to the terms and conditions contained in each PO; however, in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
 - Shall be performed as stipulated in the bid documents.
 - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.
7. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
8. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
9. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in

Division 3

Contract Forms

Section 1: Agreement Form- REVISED

activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

10. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.

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Contract Forms

Section 1: Agreement Form- REVISED

11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
 - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
 - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
 - (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the

Division 3

Contract Forms

Section 1: Agreement Form- REVISED

required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.

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

Division 3

Contract Forms

Section 1: Agreement Form- REVISED

enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

IN WITNESS WHEREOF this _____ day of _____, 2018, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____

P. MICHAEL THOMAS

TITLE: General Manager

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

CONTRACTOR

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: Corporate Secretary

DATE: _____

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Contract Forms

Section 1: Agreement Form- REVISED

EXHIBIT A

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

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Contract Forms

Section 1: Agreement Form- REVISED

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 4

Specifications

Section 1: General Requirements – REVISED

1.1 Scope of Work

Contractor must clean grease and grit from the below described wastewater wet wells. All materials must be properly disposed, and the Contractor must supply completed manifest signed by the Landfill. Contractor will be required to manifest each load and provide copies of manifests with billing invoices. No material cleaned from CCWA wet wells is disposed of at CCWA facilities. Currently the material cleaned out from CCWA wet wells are disposed of at the Pine Ridge Landfill, located at 105 Bailey Jester Road, Griffin GA 30223, phone number 478-750-0265.

Contractors' entry to CCWA property must be escorted by CCWA staff during the approved work schedule, which usually takes place from Monday through Friday between the regular hours of 7:30 a.m. and 4:30 p.m. The Contractor may setup the day of the week for which services can be performed. CCWA will select the sites for which the services will be performed on an as needed when needed basis.

The quantities shown below are estimated quantities for bid evaluation purposes only. Actual quantities are uncertain. No quantities are guaranteed and are not intended as such. CCWA reserves the right to purchase services on an as needed when needed basis.

Unique “Emergency” Requirements

Contractor may be required to pump out liquid raw sewage from various locations throughout CCWA's collection system including manholes, lift stations and other wet wells, after regular hours on emergency basis. There is a 4 (four) hour response time for “emergency services”. However, if not available we reserve the right to procure the services by other means without penalty to the contractor. This liquid waste may be introduced back into CCWA's treatment system either through a manhole or at a CCWA Water Reclamation Facility as determined by CCWA staff. In no instance will the contractor discharge this material into the system without a CCWA employee present. This type of waste will be variable in volume, so no estimate will be given. Contractor must submit a completed manifest with each load with billing invoices.