



REQUEST FOR BID

W. J. Hooper Residual Solids Management – Transporting and Disposal

MAY 2016

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

Bid Opening:

Wednesday, July 6, 2016 at 10:00 a.m. local time
1600 Battle Creek Road, Morrow, GA 30260

**Non-Mandatory
Pre-Bid Meeting:**

Wednesday, June 15, 2016 at 10:00 a.m. local time
1600 Battle Creek Road, Morrow, GA 30260

Mandatory Site Visit:

70 Oakdale Drive, Stockbridge, Georgia 30281
Contact Philip Beckham at 770-302-3455 or 678-603-0238

This bid has a SLBE BID DISCOUNT

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Addenda (None Issued at This Time)

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **W. J. Hooper Residual Solids Management – Transporting and Disposal**

The Clayton County Water Authority (CCWA) will open sealed bids from contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia, 30260, on **Wednesday, July 6, 2016, at 10:00 a.m. local time**, for the following project: W. J. Hooper Residual Solids Management – Transporting and Disposal.

Any bids received after the specified time will not be considered.

A non-mandatory pre-bid meeting will be held at 1600 Battle Creek Road, Morrow, Georgia, 30260, on **Wednesday, June 15, 2016, at 10:00 a.m. local time**.

A mandatory site visit to the W. J. Hooper Water Production Facility is required in order to bid. Facility is located at 70 Oakdale Drive, Stockbridge, Georgia, 30281. To arrange the site visit, contact Philip Beckham at 770-302-3455 or 678-603-0238 from Monday thru Friday between the hours of 7:00 a.m. – 4:30 p.m. local time.

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.

END OF SECTION

Division 1

General Overview

Section 2: General Information

1.1 Bid Overview

The Clayton County Water Authority (CCWA) is seeking bids from qualified Bidders to transport and dispose of residual solids produced by the W.J. Hooper Water Production Facility, located at 70 Oakdale Drive, Stockbridge, Georgia 30281 in Henry County, Georgia. In order to submit a bid for this project, **a site visit is mandatory**. Site visits can be arranged by contacting Philip Beckham at 770-302-3455 or 678-603-0238 (Monday thru Friday, 7:00 a.m. – 4:30 p.m. local time).

The successful bidder will be required to execute a contract written by CCWA. Please refer to the sample contract on Division 3, Section 1 of this RFB. The contract term will be from **September 1, 2016 to August 31, 2017**, with renewal option for a second, and not to exceed third year by mutual consent from both parties at the existing terms, conditions and bid prices. The contract will be on an "as needed, when needed" basis. CCWA will not guarantee any minimum or maximum quantities during the contract term.

1.2 Bid Evaluation

A contract 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. An evaluation will also be performed to ensure bidders comply with the required submittals.

All items and estimated quantities shown on the Bid Form are our best estimate on annual requirements, and will be used for evaluation purposes only.

1.3 Addendum

To be considered, all questions must be received in writing via email at ccwa_procurement@ccwa.us by **3:00 p.m. (local time) on Friday, June 17, 2016**. Any and all responses to bidders' questions will be issued in the form of Addendum by email. All addenda issue shall become part of the bid documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of bids.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.
3. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although Bidders are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the Bidder 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

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Bid Requirements

Section 1: Instructions to Bidders

- 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 must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
 7. The name of the person, firm, or corporation making the Bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a Bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the Bid must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
 8. All Bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the Bid shall submit it in a sealed envelope on or before the date and time specified in the Bid package. The envelope shall be marked "**Sealed Bid**" and carry the Bid title, and date and time of opening as set forth in the Bid package. The envelope shall also bear the name of the party making the Bid and the party's address. Address Bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a Bid is not submitted, the Bid Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
 9. If published price books are a part of your Bid, one price book must be

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Bid Requirements

Section 1: Instructions to Bidders

- 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 Bid all items. All items may be considered separately, at the discretion of the CCWA.
 12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
 13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
 14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
 15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
 16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.

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Bid Requirements

Section 1: Instructions to Bidders

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 Contracts, Compliance and Risk Management Section.
19. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
20. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of

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Bid Requirements

Section 1: Instructions to Bidders

- liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
 25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
 26. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
 27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible Bidder, or the work may be re-advertised or constructed by the CCWA.
 28. Any Contract and Contract Bonds shall be executed in duplicate.
 29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
 30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
 31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.

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Bid Requirements

Section 1: Instructions to Bidders

32. Bids received from two (2) or more Bidders that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a Bidder who does not have a documented negative Bidder performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Requesting Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
 - a. Ability of Bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the Bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.

34. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or

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Bid Requirements

Section 1: Instructions to Bidders

facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.

35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for “Directories”, link for “UCP Directory - Excel” at:

<http://www.dot.ga.gov/PS/Business/DBE>.

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

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Bid Requirements

Section 2: Risk Management Requirements

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 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.
- B. Bidder Qualification Information, including References.
- C. Georgia Bid Bond
- D. Georgia Security and Immigration Compliance Act of 2006 form.
- E. Contractor Affidavit and Agreement form.
- F. Subcontractor Affidavit form.

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

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

- G. SLBE Forms – Bidders must submit their completed and signed SLBE Forms.
- H. Addenda (if any issued).

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for
W. J. Hooper Residual Solids Management – Transporting and Disposal 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 4: Bid Form

BID:

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

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

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

DATE OF MANDATORY SITE VISIT: _____

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

Item #	ITEM	Estimated Quantity	Unit of Measure	UNIT PRICE	EXTENDED AMOUNT
1	Transportation and Disposal minimum per load (including all costs)	195	Per load		\$
TOTAL BID AMOUNT					\$

STATE ANY DISCOUNTS, SERVICE CHARGES, AND MONTHLY ACCOUNT BILLING TERMS. GEORGIA SALES TAX IS NOT APPLICABLE.

Submitted by: _____
COMPANY NAME OF BIDDER

Division 2

Bid Requirements

Section 4: Bid Form

Submitted by:

COMPANY NAME OF BIDDER

By: OFFICER NAME

SIGNATURE

TITLE

(SEAL)

ATTEST

COMPANY ADDRESS

CITY, STATE, ZIP CODE

LICENSE NUMBER (If Applicable)

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME: _____

BIDDER REPRESENTATIVE: _____

NUMBER OF YEARS IN BUSINESS: _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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 7: Contractor Affidavit & Agreement

- 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 7: Contractor Affidavit & Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit & Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

(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

END OF SECTION

Division 2 **Bid Requirements**

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

8.1 Program Overview

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Bid discounts for the use of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting 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 Forms

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

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

8.3 SLBE Optional Forms

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

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

8.4 Overview of Bid Discount

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

Division 2

Bid Requirements

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

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

The calculation of SLBE bid discounts shall be as follows:

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

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

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

Division 2 **Bid Requirements**

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

FORM SLBE-1

COVENANT OF NON-DISCRIMINATION

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

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

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

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

My Commission Expires

[Seal]

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM – BID DISCOUNT

INSTRUCTIONS TO CONTRACTORS

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

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

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

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM

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

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

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

FORM SLBE-2

SUB-CONTRACTOR CONTACT FORM – Cont'd

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

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

Bidder's Name: _____ **Project Name:** _____

FORM SLBE-3

SMALL LOCAL BUSINESS ENTERPRISE PROJECT PARTICIPATION PLAN

Signature: _____ **Date:** _____

**SUB-CONTRACTOR/SUPPLIER UTILIZATION
INSTRUCTIONS TO CONTRACTORS**

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

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

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

FORM SLBE-3

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

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

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

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

Total Estimated SLBE Sub-contractor % _____

Bidder's Company Name: _____ **Date:** _____

Bidder's Contact Number: _____ **Project Name:** _____

Signature: _____

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

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

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

GENERAL INFORMATION

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

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

FORM SLBE-4

POST AWARD – MONTHLY SLBE PARTICIPATION REPORT – BID DISCOUNT

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

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

Check if final payment >>> FINAL PAYMENT

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

TOTAL SLBE EARNINGS TO-DATE: _____

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

SIGNED _____
 CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

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

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

Division 3

Contract Forms

Section 1: Agreement Forms

**STATE OF GEORGIA
COUNTY OF CLAYTON**

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

This Agreement made and entered into this _____ day of _____, 20_____, for **W.J. Hooper Residual Solids – Transporting & Disposal**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

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

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide the following goods and services to the Authority:

GOODS:

Any and all items needed to complete the work as described in the bid dated _____, including but not limited to labor, equipment, and incidental supplies necessary to fully complete the work as indicated in the bid document referred to above, a copy of which is attached and incorporated into this contract.

SERVICES:

This contract work will consist of all services as described and outlined in the Request for Bid dated May 2016, a copy of which is attached and incorporated into this contract.

COSTS: The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the bid dated _____, and above described services. The Authority shall pay the Contractor net 30 days from receipt of services, and the invoice listing date for each load transported, and upon acceptance by the Authority of the work provided in accordance with the specifications. The Bidder shall correct defects in any work performed before the completed project will be eligible for payment.

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Contract Forms

Section 1: Agreement Forms

The Authority will accept invoices on a once per week basis. Payments will be made via US Mail. Bid hereto attached (dated _____) with the understanding that all estimated quantities are estimates only, and the Authority reserves the right to purchase more or less and on an as needed when needed basis based on actual need during the contract term. The Authority will not guarantee any minimum or maximum quantities during the contract term.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1st day of September, 2016**. The Agreement shall remain in effect until **August 31, 2017**.
5. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing terms and conditions.
6. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
 - (a) Shall be performed as stipulated in this document.
 - (b) Shall be performed by workmen experienced in and capable of doing the kind of work assigned.

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. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods as follows:

All equipment, materials, and supplies provided by the Contractor shall be first class, standard and thoroughly adequate for the work for which it will be used. Furthermore, the Contractor warrants that goods ordered to manufacturers specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods and shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users.

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Contract Forms

Section 1: Agreement Forms

Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of the Authority concerning latent defects shall exist indefinitely, and shall not be affected in clause. The Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

8. **INSPECTION**: The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection,

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Contract Forms

Section 1: Agreement Forms

examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

9. **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.
10. **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.
11. **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

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Section 1: Agreement Forms

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.

12. **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

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insurers showing such coverage in effect and agreeing to give the Authority ten (10) days; prior written notice of cancellation of the coverage.

13. **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.
14. **TERMINATION FOR DEFAULT:**
 - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
 - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
 - (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes

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Contract Forms

Section 1: Agreement Forms

beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
 - (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
15. **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.
16. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority’s direction.
17. **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

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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.

- 18. **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.

IN WITNESS WHEREOF this _____ day of _____, 2016, 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

[Corporate Seal]

ATTEST:

DATE:

CONTRACTOR

BY:

TITLE:

[Corporate Seal]

ATTEST:

Name – Corporate Secretary

DATE:

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Contract Forms

Section 1: Agreement Forms

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 Forms

EXHIBIT A

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 procuring the Contract with the Clayton County Water Authority on the following Project: **W.J. Hooper Residual Solids Management – Transporting & Disposal**, 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 quoting; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore, or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

By: _____
Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 4

Specifications

Section 1: General Requirements

1.1 Scope of Service

This section describes the information that is required to be provided by the successful Bidder to facilitate work.

The successful Bidder should notify our plant operator when they get on-site.

The successful Bidder should wear their company ID while on-site.

The successful Bidder must supply pick up forms and leave sufficient blank forms at pick up location. Pick – up driver must leave a filled out form with each pick up.

1.2 Bid Item Description

The successful Bidder shall provide Residual Solids Management – Transporting & Disposal for the William J. Hooper Water Production Facility as stipulated below.

The Clayton County Water Authority will dewater the water plant residuals at its William J. Hooper Water Production Facility to approximately 20-24% solids. The successful Bidder will remove and deliver the dewatered residual solids produced at the CCWA's William J. Hooper Water Production Facility from the plant, via Bidder's owned 30-yard roll off containers with a net sludge weight not to exceed 12 tons per load. The successful Bidder will transport the water plant residuals to a mutually agreed upon disposal site. The containers are not required to have a liner. CCWA will line the bottom of the container with wheat straw or sheets of plastic to prevent solids from adhering to the bottom of the container.

Materials to be Transported and Disposed - Water plant residuals containing 20-24% solids (76-80%), containing amount less than the TCLP test detection limits of volatiles, semi-volatiles, pesticides, herbicides and metals (results included).

Disposal Site – Clayton County Landfill has agreed to accept this material at no charge to CCWA. The successful Bidder may transport to this site or to and alternate facility as agreeable to CCWA. Clayton County Landfill is located at 11678 Hastings Bridge Road, Lovejoy, Georgia 30250. (Traveling south on Tara Blvd., turn left onto Hasting Bridge Road, travel one mile and turn at traffic light into landfill facility.) The operating hours of the Clayton County Landfill are Monday-Friday 7 a.m. – 5 p.m. Saturday 7:30 a.m. – 4 p.m. and closed on Sunday.

Division 4

Specifications

Section 1: General Requirements

Estimated Frequency of Service – This would be one (1) load per day, four days per week (Monday thru Friday). CCWA reserves the right to increase this frequency to an occasional two loads per day; and occasional weekend load, and to decrease the frequency temporarily due to decreased residual production schedule.

Orders placed will be by individual purchase order for the total shipment at each time.

The successful Bidder must supply forms to CCWA to be filled out for each load. Forms must be provided in advance, and in sufficient quantity and frequency to have one per load available for use.

Scheduling – Pick-up and delivery hours are between 6:00 a.m. and 9:00 a.m., however, CCWA reserves the right to modify these hours based on staffing and operational requirements with adequate notice to the awarded contractor.

The successful Bidder must replace an empty container when removing a full container. Change out time can be no more than 30 minutes, and service must be performed with a consistent one-hour time window each day. The Bidder will be assessed a penalty equal to one full load (12 tons) for failure to meet agreed upon schedule of pick-up or delivery. By signing the agreement the Bidder agrees to hold CCWA harmless for damages to containers moved by CCWA due to Bidder's failure to meet scheduled requirements.

The pick-up and drop-off address will be: W.J. Hooper Water Production Plant, 70 Oakdale, Stockbridge, Georgia 30281.

Site Access - Access is through a motor operated gate with electronic security controls. One electronic key will be issued for driver use at the commencement of the contract. A \$25.00 fee will be assessed and deducted from payments to the Bidder for lost keys, or for keys not returned at the end of the contract period.

1.3 Payment Terms

The Authority shall pay the Contractor net 30 days from receipt of services, and the invoice listing date for each load transported, and upon acceptance by the Authority of the work provided in accordance with the specifications. The Bidder shall correct defects in any work performed before the completed project will be eligible for payment.

END OF SECTION