



# Brunswick-Glynn County Joint Water and Sewer Commission

## Invitation For Bids 19-017

### 2016 SPLOST North Mainland Phase II AND III Improvements Division I – CIPP SEWER for the Brunswick-Glynn County Joint Water and Sewer Commission

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Monday, May 13, 2019

Pre-Bid meeting will be held on Tuesday, June 4, 2019, at 2:00 p.m.  
JWSC Commission Chambers – 1703 Gloucester St, Brunswick, GA 31520

Deadline for questions is Friday, June 7, 2019, no later than 5:00 p.m. EST.  
Questions must be directed in writing (via e-mail) to the  
Purchasing Director, Pamela Drury-Crosby, email- [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org)

Responses Due by:

**12:00 NOON, EST Tuesday, June 18, 2019 to:**

Purchasing Division  
Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, Georgia 31520  
(912) 261-7127

Submit responses in hard copy only; electronic or fax responses will not be accepted.  
Responses received after the deadline or at any other locations will not be accepted.

FOR COMPLETE DETAILS OF THIS SOLICITATION, please visit the BGJWSC website, utilizing the following link:

<http://www.bgjwsc.org/departments/procurement/>

**BRUNSWICK-GLYNN COUNTY  
JOINT WATER AND SEWER COMMISSION**

**Invitation To Bid**

**2016 SPLOST North Mainland Phase II and III Improvements  
Division I – CIPP Sewer**

**1.0 INTRODUCTION**

The Brunswick-Glynn Joint Water & Sewer Commission (JWSC) wishes to receive Invitations To Bid from qualified contractors for system improvements related to 2016 SPLOST North Mainland Phase II and III – Division I CIPP to include the repair of gravity sewer mains located from B and W Grade Road to the Academy Creek Treatment Plant located in Brunswick, Georgia. The proposed construction consists of the following:

- Repair by Cured-In-Place Pipe (CIPP) of :
  - Approximately 7,800 linear feet of 30-inch diameter of RCP pipe
  - Approximately 425 linear feet of 42-inch diameter of RCP pipe
- Repair of approximately 70 manholes

Work shall include all labor, equipment, materials, appurtenances and incidentals required to complete this project.

The firms must comply with all applicable state, local and federal regulations related to the services provided to the BGJWSC. The BGJWSC reserves the right, subject to negotiation and agreement, in writing, with the selected firm, to either expand or limit the scope of services as needed. The selected firm will be required to have sufficient personnel to complete the tasks required by this scope of services. The selected contractor will complete the required tasks in a timely and efficient manner. The selected contractor would be expected to enter into a contract for services based upon the contractors agreed-upon not to exceed amount.

A site location map (Exhibit A) is included for reference. Any information shown is for reference use only, final design is to be determined by the Engineer. All design shall be in accordance with applicable BGJWSC Standards and State EPD regulations. Firms expressing interest should be fully capable of providing the end results requested.

**2.0 INFORMATION REQUESTS AND INSTRUCTIONS FOR BID SUBMITTAL**

Additional information and clarifications desired by a Bidder shall be requested from the BGJWSC in writing and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proposer. Every request for such clarification shall be in writing (email) addressed to Pamela Crosby at [pcrosby@bgjwsc.org](mailto:pcrosby@bgjwsc.org). Any verbal statements regarding same by any person prior to the award shall be considered not authoritative and not binding.

Addenda issued to Bidders prior to the date of receipt of Bids shall become a part of the ITB and Bids shall include the work described in the Addenda. No inquiry received within five days of the date fixed for the submission of Proposals will be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all

prospective Proposers, not later than five days prior to the date fixed for the submission of Proposals (**no later than 12:00 noon EST on Tuesday June 11, 2019**).

Bids are to be submitted with (1) original hard copy, (3) additional hard copies and (1) additional electronic copy in .pdf format on a USB drive. In addition to the submission requirements from Section 00313, 00411 and 01135-1, the following mandatory forms must be provided as a part of the bid package submission:

- Affidavit
- Oath
- Representation of EEO Practice
- Certificate of Insurance
- Certificate of Drug Free Workplace
- E-Verify Contractor Affidavit and Agreement

### **3.0 ANTICIPATED SCHEDULE**

<b>Project Milestone</b>	<b>Date</b>
Pre-Bid Meeting (non-mandatory)	Tuesday, 6/4/2019 2:00 p.m.
Deadline for Questions	Friday, 6/7/2019 5:00 p.m.
Bids Due	Tuesday, 6/18/2019 12:00 NOON
Award of Construction Services	June 2019
Pre-Con / Notice To Proceed	June - July 2019
Construction Begins	July - August 2019

### **4.0 RESERVED RIGHTS**

The BGJWSC reserves the right to accept or reject any and/or all bids, to waive irregularities, technicalities or informalities in any bid or in the bid procedures, and to accept or reject any item or combination of items, and to re-advertise for submissions. There is no obligation on the part of the JWSC to award the contract to the lowest proposer.

The BGJWSC reserves the right to award the contract to the responsible bidders submitting responsive bids with resulting contracts most advantageous and in the best interests of the BGJWSC. The BGJWSC shall be the sole judge of the bids and the resulting contract and its decision shall be final.

### **5.0 INDEMNIFICATION**

The successful bidder agrees to indemnify and hold harmless the BGJWSC, its employees, officers, and agents for any claim or liability arising under a contract with the BGJWSC due to any act or omission of the said proposer.

### **6.0 GOVERNING LAW**

The contract shall be construed and governed in accordance with the laws of the State of Georgia. Any controversy or claim arising out of or in relation to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in Glynn County, Georgia.

**AFFIDAVIT**

This Bid is submitted to Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the JWSC's option, may result in a revocation of the granted contract.

Consent is hereby given to the JWSC to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the JWSC decides to review this Bid, additional information may be requested. Failure to supply any requested information within a reasonable time may result in the rejection of the Bid with no re-submittal rights.

The successful Bidder understands that the JWSC, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the JWSC's judgment may best serve the interest of its rate payers and employees, may grant a contract.

The successful Bidder understands that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any contract issued will be on the basis of the Bidder's service, financial plans and arrangements being feasible and adequate to fulfill the conditions set forth in this project and the successful Bidder's response.

Company Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_ Signature: \_\_\_\_\_  
*(Print/Type)*

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**OATH**

**State of Georgia  
City of Brunswick  
County of Glynn**

I, \_\_\_\_\_ (name of individual), solemnly swear that in the procurement of the contract for

**INVITATION FOR BIDS NO. 19-017  
2016 SPLOST NORTH MAINLAND PHASE II  
AND III IMPROVEMENTS  
DIVISION I – CIPP SEWER**

that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or Bids of said project or from submitting a bid for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, Corporation or partnership has caused or induced any other bidder to withdraw his/her bid from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Name of Party: \_\_\_\_\_

Corporate or Partnership Name: \_\_\_\_\_

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_ 2019.

NOTARY PUBLIC:

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

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

(SEAL)

## REPRESENTATION

### EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE:

**EEO Plan:** The successful Bidder will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

**EEO For Veterans/Handicapped:** The successful Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

**EEO For Successful Bidder Programs:** The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

**EEO Acquisitions:** The successful Bidder will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

a. Does the Bidder have the above EEO policy in place?

Yes

No

b. If the answer to a. above is no, will the Bidder have such a policy in place for the project?

Yes

No

**Statement of Assurance:** The Bidder herein assures the JWSC that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, disability, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with A.D.A.

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
(Date)

# Brunswick-Glynn County Joint Water and Sewer Commission

1703 Gloucester Street  
Brunswick, Georgia 31520  
(912) 261-7100

## INSURANCE REQUIREMENTS

The description section of your insurance certificate must read:

***BGJWSC is named as an additional insured on all coverage except Workers' Compensation as per written contract. A waiver of Subrogation applies to all policies shown above as per written contract.***

### Insurance Requirements

Before starting and until acceptance of the Work by BGJWSC, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

<b>SCHEDULE</b>	<b>AMOUNT</b>
<u>Workers' Compensation</u> Georgia Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 Bodily Injury each accident \$500,000 Bodily Injury by Disease each Employee \$1,000,000 Bodily Injury policy limit
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate Primary and Non Contributory	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u> <b>(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability and Automobile Liability)</b>	\$2,000,000 each occurrence and annual aggregate

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above. The General liability shall contain a "Per Project Aggregate".

Company shall specify BGJWSC as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary and non-contributory as to any and all other insurance or self-insurance maintained by BGJWSC. Company shall include a Waiver of Subrogation on all required insurance in favor of BGJWSC, its commission members, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies authorized to do business in the State of Georgia, rated at least A- VII by A M Best and satisfactory to BGJWSC. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to BGJWSC for approval.

*CERTIFICATE OF INSURANCE*

This is to certify that \_\_\_\_\_  
(Insurance Company)

of \_\_\_\_\_  
(Insurance Company Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it's agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to:

**BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION  
1703 GLOUCESTER STREET, BRUNSWICK, GEORGIA 31520**

It is further agreed that Brunswick-Glynn County Joint Water and Sewer Commission shall be named as an additional insured on the Contractor's policy.

1. **Insured:** \_\_\_\_\_

2. **Project Name:** 19-017 2016 SPLOST N MAINLAND PHASE II AND II IMPROMENTS  
DIVISION I – CIPP SEWER

3. **Policy Number(s):** \_\_\_\_\_

4. **Insurance Company:** \_\_\_\_\_

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

**(Name) Authorized Representative:** \_\_\_\_\_

**Signature Authorized Representative:** \_\_\_\_\_

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



*CERTIFICATE OF DRUG FREE WORKPLACE*

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

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

## *E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT*

*Georgia Security Immigration and Compliance (GSIC) Act*

The Brunswick-Glynn County Joint Water and Sewer Commission and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.*

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

***(Continued on Next Page)***

\_\_\_\_\_  
**E-Verify Employment Eligibility Verification User I.D. Number**

\_\_\_\_\_  
**Date of Authorization to Use Federal Work Authorization Program**

\_\_\_\_\_  
**Name of Contractor**

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

\_\_\_\_\_  
**Signature and Printed Name of Authorized Officer or Agent**

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

NOTARY PUBLIC:

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

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

**(NOTARY SEAL)**

As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "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).