



**QUALITY WATER
QUALITY SERVICE**

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road, Morrow, GA 30260

REQUEST FOR BID

SEPTEMBER 2014

ANNUAL CONTRACT FOR TREE REMOVAL SERVICES

**Bid Opening: Tuesday, October 7, 2014 at 2:00 p.m. local time
1600 Battle Creek Road, Morrow, GA 30260**

**Non-Mandatory Pre-Bid Meeting: Tuesday, September 16, 2014 at 2:00 p.m. local time
1600 Battle Creek Road, Morrow, GA 30260**

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Annual Contract for Tree Removal Services**

The Clayton County Water Authority will open sealed bids from licensed contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, October 7, 2014 at 2:00 p.m. local time** for tree removal services. Any bids received after the specified time will not be considered.

A Non-Mandatory pre-bid meeting will be held on **Tuesday, September 16, 2014 at 2:00 p.m. local time** at 1600 Battle Creek Road, Morrow, Georgia, 30260.

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm or by e-mail to **CCWA_Procurement@ccwa.us**. Bidders will need to provide contact information and an email address and any file size transfer limits to insure email transmittals can be made. A hardcopy bid package can also be requested at a cost of \$25.

Clayton County Water Authority
By: Walter Marie Barber, Chairperson

END OF SECTION

Division 1

General Information

Section 2: Project Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced contractor to complete tree removal work for the period from **January 1, 2015 to December 31, 2015**. To be considered responsive to this bid, contractors are required to bid on all work items listed on the Bid Form - Pay Item Schedule.

A contract will be awarded to the lowest responsible bidder whose bid conforms to the Request for Bids specifications, and will be the most advantageous to the Clayton County Water Authority (CCWA). An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA. The CCWA reserves the right to award a primary contractor, as well as a secondary contractor to ensure that our requests under this annual contract can be performed as needed.

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

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

2.2 Bid Evaluation

The total bid amount per bidder will be determined by taking the "unit cost" for each "work item" as shown on the "Bid Form - Pay Item Schedule" times an estimated annual quantity for each "work item". At the time of Bid Opening, CCWA will provide a list to each bidder of the "selected" work items and "estimated annual quantities" that CCWA has selected to use for evaluation purposes only in determining the "total bid amount".

2.3 Addendum

Bidders may submit questions regarding this bid prior to the bid opening. To be considered, all questions must be received by email at **(CCWA_Procurement@ccwa.us)** by **2:00 p.m. local time on Monday**,

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General Information

Section 2: Project Overview

September 29, 2014. Any and all responses to bidder's questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

These instructions are to be followed by every entity proposing to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the bid, and any Bidder agrees that tender of a bid constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of bids.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.
3. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.
5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.
6. Bids must be made on the enclosed bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the bid Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any bid Forms

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Bid Requirements

Section 1: Instructions to Bidders

must be signed in ink by the person or persons authorized to sign the bid Form. The person signing the bid Form must initial any changes or corrections.

7. The name of the person, firm, or corporation making the bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the bid Form. If a bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the bid must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the bid Form.
8. All bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the bid shall submit it in a sealed envelope on or before the date and time specified in the bid package. The envelope shall be marked "**Sealed Bid**" and carry the bid title, Contractor's License Number and date and time of opening as set forth in the bid package. The envelope shall also bear the name of the party making the bid and the party's address. Address bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a bid is not submitted, the bid form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
9. If published price books are a part of your bid, one price book must be included with your bid Form, and the successful Bidder is required to furnish additional current price books after award of the bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the bid may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.

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Bid Requirements

Section 1: Instructions to Bidders

14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such Bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.
18. Copies of all communication pertaining to bids must be sent to the Procurement Department.
19. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
20. Bidders are hereby notified and agree by submission of a bid Form that if additional items not listed in the bid Form become necessary and require unit prices not established by the bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the bid Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.

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Bid Requirements

Section 1: Instructions to Bidders

22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Bidder.
25. The successful Bidder must comply with the applicable Risk Management Requirements and the Hold Harmless Agreement prior to beginning performance.
26. The Contract between the CCWA and the Bidder shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, the Risk Management Requirements, and the Hold Harmless Agreement), and shall form a binding contract between the contracting parties.
27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in quadruplicate.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.

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Bid Requirements

Section 1: Instructions to Bidders

32. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
 - a. Ability of bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
 - e. Preference for local vendors where there is no significant variance in price or service.

33. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.

34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.

35. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at: http://tomcat2.dot.state.ga.us/ContractsAdministration/uploads/rptDBE_Directory_CA_New.pdf.

The successful Bidder will be asked to provide, along with his Request for Payment each month a list of qualified MBE/WBE businesses utilized on this Project.

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Bid Requirements

Section 1: Instructions to Bidders

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Bidder understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Bidder further agrees that such compliance shall be attested by the Bidder and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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

Hold harmless Agreement in favor of Authority, a copy of which is attached.

CONTRACTS FOR UP TO \$40,000

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 \$40,000

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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Bid Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$40,000

CONTRACTS FOR MORE THAN \$40,000

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

END OF SECTION

Division 2

Bid Requirements

Section 3: Hold Harmless Agreement

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Clayton County Water Authority (the "Owner"), and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Before the start of any work, the Contractor shall furnish to the Owner:

1. Certificates of Insurance in companies and with limits acceptable to the Owner, covering:
 - a) Workmen's Compensation Insurance
 - b) Commercial General and Automobile Liability Insurance covering all operations and automobiles; including Contractor's Protective Coverage for any Subcontractor's operations.
 - c) An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract.
 - d) These certificates to contain:
 1. Name of Insurance Company.
 2. Policy Number.
 3. Policy inception and expiration dates.
 4. Name and address of insured.
 5. Name and address of agent.
 6. Limits of Liability.

Division 2

Bid Requirements

Section 3: Hold Harmless Agreement

7. Type of Insurance coverage.
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage.
 9. Statement that the policy applies to the project number or job concerned.
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) day notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
2. Endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this contract.

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Submittals

4.1 Bid Submittal Requirements:

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive:

- A. List of Owned Equipment.
- B. Disposal Method(s) and/or Disposal Location.
- C. Bid Form – Bidders must submit a hard copy of their completed and signed Bid Form.
- D. Partnership Certificate form.
- E. Bidder Qualification Information Form – To be considered for this contract, Bidders shall have a minimum of five (5) years' experience in the basic requirements of the work and must furnish references along with proof of competency from past jobs. Only those bidders who in the opinion of the CCWA are sufficiently experienced, reputable, and have an established business facility will be considered. Bidders who do not meet these requirements may be deemed non-responsive.
- F. References – At least five (5) references of similar experience completed in the past 3 years must be provided.
- G. Georgia Security and Immigration Compliance Act of 2006 form.
- H. Contractor Affidavit and Agreement form.
- I. Subcontractor Affidavit form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

Clayton County Water Authority (CCWA) cannot consider any bid which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Bidders intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law and its effect on CCWA procurements and their participation in those procurements.

Division 2

Bid Requirements

Section 4: Bid Submittals

A. LIST OF OWNED EQUIPMENT:

B. DESCRIBE YOUR DISPOSAL METHOD(S) AND/OR DISPOSAL LOCATION:

END OF SECTION

Division 2

Bid Requirements

Section 5: Bid Form

Bid of _____

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

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all work for **Annual Contract for Tree Removal Services** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

By submission of this bid, Bidder certifies, and in the case of joint bid each party thereto certifies as to the party's own organization that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions to Bidders.

In submitting this bid, Bidder certifies Bidder is qualified to do business in the State of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION:

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with OWNER on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the bid and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Bidder accepts the terms and conditions of the Documents.

INSURANCE:

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

Division 2

Bid Requirements

Section 5: Bid Form

BID:

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

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

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

Division 2

Bid Requirements

Section 5: Bid Form – Pay Item Schedule

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

No.	Work Item	Detail	Unit	Unit Cost
1	Emergency Mobilization		EA	
2	Tree Cutting and Removal	Removal of trees 4" to 8" DBH	EA	
3		Removal of trees > 8" to 16" DBH	EA	
4		Removal of trees > 16" to 24" DBH	EA	
5		Removal of trees > 24" to 32" DBH	EA	
6		Removal of trees > 32" DBH	EA	
7	Tree Stump Grinding and Removal	Stump Grinding 4" to 8" DIA	EA	
8		Stump Grinding > 8" to 16" DIA	EA	
9		Stump Grinding > 16" to 24" DIA	EA	
10		Stump Grinding > 24" to 32" DIA	EA	
11		Stump Grinding > 32" DIA	EA	
12	Tree Trimming and Removal	Tree Trimming up to 4" DIA	EA	
13		Tree Trimming > 4" to 8" DIA	EA	
14		Tree Trimming > 8" to 16" DIA	EA	
15		Tree Trimming > 16" to 24" DIA	EA	
16		Tree Trimming > 24" DIA	EA	
17	Mechanical Bush Hogging/Brush Clearing	Areas Less that 5,000 S.F.	SF	
18		Areas between 5,001 S.F. to 20,000 S.F.	SF	
19		Areas between 20,001 S.F. to 40,000 S.F.	SF	
20		Areas greater than 40,001 S.F.	SF	
21	Manual Brush Clearing and Removal	Areas Less that 5,000 S.F.	SF	
22		Areas between 5,001 S.F. to 20,000 S.F.	SF	
23		Areas between 20,001 S.F. to 40,000 S.F.	SF	
24		Areas greater than 40,001 S.F.	SF	
25	Tree Inventory & Surveying	Consultation Services	HR	

Note: DBH = Diameter Breast Height DIA = Diameter

Submitted by: _____
Company Name

Division 2

Bid Requirements

Section 5: Bid Form – Pay Item Schedule

Submitted by:

(COMPANY NAME OF BIDDER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

(SEAL)

(ATTEST)

(ADDRESS)

(PHONE NUMBER)

(FAX NUMBER)

(LICENSE NUMBER) (If applicable)

(E-MAIL ADDRESS)

END OF SECTION

Division 2

Bid Requirements

Section 6: Partnership Certificate

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me personally appeared _____ known to me to be the person who executed the above instrument, who, being by me first duly sworn, did expose and say that he/she is a general partner in the firm of _____ and that said firm consists of himself/herself and _____

and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein and that no one except the above named members of the firm have any financial interest whatsoever in said proposed Contract.

Signature of Authorized Representative

Title

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

Notary Public

My Commission Expires: _____

END OF SECTION

Division 2

Bid Requirements

Section 8: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 8: Bidder Qualification Information

REFERENCES

LIST AT LEAST 5 REFERENCES OF SIMILAR EXPERIENCE COMPLETED IN THE PAST 3 YEARS:

COMPANY/GOV'T ENTITY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____

Division 2

Bid Requirements

Section 9: Contractor Affidavit & Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

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

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

Contractor: _____

Authorized Signature: _____

Title: _____

Date: _____

Division 2

Bid Requirements

Section 9: Contractor Affidavit & Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program User Identification Number
Please enter the four to six numerical characters

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent if Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20 ____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 9: Contractor Affidavit & Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

EEV / Basic Pilot Program* User Identification Number
Please enter the four to six numerical characters

BY: Authorized Officer or Agent
Subcontractor Name

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20____.

Notary Public

My Commission Expires

Division 3

Contract Forms

Section 1: Agreement Form

STATE OF GEORGIA

COUNTY OF CLAYTON

AGREEMENT FOR ONGOING PROVISION OF SERVICES

This Agreement made and entered into this ____ day of _____, 20____, for **Annual Contract for Tree Removal Services**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Authority is contracting with the Contractor for the provision of certain goods and services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide **Tree Removal Services** on a project basis as requested by the Authority in accordance to specifications outlined in the Request for Bid documents dated September 2014, which are part of this agreement.
2. **COSTS:** The Authority shall pay and the Contractor shall receive the prices as stipulated in the Bid Form hereto attached as full compensation relative to the scope of services per Bid dated _____, and above described services. The Authority shall pay the Contractor net 30 days from receipt of an invoice and upon approval of Contractor's work.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1th day of January, 2015**. The Agreement shall remain in effect until **December 31, 2015**.
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 bid prices.
5. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual project shall begin with a Purchase Order ("PO"). The Contractor agrees to the terms and conditions contained in the 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.

Division 3

Contract Forms

Section 1: Agreement Form

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 AFFIDAVIT:** The Contractor shall issue a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any 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 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.

Division 3

Contract Forms

Section 1: Agreement Form

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.
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. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority, and its employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent

Division 3

Contract Forms

Section 1: Agreement Form

caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or a person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMINATION FOR DEFAULT:

- (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not

Division 3

Contract Forms

Section 1: Agreement Form

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 or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

Division 3

Contract Forms

Section 1: Agreement Form

15. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
16. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
17. **ATTORNEYS' FEES:** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF this _____ day of _____,
20_____, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____
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: _____

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

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

Hold harmless Agreement in favor of Authority, a copy of which is attached.

CONTRACTS FOR UP TO \$40,000

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 \$40,000

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

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

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

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$40,000

CONTRACTS FOR MORE THAN \$40,000

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

Division 3

Contract Forms

Section 1: Agreement Form

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Clayton County Water Authority (the "Owner"), and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Before the start of any work, the Contractor shall furnish to the Owner:

1. Certificates of Insurance in companies and with limits acceptable to the Owner, covering:
 - a) Workmen's Compensation Insurance
 - b) Commercial General and Automobile Liability Insurance covering all operations and automobiles; including Contractor's Protective Coverage for any Subcontractor's operations.
 - c) An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract.
 - d) These certificates to contain:
 1. Name of Insurance Company.
 2. Policy Number.
 3. Policy inception and expiration dates.
 4. Name and address of insured.
 5. Name and address of agent.
 6. Limits of Liability.

Division 3

Contract Forms

Section 1: Agreement Form

7. Type of Insurance coverage.
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage.
 9. Statement that the policy applies to the project number or job concerned.
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) day notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
2. Endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this contract.

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

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

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Annual Contract for Tree Removal Services**, and that said _____

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

ATTEST: By: _____
Bidder

By: _____ By: _____
Name Name

Title: _____ Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 4

Specifications

Section 1: Work Assignment and Detail

1.1 General

- A. CCWA shall set forth the work to be done, and may or may not choose to have CCWA representatives present during the work. Contractor shall furnish all necessary insurance, permits, licenses, transportation, supplies, apparatus, equipment, personnel, labor, supervision, project manager, expertise, and all things necessary to perform listed items with chipping or mulching and disposal to landfill, and include all such in prices. Prices shall include all setting up, demobilization, trip charges, removal charges, profit, overhead, and all costs to the CCWA.
- B. Tree sizes shall be measured at a distance of 54-inches (4-1/2 feet) above ground level. Cost for trees to be cut up, ground, chipped or mulched, and removed to landfill, shall be covered at contractor's expense. Alternatively, cut tree pieces may be retained by contractor for resale, if CCWA agrees. Stumps are not to be worked unless CCWA so requests, and CCWA shall have the work done in one of the following ways:
- a. Stumps to be ground or chipped and removed to landfill (Item price is charged), OR:
 - b. Stumps to be lowered to one-inch (1") height above ground (Item price is charged), OR:
 - c. Stumps to be left in place with no work performed upon them (with no price charged on invoice) as the CCWA chooses.
 - d. Stump removal in lawn areas to be grinded below the surface and covered with six inch top soil.

Trees, limbs, and stumps shall be either trimmed and left in place or cut and removed, as the CCWA requires. For the purposes of size estimate and choice of item to use, the tree's diameter shall be measured at a nominal height of 54-inches from the ground. Resources used by contractor shall include but not be limited to crew workers, equipment operators, climbers, foreman, flagman, all hand & power tools, chippers, transportation, safety equipment, rigging, ladders, and single or dual-person bucket truck with reach of fifty-five (55) feet. Contractor shall give priority scheduling of service to CCWA, especially during emergencies to clear storm damage from critical facilities. Site Set-up and Demobilization: Contractor shall factor site setup and demobilization costs into prices bid.

Division 4

Specifications

Section 1: Work Assignment and Detail

Dangerous Trees, Large Limb Removal, and Large Tree Removal: Some trees are classified as dangerous because of close proximity to power lines, buildings, or other structures. Subcontractors, if any, are not allowed to work on such trees.

Any tree, regardless of size, which splits into multiple trunks up to a height of eight (8) feet from the ground, shall be considered as two (2) trees. Trees, which split past eight feet from the ground, shall be considered one tree.

Stump removal and site cleanup at the CCWA's option, stumps shall be removed and either ground up or hauled off intact — whichever is acceptable to the receiving landfill. However, any stump left in place at the direction of the CCWA, shall be trimmed to a height not to exceed one (1) inch as measured from the ground. Contractors shall back-fill and tamp holes left by stump removal up to existing grade. Contractor shall use good quality fill dirt. Cut trees shall be limbed, sawn to length and hauled away or ground into mulch on-site and hauled away, whichever is acceptable to the receiving landfill. Contractor shall dispose of mulch, cuttings and debris generated by this contract to a CCWA acceptable dumpsite. Direct burial of mulch, stumps, limbs, trunks, and debris on-site are forbidden. Contractor shall be responsible for paying any fees associated with hauling to landfill.

- C. Contractor is responsible for the following: haul off and removal of tree that has fallen, haul off material, removal of all debris left at location, and clearing and grubbing of debris.
- D. Contractor shall conduct the work in such a manner as to minimize disruption of CCWA operations.
- E. Contractor shall not allow sub-contractors to do any work which takes place close to buildings or to power lines.
- F. Landscaping of grounds and repair of fences damaged by Contractor or contractor's agents while executing this contract:

General: Contractor may be allowed to temporarily takedown a section of fence or dig up and move plants in order to avoid damage. Items temporarily re-located shall be returned to original locations before contractor leaves the job site. Contractor shall replace any trees, bushes, shrubs, or flowers damaged with like kind. Failure to do so can result in payment delays. If contractor damages landscaping or fences, the following measures shall be applied.

Division 4

Specifications

Section 1: Work Assignment and Detail

- a. Grass: Contractor to maintain existing contours in the work area. All disturbed areas will be graded, smoothed and seeded with Kentucky 31 fescue, or approved equal, at the rate of 250 pounds per acre. Initial fertilizing and straw shall be included.
- b. Fence Repair: Contractor shall stretch fabric tight between terminal posts and install on security side of fence and anchor securely to framework. Bottom of fabric to be uniformly positioned a maximum of ½ inch above ground level at each post. Fabric shall be cut to form continuous piece between terminal posts. Fabric is to be pulled taut and clipped or tied to posts, top rail, and bottom tension wire. Fabric shall be anchored to framework so that it remains in tension after the pulling force is released. Tie wires shall be bent to minimize hazards to persons. Bolt threads shall be pinned to prevent removal of nuts.

1.2 Work Assignment

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

Project Set-Up for Non-Emergency Work

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

Project Set-Up for Emergency Work

1. CCWA shall prepare draft work items and quantities for Contractor's review.
2. Contractor shall provide comments on the draft work items and quantities to CCWA within 24 hours of notice of emergency mobilization by CCWA in order that a Work Order can be issued.
3. Contractor shall commence work on-site within 24 hours of notice of emergency mobilization by CCWA. CCWA shall issue Work Order prior to or concurrently with the start of work.

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Specifications

Section 1: Work Assignment and Detail

- B. A Work Order will be for work items that are in a common geographic location. A common geographic location may be considered a business/industrial park, city block or residential subdivision.
- C. Work shall be completed within the number of consecutive work days mutually agreed to by the Contractor and the CCWA prior to the start of the job. Unless approved by the CCWA in advance, the Contractor shall not leave the work site to complete work for others.

1.3 Work Items

The following work items describe the services to be completed as part of each Work Order. The Contractor shall provide all labor, equipment, tools and materials (unless indicated otherwise) to complete the Work Orders in accordance with the Contract Documents.

Work Item 1. Emergency Mobilization: Defined as the Contractor's administrative and preparatory operations which are necessary to arrive on-site and initiate work within 24 hours of a notice of an Emergency Mobilization request. The Work Item will be paid for a Project Work Order on a per "each" unit cost in accordance with the Pay Item Schedule when applicable as authorized/approved by CCWA. The costs for demobilization, and remobilizations due to shut downs or suspensions of the work caused by the Contractor shall not be compensated.

Work Items 2 – 6. Tree Cutting and Removal: Defined as the Contractor removing from the work site and disposing tree, limbs, branches, and leaves to a height of 6 inches above ground surface. A tree is considered a tree when its diameter is 4 inches or greater as measured 54 inches up from adjacent bare ground surface. The Work Item will be paid on a per "each" unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 7 – 11. Tree Stump Grinding and Removal: Defined as the Contractor removing tree stumps from site in which stumps are removed either ground up or hauled off intact – whichever is acceptable to the receiving landfill. Stump that are grinded and left in place, at the direction of CCWA, shall be trimmed to a height of approximately 1 inch above ground surface. The Work

Division 4

Specifications

Section 1: Work Assignment and Detail

Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 12 – 16. Tree Trimming and Removal: Defined as the Contractor clearing/pruning of branches from selected trees without removing the entire tree. All trimming shall be removed from the site. The branches to be cleared/pruned will be defined by CCWA. The Work Item will be paid on a per “each” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 17 – 20. Mechanical Bush-Hogging/Brush Clearing: Defined as the Contractor removing from the work site and disposing brush, undergrowth, small trees, limbs, stumps, tap roots and other roots exceeding 1-inch in diameter. The mechanical method shall include rotary cutting, tractor mowing, and heavy duty mowing. A small tree is considered any tree or plant growth less than 4 inches in diameter as measured 54 inches up from adjacent bare ground surface. This Work item may occur on level surfaces, stormwater ponds, hilly surfaces, and slopes. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Items 21 – 24. Manual Brush Clearing: Defined as the Contractor removing from the work site and disposing brush, undergrowth, small trees, limbs, stumps, tap roots and other roots exceeding 1-inch in diameter. The manual method shall include the use of hand tools, weed wackers, and other manual pulling of items. A small tree is considered any tree or plant growth less than 4 inches in diameter as measured 54 inches up from adjacent bare ground surface. This Work item may occur on level surfaces, stormwater ponds, hilly surfaces, and slopes. The Work Item will be paid on a per “square foot” unit cost in accordance with the Pay Item Schedule as authorized/approved by CCWA.

Work Item 25. Tree Inventory and Surveying: Defined as Contractor providing consultation services for items related to tree services such as tree inventory and surveying. The Work Item will be paid on a “per hour” basis in accordance with the Pay Item Schedule as authorized/approved by CCWA.

END OF SECTION

Division 4

Specifications

Section 2: General Requirements

2.1 General

- A. This section describes general requirements of the Contract.
- B. The Contractor shall provide all staff with photo identification and use vehicles with permanent company logos/markings/identification that are prominently displayed and clearly visible at all times.
- C. The Contractor shall provide an experienced supervisor in charge of field operations and subcontractors. The field supervisor shall be responsible for the safety of all site workers and site conditions, as well as ensuring that all work is conducted in conformance with these Specifications and to the level of quality specified. The field supervisor shall be responsible for reporting any safety or regulatory issue of concern immediately to CCWA.
- D. The Contractor shall use special care in work methods and take all necessary precautions against improper use of equipment to avoid damaging structures or CCWA, public and private property.
- E. All contractors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract. The CCWA shall not be responsible or compensate the Contractor for the damage to and/or loss of Contractor's equipment as result of the work.

2.2 Site Work

- A. The Contractor shall be responsible for providing and maintaining a safe work site. Contractor shall utilize safety cones, barricades, caution lights, caution tape, safety fencing, etc. as necessary to protect the workers and the public at all times.
- B. The work may require access to private property. The CCWA shall be responsible for coordinating and providing access to the area(s) of work. The Contractor shall contain work within area designated by CCWA.
- C. The Contractor shall employ the "best practicable means" to minimize and mitigate noise as well as disturbance resulting from operations. Mitigation

Division 4

Specifications

Section 2: General Requirements

measures shall include the utilization of sound suppression devices on all equipment and machinery, particularly in residential areas and in the near vicinity of hospitals and schools and especially at night.

END OF SECTION

**STATE OF GEORGIA
COUNTY OF CLAYTON**

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned mechanic and/or materialman has been employed by the Clayton County Water Authority to furnish:

_____ [describe materials and/or labor];

for the construction of improvements known as:

_____ [title of the project or building];

which is owned by the Clayton County Water Authority at the following address:

and more particularly described by the following metes and bounds description, land lot district, or block and lot number:

See Attachment: yes no

Upon the receipt of the sum of: \$ _____;

the mechanic and/or materialman waives and releases any and all liens or claims of liens or any right against any labor and/or material bond it has upon the foregoing described property.

THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD.

PERSONALLY APPEARED BEFORE ME, the undersigned attesting officer, duly authorized by law to administer oaths (the "Deponent"), who being duly sworn according to law, deposes and says on oath:

1. That Deponent is the duly authorized agent and duly elected and acting officer of _____ (the "Contractor"), and is duly authorized to execute this Final Contractor's Affidavit, Lien Waiver and Indemnification (this "Affidavit") in a representative capacity on behalf of Contractor, as well as in Deponent's individual capacity, and Deponent has made diligent inquiry into and is personally familiar with and has full knowledge of all facts set forth herein.

2. That Contractor acted as the sole general contractor in charge of and directly responsible for the building and construction of all improvements (the "Work") located as reflected above (the "Property"), all of which Work was performed pursuant to the terms of that certain agreement dated _____ (the "Agreement") by and between Contractor and the Clayton County Water Authority as the owner or agent of the owner of the Property (the "Owner"). The Work includes, without limitation, all Work under or related to the Agreement and all change orders to the Agreement, and all supplemental contracts and subcontracts, whether oral or written, for any extra, additional or replacement labor or materials. Contractor is, and performed the Work as, an independent general contractor and Contractor is not an agent of Owner, and all of the Work was furnished and performed at the instance of Contractor as general contractor.

3. That the Work has been fully and finally completed in strict accordance with the terms of the Agreement, and Contractor has at all times since the commencement of the Work been in direct charge of all aspects of the Work, and Contractor has obtained a current valid permanent certificate of occupancy for the Property and the Work, and the Work has been completed within the boundary lines of the Property.

4. Upon receipt of the sum reflected above, Contractor acknowledges that Owner has paid in full to Contractor the full contract price under the Agreement (the "Contract Price"), which Contract Price includes, without limitation, all amounts and bills for all labor, materials, fixtures and supplies of any type whatsoever used in the Work. Upon receipt of these monies, all contractors, subcontractors, subcontractors of subcontractors, materialmen, suppliers and laborers will be paid in full the agreed price or reasonable value for all materials and supplies ordered, used or furnished and services and labor rendered in connection with or as a part of the Work, and none of such parties have or will have any claim, demand or lien against the Property, and all of the amounts paid by Owner to Contractor under the Agreement have been and will be used to pay for labor or materials used in the Work when no liens or claims of lien were filed or outstanding. There are no disputes regarding the Agreement or any other contracts or subcontracts with respect to the Work or the Property, and, except for bills associated with these final monies, there are no amounts due or unpaid bills of any nature, either for labor or services related to the Work or the Property or any materials which have been or may have been placed upon, or applied or delivered to the Property, and Contractor does hereby unconditionally agree to hold harmless and indemnify Owner from and against all claims for mechanic's or materialman's liens or claims of lien, including, without limitation, any attempted foreclosure thereof, which in any way arise out of or are related to the Work or the Property, including, without limitation, any attorney's fees incurred in connection therewith.

5. That Contractor does hereby for itself, and its employees, suppliers, subcontractors, mechanics and materialmen and all other persons acting for, through, or under Contractor, waive, remise, relinquish and release all right to file or to have filed or to maintain any materialman's or mechanic's lien or liens or claim or claims against the Property or arising out of or related to the Work. This Affidavit is executed and given in favor of and for the benefit of, and may be relied upon by, Owner and each and every party legally or equitably, now or hereafter, owning or holding any interest in the Property.

6. That this Affidavit is a sworn statement made under the provisions of Official Code of Georgia Annotated Section 44-14-361.2, and is made for the purpose of inducing Owner to pay to Contractor the balance of the Contract Price pursuant to the terms of the Agreement.

_____(L.S.)
(Signature of Deponent)

(Printed/Typed Name and Title)

Deponent, individually, and as duly authorized agent and duly elected and acting officer of Contractor

(Company Name)

PERSONALLY APPEARED BEFORE ME, a Notary Public in and for said State and County, the Deponent, who, being personally known to the undersigned and being duly sworn and on oath deposed and said that the within and foregoing statements are true and correct this _____ day of _____, 20_____.

Notary Public _____

Commission Expiration Date: _____

(NOTARY SEAL)

(Witness)

(Address)