



**REQUEST FOR BID**

**WET WELL CLEANING AND DISPOSAL SERVICES**

**Bid Number 2018-WR-05**

**January 2018**

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

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

**Non-Mandatory Pre-Bid Meeting: Tuesday, February 20, 2018 at 2:00 p.m. local time  
Clayton County Water Authority's Northeast WRF  
6900 Old Macon Highway, Rex, GA 30273**

**This bid has a SLBE BID DISCOUNT**

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**Addenda** (None Issued at This Time)

## **Division 1**

## **General Overview**

### **Section 1: Request for Bids**

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

Name of Project: **Wet Well Cleaning and Disposal Services**

The Clayton County Water Authority will open sealed bids from vendors at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, March 6, 2018 at 2:00 p.m. (local time)**. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Meeting will be held on **Tuesday, February 20, 2018 at 2:00 p.m. local time** at the Clayton County Water Authority's Northeast WRF located at 6900 Old Macon Highway, Rex, Georgia 30273.

In an effort to promote responsible environmental practices this 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.

Clayton County Water Authority

Mr. John Chafin, Chairman

**END OF SECTION**

## **Division 1**

## **General Information**

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

#### **1.1 Bid Overview**

CCWA intends to contract qualified contractors to provide services according to the specifications indicated herewith for a twelve (12) month period, from **June 1, 2018 through May 31, 2019**. By submitting a sealed bid, the vendor must agree to provide all stated services at the bid price for the specified twelve month period per the terms and conditions contained within this bid document. Failure on the part of the successful contractor to honor their bid price may result in any action CCWA deems necessary to remedy the situation.

The contract may be extended for a second one-year and/or third one-year term by mutual consent of both parties with no changes to terms, conditions, and prices.

In submitting this bid, Bidder certifies that he/she 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 bid award. If your company is a corporation, it must be registered with the Georgia Secretary of State.

All things being equal, orders will be placed by purchase order with the vendor offering the lowest unit price on a per item basis. Prompt and reliable response on each order is as equally important as the lowest price; therefore, Clayton County Water Authority reserves the right to make purchases from the next available low bidder if the first low bidder is not able to supply the services to meet our needs.

Orders will be placed on an "as needed, when needed" basis. CCWA does not guarantee any minimum or maximum quantities under this bid/contract.

Services must be made available to all our respective facility locations.

The Contractor's work must conform to any applicable O.S.H.A. and Georgia D.O.T. guidelines.

#### **1.2 Bid Evaluation**

The bid will be awarded to the lowest responsive responsible bidder whose bid conforms to the RFB 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 response to bid will be the sole judgment of the CCWA.

## **Division 1**

## **General Information**

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

#### **1.3 Addendum**

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing via email at [CCWA\\_Procurement@ccwa.us](mailto:CCWA_Procurement@ccwa.us) by **2:00 p.m. EST, Thursday, February 22, 2018**. Any and all responses to bidder's questions will be issued in the form of an Addendum by fax or 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

## **Division 2**

## **Bid Requirements**

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

outlining the redacted information. Entire bids may not be deemed proprietary.

6. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Bid Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the bid must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
8. All bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the bid shall submit it in a sealed envelope on or before the date and time specified in the bid package. The envelope shall be marked "**Sealed Bid**" and carry the bid title, 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.

## **Division 2**

## **Bid Requirements**

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

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. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
18. 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.



## **Division 2**

## **Bid Requirements**

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

The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance.
25. 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, and the Risk Management Requirements, and shall form a binding contract between the contracting parties.
26. 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.

## **Division 2**

## **Bid Requirements**

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

27. Any Contract and Contract Bonds shall be executed in quadruplicate.
28. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
29. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
30. 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.
31. 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.
32. 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,

## **Division 2**

## **Bid Requirements**

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

including but not limited to attorney fees, incurred by the Authority in defending against any such claim.

33. 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.
34. 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 under the tab for "Directories", link for "UCP Directory - Excel" at:

<http://www.dot.ga.gov/doingbusiness/dbePrograms/Pages/default.aspx>.

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.

### **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

35. 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.

#### **CONTRACTS FOR UP TO \$50,000**

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

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

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

#### **CONTRACTS FOR MORE THAN \$50,000**

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

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

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

**Division 2**

**Bid Requirements**

**Section 2: Risk Management Requirements**

|                                     |   |
|-------------------------------------|---|
| <b>CONTRACTS FOR UP TO \$50,000</b> | <b>CONTRACTS FOR MORE THAN \$50,000</b> |
|-------------------------------------|---|

**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 2**

## **Bid Requirements**

### **Section 3: Bid Submittals**

#### **3.1 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. Bid Form – Bidders must submit their completed and signed Bid Form.
- B. Bidder Qualification Information Form.
- C. References – The bid must contain at least three (3) commercial and/or industrial references, including a contact person, address, email address and phone number.
- D. Georgia Security and Immigration Compliance Act of 2006 form.
- E. Contractor Affidavit and Agreement form.
- F. Subcontractor Affidavit form.

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

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.

- G. Special Provisions form on page 4-1.2.
- H. Addenda (if any).

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

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

(Hereinafter "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Wet Well Cleaning and Disposal Services** in strict accordance with the bid 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.

Total amounts are products of the unit prices multiplied by the estimated quantities. In the event of a conflict between the amounts and the unit prices, the unit prices shall govern.

Bidder accepts the terms and conditions of the Documents.

BID:

The undersigned proposes to supply, in all respects, sound and conformable with this bid document the goods for the amounts as shown on this Bid Form.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

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**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

**WE BID AS FOLLOWS:**

Waste Removal and Disposal  
(Total Price Includes All Costs,  
including fuel surcharge)

|                               |
|-------------------------------|
| \$ _____<br><b>Per Gallon</b> |
|-------------------------------|

As per the description and general conditions of this bid. Services to be as directed by staff of Clayton County Water Authority.

**Is the Bidder a CCWA certified SLBE:**

Yes

No

If yes, specify business county location: \_\_\_\_\_

**Submitted by:**

COMPANY NAME OF BIDDER: \_\_\_\_\_

By: (OFFICER NAME) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

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

**END OF SECTION**



**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

COMPANY NAME OF BIDDER: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

BUSINESS ADDRESS OF COMPANY: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

POINT OF CONTACT NAME: \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

COMPANY TAX ID NUMBER: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

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

NAME OF PRINCIPAL OFFICERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

**REFERENCES**

**The Contractor shall include a minimum of 3 references of similar work completed in the last 3 years (2 of which preferably from a municipal/county utility). All references shall include the name of a current contact and phone number.**

Company/Government Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company/Government Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company/Government Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit and Agreement**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit \_\_\_\_ and is incorporated into this Agreement by reference herein.
  
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
  - 1. \_\_\_\_\_ 500 or more employees;
  - 2. \_\_\_\_\_ 100 or more employees;
  - 3. \_\_\_\_\_ Fewer than 100 employees.
  
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
  - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
  - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

**Contractor** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit and Agreement**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

---

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

---

BY: Authorized Officer or Agent  
(Contractor Name)

---

Date

---

Title of Authorized Officer or Agent of Contractor

---

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

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

---

Notary Public

---

My Commission Expires

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit and Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

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

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

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 2** **Bid Requirements**

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

#### **8.1 Program Overview**

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

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

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

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

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

## **Division 2**

## **Bid Requirements**

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

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

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

#### **8.2 SLBE Required Post Award Submittal**

The following form must be provided post award, with each pay application:

- A) SLBE-4 – Post-Award–SLBE Participation Report–Bid Discount: Report detailing SLBE earnings.

#### **8.3 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.

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

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

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



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

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

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

**GENERAL INFORMATION**

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

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

**FORM SLBE-4**

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

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

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

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

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

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

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

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

Check if final payment >>>  FINAL PAYMENT

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

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

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

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

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

**FOR DEPARTMENT USE ONLY:**

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

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

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA**

**COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING PROVISION  
OF 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 February 2015.
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 **1<sup>st</sup> day of June, 2018**. The Agreement shall remain in effect until **May 31, 2019**.
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.

## **Division 3**

## **Contract Forms**

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

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 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

## **Division 3**

## **Contract Forms**

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

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.
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

## **Division 3**

## **Contract Forms**

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

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 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.

## **Division 3**

## **Contract Forms**

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

- (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 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 \_\_\_\_\_, 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: \_\_\_\_\_



**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**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.

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 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: **Wet Well Cleaning and Disposal 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: General Requirements**

**1.1 Scope of Work**

Bidder 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. 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 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.

| <b>Wet Well/Description</b>                     | <b>Location</b>                           | <b>Maximum Estimated Frequency</b> | <b>Depth</b> | <b>Gallons</b>      |
|---|---|------------------------------------|--------------|---------------------|
| 1. Casey Influent #1                            | 688 Flint River Road, Jonesboro, GA 30238 | 1/Year                             | 24 feet      | 12,375              |
| 2. Casey Influent #2                            | 688 Flint River Road, Jonesboro, GA 30238 | 1/Year                             | 24 feet      | 18,563              |
| 3. Casey Scum Concentrator                      | 688 Flint River Road, Jonesboro, GA 30238 | 1/Week-1500 Gallon Tank            | N/A          | 78,000              |
| 4. Jackson Influent                             | 9740 Thomas Road, Jonesboro, GA 30236     | 1/Year                             | 30 feet      | 14,175              |
| 5. Northeast Influent                           | 6900 Old Macon Hwy, Rex, GA 30273         | 1/Year                             | 27 feet      | 20,800              |
| 6. Shoal Creek Influent                         | 301 Hampton, Road, Hampton, GA 30228      | 2/Year                             | 19 feet      | 2 x 11,250 = 22,500 |
| 7. Wastewater Lift Stations                     | ** See Exhibit B **                       | 10/year                            | 22 feet      | 30,000              |
| 8. Other Locations as Needed                    |   |                                    |              |                     |
| <b>Yearly Estimated Total Number of Gallons</b> |   |                                    |              | <b>196,413</b>      |

## **Division 4**

## **Specifications**

### **Section 1: General Requirements**

**\*\*** *All 40 wastewater lift stations are located within a 20-mile radius of the City of Jonesboro (See Exhibit B). We will require cleaning of three (3) sites per trip for these stations. Each station will need an estimated 1,000 gallons of material cleaned and disposed for a total of 3,000 gallons per trip. Approximate total yearly for lift stations is 30,000 gallons.*

Due to the location of some of our lift stations, access constraints may require different size equipment, longer hoses and the likes to provide the services as required. It is the contractor's responsibility to inform themselves of such constraints and take that into consideration when submitting a bid.

#### **1.2 Payment Terms**

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.

#### **1.3 Special Provisions**

No work will be assigned to subcontractors without the prior written approval of the CCWA.

The Contractor shall provide the necessary insurance and other requirements as per attached "Risk Management Requirements".

I have read and understand the scope of work, conditions, and requirements. I also understand, and have provided, all documentation required to be included in this Request for Bid. Omission of any part of the requested documentation may result in the disqualification of the bid by the CCWA.

Company Name of Bidder: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Division 4**

**Specifications**

**Section 1: General Requirements**

**EXHIBIT B**

**LIST OF CCWA LIFT STATIONS**

|    | <b>Station</b>      | <b>Address</b>          |
|----|---------------------|-------------------------|
| 1  | Advantages          | 630 Garden Walk Blvd.   |
| 2  | Arrowhead           | 240 Arrowhead Blvd.     |
| 3  | Atlanta L/S         | 3968 Gilbert Rd.        |
| 4  | Atlanta Beach       | 2300 Hghwy 138 SE       |
| 5  | Brown Road          | 9432 Brown Rd.          |
| 6  | Cecilia Circle      | 102 Cecilia Cir.        |
| 7  | Cedar Hill          | 6935 Cedar Hill Ct.     |
| 8  | Claude Court        | 9170 Claude Ct.         |
| 9  | CCFD                | 7810 Hwy 85             |
| 10 | Cristi Court        | 345 Cristi Ct.          |
| 11 | Freeman Estates     | 2237 Ailman Dr.         |
| 12 | Gov't Circle        | 1383 Government Cir.    |
| 13 | Justice Center      | 9151 Tara Blvd.         |
| 14 | LaCosta             | 11200 Gulf Port Ct.     |
| 15 | Landings            | 644 Millstone Dr.       |
| 16 | London Court        | 8895 London Ct.         |
| 17 | Lovejoy Road        | 1751 E. Lovejoy Rd.     |
| 18 | Maddox Road         | 6225 Maddox Rd.         |
| 19 | Minnow Road         | 4062 Minnow Rd.         |
| 20 | Mundy's Mill        | 9652-B Fayetteville Rd. |
| 21 | North Lake          | 235 North Lake Dr.      |
| 22 | O'Hara              | 7637 Crimson Ct         |
| 23 | Panhandle Valley    | 12242-B Centerra Dr.    |
| 24 | Patriot's Pointe    | 9840 Musket Ridge Cir   |
| 25 | Peachtree Glen      | 3899 Panola Rd.         |
| 26 | Pinto Trail         | 1640 Pinto Tr.          |
| 27 | Reeves Creek        | 300 Speer Rd.           |
| 28 | Rex Ridge           | 5778 Rex Ridge Loop     |
| 29 | River Crest         | 582 Fielding Ct.        |
| 30 | Rock Cut Rd.        | 1375 Rock Cut Rd.       |
| 31 | Rum Creek           | 1915 Walt Stevens Rd.   |
| 32 | Sr. Citizens Center | 6213 Hwy 139            |
| 33 | Simpson Road        | 4493 Simpson Rd.        |
| 34 | Spivey Club         | 8416 Members Dr.        |
| 35 | Stillwater          | 1938 Water Crest Dr.    |
| 36 | Sunnybrook          | 1456 Sunnybrook Dr.     |
| 37 | Tara Bend           | 949 Tara Bend           |
| 38 | Tara Blvd.          | 199 Tara Blvd.          |
| 39 | Walnut Creek        | 12000 S.L.R. Blvd.      |
| 40 | Whaley's Lake       | 210 Whaley's Lake Ln.   |
| 41 | Wright Circle       | 7705 Wright Cir.        |

**END OF SECTION**