

 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>Annual Contract for Tree Removal Services</b>	
	<b>ADDENDUM # 1</b>	
	DATE	Thursday, December 21, 2023
	BID NUMBER	2023-SW-24
	BID OPENING DATE	Friday, January 5, 2024 at 2:00 p.m. local time
PRE-BID MEETING DATE	Thursday, December 21, 2023 at 2:00 p.m. local time	
<b>ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFB.</b>		

**QUESTIONS:**

- This is a written Opens record request to provide the previous years of 2021 & 2022 Annual Contract for Tree Removal Services.**

Answer:

Copies of the executed conformed documents with Tree Works, Inc. (Primary Contractor) and Sesmas Tree Service, LLC (Back-up Contractor) for the 12-month period from January 1, 2021 to December 31, 2021 are provided with this Addendum on the following pages.

Also provided with this Addendum is a copy of year-2 renewal agreement with Tree Works, Inc. for the period from January 1, 2022 to December 31, 2022.

<i>Acknowledgment of receipt of this addendum must be signed and included in your bid response.</i>	
COMPANY NAME	
SIGNATURE	
DATE	



**REQUEST FOR BID**  
**ANNUAL CONTRACT FOR TREE REMOVAL SERVICES**

**Bid Number 2020-SW-18**

**September 2020**

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

**Virtual Teams**  
**Bid Opening Meeting**                      **Tuesday, November 3, 2020 at 10:00 a.m. local time**

**Non-Mandatory**  
**Pre-Bid Virtual**  
**Teams Meeting**                              **Tuesday, October 20, 2020 at 10:00 a.m. local time**

**This bid has a SLBE BID DISCOUNT**

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**CONFORMED DOCUMENTS**

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*Copy 1 of 2*  
*Treeworks Services, Inc.*  
*Primary Contractor*

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## **Division 1**

## **General Information**

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

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

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

The Clayton County Water Authority will open sealed bids from licensed contractors via a Virtual Teams Meeting on **Tuesday, November 3, 2020 at 10:00 a.m. (local time)** for the following project: Tree Removal Services. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Virtual Teams Meeting will be held on **Tuesday, October 20, 2020 at 10:00 a.m. (local time)**.

Please use the following call-in instructions to attend the Pre-Bid and Bid Opening meeting:

[Join Microsoft Teams Meeting](#)

[+1 912-483-5368](#)

**Conference ID: 400 568 314#**

CCWA encourages Small Local, Minority and Women-Owned businesses to participate and respond to this bid request.

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

*Clayton County Water Authority  
By: Robin Malone, Chairperson*

**END OF SECTION**

## **Division 1**

## **General Information**

### **Section 2: Project Overview**

#### **2.1 Intent and Purpose**

The Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced contractor to complete tree removal work for the period from **January 1, 2021 to December 31, 2021**.

The CCWA reserves the right to award a primary contractor, as well as back-up contractor(s) to ensure that our requests under this annual contract can be performed as needed.

The work to be performed under this contract will be determined and assigned by CCWA on an “as-needed”, “when-needed” basis and will be issued in the form of a Project Work Order. A Project Work Order may include a single work item or may include a number of work items.

CCWA does not guarantee any minimum or maximum work quantities under this contract, and reserves the right to bid any similar type work of this contract as a separate procurement at its sole discretion. CCWA anticipates that the annual value of work completed through this contract will be in the range of \$275,000 to \$300,000.

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

#### **2.2 Bid Evaluation**

A contract will be awarded to the lowest responsive responsible bidders whose bid conforms to the Request for Bids specifications and will be the most advantageous to the CCWA. An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

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

Prior to the time of Bid Opening, CCWA will provide to each bidder, a list of “quantities”, for “selected work items, that will be used for bid evaluation purposes. CCWA will multiply the unit cost for each “selected work item” by the “quantity” to establish an “extended” amount. The addition of all “extended” amounts will determine the “total bid amount”. To obtain a copy of this list, please refer to Division 1, Section 1.

## **Division 1**

## **General Information**

### **Section 2: Project Overview**

Note that not all “work items” as shown on the Bid Form - Pay Item Schedule will be used in the bid evaluation process. Work items on the Bid Form – Pay Item Schedule not used in the award evaluation process will be examined by the CCWA to ensure that the units prices are in line with comparable items contained in this bid and that any unit price that appears to be out of line may be used by the CCWA as a basis of denial/award of the particular bid, and/or the unit price may be negotiated by CCWA. This determination will be at the sole discretion of CCWA.

#### Small Local Business Enterprise (SLBE) bid discount:

This procurement has a SLBE bid discount for evaluation purposes only, which will be given to CCWA certified SLBE primes only. For more details, please refer to Division 2, Section 8 of this bid package.

### **2.3 Addendum**

Bidders may submit questions regarding this bid prior to the bid opening. To be considered, all questions must be received via email to **CCWA\_Procurement@ccwa.us** by **10:00 a.m. local time on Thursday, October 22, 2020**. Any and all responses to bidder’s questions will be issued in the form of an Addendum via email. All addenda issued shall become part of the Bid Documents.

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

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

These instructions are to be followed by every entity 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 vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

## **Division 2**

## **Bid Requirements**

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

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 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



## **Division 2**

## **Bid Requirements**

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

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. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
13. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
14. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
15. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for sixty (60) days after the date set for the opening thereof.
16. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

## **Division 2**

## **Bid Requirements**

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

17. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
18. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
19. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
20. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
21. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
22. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
23. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
24. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
25. 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.

## **Division 2**

## **Bid Requirements**

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

26. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
29. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
30. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
31. Bids received from two (2) or more vendors 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 vendor who does not have a documented negative vendor 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

## **Division 2**

## **Bid Requirements**

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

may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

32. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
  - a. Ability of Bidder to perform in the time frame needed by the CCWA.
  - b. Reputation of the Bidder in its industry.
  - c. Reasonableness of the bid in relation to anticipated costs.
  - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
33. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
35. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified small local, minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small

## **Division 2**

## **Bid Requirements**

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

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**

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

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

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

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

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

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

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

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

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

**Division 2**

**Bid Requirements**

**Section 2: Risk Management Requirements**

<b>CONTRACTS FOR UP TO \$50,000</b>	<b>CONTRACTS FOR MORE THAN \$50,000</b>
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**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.

The required items include but are not limited to:

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

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

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

- I. Copies of any and all license(s) required to perform the work.
- J. W-9 Form
- K. Vendor Form





**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

Bid of TREWORKS SERVICES INC.

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

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

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

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

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

**CONTRACT EXECUTION:**

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

Bidder accepts the terms and conditions of the Documents.

**INSURANCE:**

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

2-4.1 TREEWORKS SERVICES INC. - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
Gerald Phillips

**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:

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TREWORKS SERVICES INC - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
2-4.2 Gerald Phillips

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

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

No.	Work Item	Detail	Unit	Unit Cost
1	Mobilization	Emergency	EA	450.00
2	Tree Cutting and Removal	Removal of trees 4" to 8" DBH	EA	65.00
3	Tree Cutting and Removal	Removal of trees > 8" to 16" DBH	EA	175.00
4	Tree Cutting and Removal	Removal of trees > 16" to 24" DBH	EA	350.00
5	Tree Cutting and Removal	Removal of trees > 24" to 32" DBH	EA	500.00
6	Tree Cutting and Removal	Removal of trees > 32" DBH	EA	700.00
7	Tree Stump Grinding and Removal	Stump Grinding 4" to 8" DIA	EA	10.00
8	Tree Stump Grinding and Removal	Stump Grinding > 8" to 16" DIA	EA	20.00
9	Tree Stump Grinding and Removal	Stump Grinding > 16" to 24" DIA	EA	40.00
10	Tree Stump Grinding and Removal	Stump Grinding > 24" to 32" DIA	EA	60.00
11	Tree Stump Grinding and Removal	Stump Grinding > 32" DIA	EA	80.00
12	Tree Trimming and Removal	Tree Trimming up to 4" DIA	EA	35.00
13	Tree Trimming and Removal	Tree Trimming > 4" to 8" DIA	EA	60.00
14	Tree Trimming and Removal	Tree Trimming > 8" to 16" DIA	EA	175.00
15	Tree Trimming and Removal	Tree Trimming > 16" to 24" DIA	EA	350.00
16	Tree Trimming and Removal	Tree Trimming > 24" DIA	EA	500.00
17	Mechanical Bush Hogging/Brush Clearing	Areas Less than 5,000 SF	SF	0.04
18	Mechanical Bush Hogging/Brush Clearing	Areas between 5,001 SF to 20,000 SF	SF	0.03
19	Mechanical Bush Hogging/Brush Clearing	Areas between 20,001 SF to 40,000 SF	SF	0.02
20	Mechanical Bush Hogging/Brush Clearing	Areas greater than 40,001 SF	SF	0.01
21	Manual Brush Clearing and Removal	Areas Less than 5,000 SF	SF	0.25
22	Manual Brush Clearing and Removal	Areas between 5,001 SF to 20,000 SF	SF	0.23
23	Manual Brush Clearing and Removal	Areas between 20,001 SF to 40,000 SF	SF	0.20
24	Manual Brush Clearing and Removal	Areas greater than 40,001 SF	SF	0.18
25	Tree Inventory & Surveying	Consultation Services	HR	30.00
26	Hourly Labor	Superintendent	HR	27.00
27	Hourly Labor	Foreman	HR	19.50

2-4.3 TREEWORKS SERVICES INC - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
Gerald Phillips

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

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

No.	Work Item	Detail	Unit	Unit Cost
28	Hourly Labor	Operator	HR	21.00
29	Hourly Labor	Laborer/Climbers	HR	25.00
30	Hourly Labor	Dump Truck Driver	HR	27.00
31	Hourly Equipment	17,000 # Class Excavator	HR	75.00
32	Hourly Equipment	10,000 # Class Excavator	HR	65.00
33	Hourly Equipment	30,000 # Class Rubber Tired Loader	HR	100.00
34	Hourly Equipment	Rubber Tired Backhoe / Loader	HR	45.00
35	Hourly Equipment	18,000 # Class Track Dozier	HR	63.00
36	Hourly Equipment	Dump Truck (Tandem Rear Axle)	HR	75.00
37	Hourly Equipment	Utility Truck - Fully Equipped	HR	35.00
38	Hourly Equipment	Boom Truck - Min 55' Vertical Reach	HR	95.00
39	Hourly Equipment	Grapple Truck with Dump Body	HR	75.00
40	Hourly Equipment	Shredder/Chipper 6" Capacity	HR	30.00
41	Hourly Equipment	Shredder/Chipper 12" Capacity	HR	40.00
42	Hourly Equipment	Shredder/Chipper 18" Capacity	HR	60.00
43	Equipment Rental	N/A	EA	10%
44	Supplied Material	N/A	EA	10%
45	Specialty Services	N/A	EA	10%

Submitted by: TREWORKS SERVICES INC.  
COMPANY NAME OF BIDDER

Is the Bidder a CCWA certified SLBE?                       Yes                       No

If yes, specify business County location: HENRY

TREWORKS SERVICES INC - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
244 *Gerald Phillips*

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

I have read and understand the requirements of this request for bid and agree to provide the required goods and services in accordance with this bid and all attachments, exhibit(s), and drawings.

**Submitted by:**

**TREWORKS SERVICES INC.**

\_\_\_\_\_  
(COMPANY NAME OF BIDDER)

GERALD PHILLIPS

By: (OFFICER NAME)

Gerald Phillips  
(SIGNATURE)

PRESIDENT/CEO  
(TITLE)

10/27/2020  
(DATE)

533 NORTH BETHANY RD.  
(COMPANY ADDRESS)

MCDONOUGH, GA 30252  
(CITY, STATE, ZIP CODE)

PHONE NUMBER: 770-826 9189 OR 770-826-9190

EMAIL ADDRESS: TREWORKSINC@BELLSOUTH.NET

WEBSITE: TREWORKS-INC.COM (CURRENTLT PARKED)

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

UTILITY CONTRACTOR'S  
LICENSE NUMBER: N/A

**END OF SECTION**

TREWORKS SERVICES INC - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
Gerald Phillips

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

COMPANY NAME OF BIDDER: TREWORKS SERVICES INC

NUMBER OF YEARS IN BUSINESS 12

BUSINESS ADDRESS OF COMPANY: 533 NORTH BETHANY RD.

MCDONOUGH, GA 30252

TELEPHONE NUMBER: 770-826-9190

POINT OF CONTACT NAME: MARILYN PHILLIPS

POINT OF CONTACT EMAIL ADDRESS: TREWORKSINC@BELLSOUTH.NET

COMPANY TAX ID NUMBER: [REDACTED]

COMPANY WEBSITE: treeworks-inc.com (currently parked)

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

NAME OF PRINCIPAL OFFICERS: GERALD PHILLIPS – PRESIDENT/CEO

MARILYN PHILLIPS – SECRETARY/TREASURER/CFO

TREWORKS SERVICES INC - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
*Gerald Phillips*

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

**REFERENCES**

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

COMPANY/GOV'T ENTITY NAME: AQUALIS STORM WATER MANAGEMENT  
CONTACT NAME: JEFF BUTTS  
ADDRESS: 2510 MERIDIAN PKWY., STE 350, DURHAM, NC 27713  
PHONE NUMBER: 919-812-0620

COMPANY/GOV'T ENTITY NAME: CITY OF MCDONOUGH - STORMWATER  
CONTACT NAME: TOM FLEMING  
ADDRESS: 305 RACETRACK RD. MCDONOUGH, GA 30253  
PHONE NUMBER: 678-782-6271

COMPANY/GOV'T ENTITY NAME: US PROPERTIES GROUP  
CONTACT NAME: SHARON CHAPMAN  
ADDRESS: 800 COLUMBIANA DR., SUITE 220 COLUMBIA, SC 29063  
PHONE NUMBER: 803-407-4555

COMPANY/GOV'T ENTITY NAME: SOUTHERN CRESCENT HABITAT FOR HUMANITY  
CONTACT NAME: JENIFER KLIPPEL  
ADDRESS: 9570 TARA BLVD., JONESBORO, GA 30236  
PHONE NUMBER: 404-788-3439

COMPANY/GOV'T ENTITY NAME: CLAYTON COUNTY WATER AUTHORITY  
CONTACT NAME: MATT SMITH  
ADDRESS: 1600 BATTLE CREEK RD., MORROW, GA 30260  
PHONE NUMBER: 404-368-6765

**END OF SECTION**

TREWORKS SERVICES - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
*Gerald Phillips*



**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit & Agreement**

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

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit and is incorporated into this Agreement by reference herein.
  
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
  - 1. \_\_\_\_\_ 500 or more employees;
  - 2. \_\_\_\_\_ 100 or more employees;
  - 3.  X  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: TREWORKS SERVICES INC

Authorized Signature: Gerald Phillips

Title: PRESIDENT/CEO

Date: 10/27/2020

TREWORKS SERVICES INC-GEORGIA  
2-7.1 GERALD PHILLIPS - PRESIDENT  
Gerald Phillips

**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.

1195

EEV / Basic Pilot Program User Identification Number

**Please enter the four to seven numerical characters**

Gerald Phillips  
BY: Authorized Officer or Agent

10/27/2020  
Date

PRESIDENT/CEO

Title of Authorized Officer or Agent if Contractor

GERALD PHILLIPS

Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME ON THIS  
27 DAY OF October, 2020.

Tiffany Hurley  
Notary Public

10/16/2023  
My Commission Expires

2-7.2 TREWONKI SERVICES INC - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
Gerald Phillips

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit & Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT NA**

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 \_\_\_\_\_  
Treeworks Services Inc.

(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 Treeworks Services Inc.

(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.

NA

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

Gerald Phillips  
BY: Authorized Officer or Agent  
Subcontractor Name

President  
Title of Authorized Officer or Agent of Subcontractor

Gerald Phillips  
Printed Name of Authorized Officer or Agent



Subscribed and Sworn before me on this the 27 day of October, 2020.

Henry Hurley  
Notary Public

Oct 16 2023  
My Commission Expires

END OF SECTION

2-7.3

TREWORKS SERVICES INC - GEORGIA  
GERALD PHILLIPS - PRESIDENT  
Gerald Phillips

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

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

## **Division 2**

## **Bid Requirements**

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

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

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

#### **8.2 Overview of Bid Discount**

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

*Example: A \$100,000 bid with a 7.5% bid discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful bidder.*

Bid Discounts will be applied to CCWA certified SLBE prime bidders only. The use of certified SLBE sub-contractors will not establish eligibility to receive Bid Discounts. Depending on the bidder's location, Bid Discounts will range between 7.5% and 10%.

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 10 counties (Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding).
- (1) Discounts are given to Bidders who are SLBE prime bidders only.
  - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) for more information on CCWA's SLBE Program or visit our website at [www.ccwa.us](http://www.ccwa.us).

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA**

**COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING PROVISION OF SERVICES**

This Agreement made and entered into this 15<sup>th</sup> day of January, 20 21, for **Annual Contract for Tree Removal Services**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and **TREWORKS SERVICES, INC.** (hereinafter "the Primary Contractor"), witnesseth:

**WHEREAS**, the Authority is contracting with the Primary Contractor for the provision of services described below for the term specified herein;

**NOW THEREFORE**, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Primary Contractor shall provide **Tree Removal Services** on a project basis as requested by the Authority in accordance to specifications outlined in the Request for Bid documents dated September 2020, which are part of this agreement.
2. **COSTS:** The Authority shall pay, and the Primary Contractor shall receive the prices as stipulated in the Bid Form hereto attached as full compensation relative to the scope of services per Bid dated October 27, 2020, and above described services. The Authority shall pay the Primary Contractor net 30 days from receipt of an invoice and upon approval of Contractor's work. Payments will be sent via regular US Mail.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1<sup>st</sup> day of January 2021**. The Agreement shall remain in effect until **December 31, 2021**.
4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing contract terms, conditions and bid prices.
5. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual project shall begin with a Purchase Order (a "PO"), a blank copy of which is attached to this Agreement and incorporated into the terms hereby agreed to. The Primary Contractor agrees to the terms and conditions contained in the PO; however, in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.

## **Division 3**

## **Contract Forms**

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

6. **WARRANTY ON SERVICES RENDERED:** The Primary Contractor warrants its workmanship to be free from defects as follows:
  - Shall be performed as stipulated in the bid documents.
  - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

The Primary 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 Primary Contractor shall repair the defect in a timely manner at no expense to the Authority.
7. **CONTRACTOR'S AFFIDAVITS:** The Primary Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
8. **ASSIGNMENT AND SUBCONTRACTING:** The Primary Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Primary 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 Primary Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
9. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Primary Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Primary Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Primary Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

## **Division 3**

## **Contract Forms**

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

10. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Primary Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Primary 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 subcontractors used by the Primary 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 Primary Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Primary Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Primary Contractor and any subcontractor on account of accidents arising out of the operations of the Primary 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 Primary Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.
11. **RISK MANAGEMENT REQUIREMENTS:** The Primary Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
  - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Primary Contractor fails to perform this Agreement within the time



## **Division 3**

## **Contract Forms**

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

specified herein or any extension thereof; or (ii) if the Primary 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 Primary 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 Primary Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Primary 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 Primary Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Primary Contractor and the subcontractor, and without the fault of negligence of either of them, the Primary 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 Primary 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 Primary Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights

## **Division 3**

## **Contract Forms**

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

and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Primary 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 Primary Contractor for the actual goods and labor reasonably used by the Primary 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 Primary Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
14. **DISPUTES:** Pending resolution of any dispute hereunder, the Primary Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
15. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Primary Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
16. **ATTORNEYS' FEES:** The Primary 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 Primary Contractor to the Authority.
17. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

IN WITNESS WHEREOF this 15 day of January,  
2021, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**TREWORKS SERVICES, INC.**

By: [Signature]  
Name: H. BERNARD FRANKS  
Title: General Manager

By: [Signature]  
Name: Gerald D. Phillips  
Title: CEO

Attest: Amanda La Pierre  
Name: Amanda La Pierre  
Title: Executive Coordinator  
Date: January 15, 2021

Attest: [Signature]  
Name: Marilyn K. Phillips  
Title: Corporate Secretary  
Date: 01-07-2021

[Corporate Seal]



[Corporate Seal]



[Signature]



## **Division 3**

## **Contract Forms**

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

#### **EXHIBIT A**

#### **RISK MANAGEMENT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

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

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

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

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

**END OF SECTION**

**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certificate**

STATE OF GEORGIA, COUNTY OF HENRY

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

GERALD PHILLIPS  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

ATTEST:

By: Gerald Phillips  
Bidder

By: MARLYN PHILLIPS  
Name

By: GERALD PHILLIPS  
Name

Title: CEO

Title: PRESIDENT

Sworn to and subscribed before me this 14 day of December, 2020.

Notary Public: Courtney Thompson My Commission expires: 04-20-2021

END OF SECTION



## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

#### **1.1 General**

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

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

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

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

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

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

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



## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

### **1.2 Work Assignment**

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

#### Project Set-Up for Non-Emergency Work

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

#### Project Set-Up for Emergency Work

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

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

### **1.3 Work Items**

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

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

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

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

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

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

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

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

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

**Work Items 26 - 30. Hourly Labor:** Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated labor position to complete work as requested for a certain amount of time. Only the time the labor position is on the work site and working will be considered for payment. The

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

hourly rate shall be the Contractor's total expense per hour for the indicated labor position. The Work Items will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 31 - 42. Hourly Equipment:** Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated piece of equipment to complete work as requested for a certain amount of time. Only the time the piece of equipment is in operation will be considered for payment. The hourly rate shall be the Contractor's total expense per hour for the indicated piece of equipment. The Work Items will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 43. Equipment Rental:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing equipment not included as part of other Work Items or listed in the Work Item "Hourly Equipment", to complete work. The Contractor may furnish equipment through a rental company or through the Contractor's company. Where the Contractor furnishes the equipment through the Contractor's company, industry standard rental rates for equivalent equipment shall apply. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 44. Supplied Material:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing material, not included as part of other Work Items, needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 45. Specialty Services:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing services through another firm, for work related to this Contract, that is not included on the Pay Item Schedule that is needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 2: General Requirements**

#### **2.1 General**

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

#### **2.2 Site Work**

- A. The Contractor shall be responsible for providing and maintaining a safe work site. Contractor shall utilize safety cones, barricades, caution lights, caution tape, safety fencing, etc. as necessary to protect the workers and the public at all times.
- B. The work may require access to private property. The CCWA shall be responsible for coordinating and providing access to the area(s) of work. The Contractor shall contain work within area designated by CCWA.

## **Division 4**

## **Specifications**

### **Section 2: General Requirements**

- C. The Contractor shall employ the “best practicable means” to minimize and mitigate noise as well as disturbance resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery, particularly in residential areas and in the near vicinity of hospitals and schools and especially at night.

**END OF SECTION**

# **ATTACHMENTS**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**WAIVER AND RELEASE UPON FINAL PAYMENT**

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

\_\_\_\_\_ [describe materials and/or labor];

for the construction of improvements known as:

\_\_\_\_\_ [title of the project or building];

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

See Attachment:  yes  no

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

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

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

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



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

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

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

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

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

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

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

\_\_\_\_\_(L.S.)  
(Signature of Deponent)

\_\_\_\_\_  
(Printed/Typed Name and Title)

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

\_\_\_\_\_  
(Company Name)

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

Notary Public \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

(NOTARY SEAL)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Treeworks Services Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**533 North Bethany Rd.**

6 City, state, and ZIP code

**McDonough, GA 30252**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 10-27-2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

TREWORKS SERVICES INC - GEORGIA

GERALD PHILLIPS - PRESIDENT

Gerald Phillips

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.**

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.**

You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





# COVER SHEET

Effective:  
May 1, 2019

FOR

## VENDOR INFORMATION FORM

*The enclosed Vendor Information Form is used by the Clayton County Water Authority (CCWA) for adding vendors to its financial database system that are awarded procurement or service work. This form has two parts. Part 1 is designed to obtain general company information. Completion of this part is required to successfully add the vendors to CCWA's financial database system. Part 2 is intended for information gathering purposes only. While information requested on Part 2 is optional to the vendors, it will help the CCWA obtain business ownership classification description from its vendors.*

**Product(s) / Service(s) Provided:** Select a NIGP code from the drop-down menu. If the code is unknown, you can search it by clicking the link provided on the form. Go to page 5. At the same time, press CTRL-F. This will open a small FIND box on your screen. In the box, type the key word that best describes your goods or services and click NEXT until you find the best fit. **Write down the 5 digit code number and go to the drop-down menu of this Form to select the code.**

For the purposes of executing this document, the following definitions apply:

- **Small Local Business Enterprise (SLBE)** is one that is at least 51% owned by one or more of the applicant individuals identified and a citizen or lawfully admitted permanent resident of the United States. Independently owned and operated with average annual gross receipts for the previous three years not exceeding (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 & Services – less than 250 employees. 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.
- **A Woman Business Enterprise (WBE)** is one that is at least 51% owned by a Female, who also controls and operates the business, and is a permanent resident of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.
- **A Minority Business Enterprise (MBE)** is one that is at least 51% owned by one of the minority groups identified below, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.

**Minority Groups:**

- Hispanic American
  - African American
  - Native American
  - Asian American
  - Pacific Islander
- **A Disabled Citizen Enterprise (DCE) of the US** refers to a business that is at least 51% owned by one or more disabled US citizens, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia, and must be lawfully licensed within the relevant jurisdiction.

**Vendor Information Forms should be submitted to the Procurement Department,**

**For questions related to the verification of certifications, please email**

**ccwa\_slbe\_program@ccwa.us**



# VENDOR INFORMATION FORM

Effective 5/1/19

## PART 1

Vendor Name: Treeworks Services Inc.  
 Phone Number: 770-826-9189/770-826-9190 Fax #: \_\_\_\_\_  
 E-Mail Address: treeworksinc@bellsouth.net  
 Mailing Address: P.O. Box 3309  
McDonough GA 30253  
 Pay to Address: \_\_\_\_\_  
 Same as above

ACH is a way to move money between banks electronically. If you are interested in ACH payments, please complete all of the information below, and attach a copy of a voided check confirming your account information:

Bank Name: \_\_\_\_\_  
 Routing No.: \_\_\_\_\_ Account No.: \_\_\_\_\_  
 Account Name: Treeworks Services Inc.  
 Remittance to Email Address: treeworksinc@bellsouth.net

Vendors should send all invoices to: [CCWA Accounts Payable@ccwa.us](mailto:CCWAAccountsPayable@ccwa.us)

Entity Type:  Individual/Sole Proprietor  Employee Owned Company  Partnership  
 Privately Held Corporation/LLC  Publicly Owned Company  Attorney  
 Other ... \_\_\_\_\_

Social Security or Tax Identification Number (TIN): \_\_\_\_\_

Payment Terms:  NET 30 DAYS  Other: \_\_\_\_\_

**PRODUCTS / SERVICES PROVIDED:**  
 Provide NIGP Code(s)

988 07, 988 87, 988 88, 988 89, 988 02, 988 14

For help finding NIGP Codes, click here: [NIGP Code Listing](#)

**Required:** A signed W-9 form must be submitted with this form.

## PART 2

**(For information gathering purposes only. You are not required to complete PART 2).**

COMPANY'S OWNERSHIP CLASSIFICATION - See Cover Sheet for additional information.

**To participate in the Small Local Business Program, please complete the following section:**

SLBE Are you certified?  Yes  No Certifying Agency \_\_\_\_\_

County of Primary Business Located: \_\_\_\_\_

If you are certified as one of the following classifications, please check the appropriate box:

WBE  MBE \*  DCE

\* IF MBE, PLEASE  Hispanic American  African American  Pacific Islander

CHOOSE ONE ONLY:  Native American  Asian American


If "Publicly Owned Company" has been chosen, no other designation (Hispanic American, African American, Etc.) may be chosen. This option will serve as your company's classification.

**Vendor Information Forms should be submitted to [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us).**

If your company's ownership is certified as SLBE, WBE, MBE, or DCE with the State of Georgia (GDOT) Certification Program, Clayton County, DeKalb County or with the City of Atlanta, please submit a copy of your business certification (including your phone, fax, and email address) to: [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us)  
 Certification from any other entity is not needed at this time.

TREWORKS SERVICES INC - GEORGIA  
 BY RALD PHILLIPS - PRESIDENT *Ronald Phillips*

# **ADDENDUM NO. 1**

 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>Annual Contract for Tree Removal Services</b>	
	<b>ADDENDUM No. 1</b>	
	DATE	Monday, October 26, 2020
	BID NUMBER	2020-SW-18
	BID OPENING DATE	Tuesday, November 3, 2020 at 10:00 am
PRE-BID MEETING DATE	Tuesday, October 20, 2020 at 10:00 am	
<b>ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFB.</b>		

**QUESTIONS:**

**1. Can you provide a copy of the bid tabulation from the last bid please?**

Answer:

Please find the last bid tabulation on page 2 of this addendum.

**2. Is a Utility Contractor's License required for this contract?**

Answer:

A Utility Contractor's License is not required for this contract.

<b><i>Acknowledgment of receipt of this addendum must be signed and included in your bid response.</i></b>	
COMPANY NAME	TREEWORKS SERVICES INC
SIGNATURE	Gerald Phillips
DATE	10/27/2020

TREEWORKS SERVICES INC - GEORGIA  
 GERALD PHILLIPS - PRESIDENT  
 Gerald Phillips



**REQUEST FOR BID**  
**ANNUAL CONTRACT FOR TREE REMOVAL SERVICES**

**Bid Number 2020-SW-18**

**September 2020**

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

**Virtual Teams  
Bid Opening Meeting**                      **Tuesday, November 3, 2020 at 10:00 a.m. local time**

**Non-Mandatory  
Pre-Bid Virtual  
Teams Meeting**                              **Tuesday, October 20, 2020 at 10:00 a.m. local time**

**This bid has a SLBE BID DISCOUNT**

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**CONFORMED DOCUMENTS**

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Waiver and Release Upon Final Payment

W-9 Form

Vendor Form

**Addenda**      Addendum No. 1

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## **Division 1**

## **General Information**

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

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

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

The Clayton County Water Authority will open sealed bids from licensed contractors via a Virtual Teams Meeting on **Tuesday, November 3, 2020 at 10:00 a.m. (local time)** for the following project: Tree Removal Services. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Virtual Teams Meeting will be held on **Tuesday, October 20, 2020 at 10:00 a.m. (local time)**.

Please use the following call-in instructions to attend the Pre-Bid and Bid Opening meeting:

[Join Microsoft Teams Meeting](#)

[+1 912-483-5368](#)

**Conference ID: 400 568 314#**

CCWA encourages Small Local, Minority and Women-Owned businesses to participate and respond to this bid request.

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

*Clayton County Water Authority  
By: Robin Malone, Chairperson*

**END OF SECTION**

## **Division 1**

## **General Information**

### **Section 2: Project Overview**

#### **2.1 Intent and Purpose**

The Clayton County Water Authority (CCWA) intends to contract for the annual services of an experienced contractor to complete tree removal work for the period from **January 1, 2021 to December 31, 2021**.

The CCWA reserves the right to award a primary contractor, as well as back-up contractor(s) to ensure that our requests under this annual contract can be performed as needed.

The work to be performed under this contract will be determined and assigned by CCWA on an “as-needed”, “when-needed” basis and will be issued in the form of a Project Work Order. A Project Work Order may include a single work item or may include a number of work items.

CCWA does not guarantee any minimum or maximum work quantities under this contract, and reserves the right to bid any similar type work of this contract as a separate procurement at its sole discretion. CCWA anticipates that the annual value of work completed through this contract will be in the range of \$275,000 to \$300,000.

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

#### **2.2 Bid Evaluation**

A contract will be awarded to the lowest responsive responsible bidders whose bid conforms to the Request for Bids specifications and will be the most advantageous to the CCWA. An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

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

Prior to the time of Bid Opening, CCWA will provide to each bidder, a list of “quantities”, for “selected work items, that will be used for bid evaluation purposes. CCWA will multiply the unit cost for each “selected work item” by the “quantity” to establish and “extended” amount. The addition of all “extended” amounts will determine the “total bid amount”. To obtain a copy of this list, please refer to Division 1, Section 1.



## **Division 1**

## **General Information**

### **Section 2: Project Overview**

Note that not all “work items” as shown on the Bid Form - Pay Item Schedule will be used in the bid evaluation process. Work items on the Bid Form – Pay Item Schedule not used in the award evaluation process will be examined by the CCWA to ensure that the units prices are in line with comparable items contained in this bid and that any unit price that appears to be out of line may be used by the CCWA as a basis of denial/award of the particular bid, and/or the unit price may be negotiated by CCWA. This determination will be at the sole discretion of CCWA.

#### Small Local Business Enterprise (SLBE) bid discount:

This procurement has a SLBE bid discount for evaluation purposes only, which will be given to CCWA certified SLBE primes only. For more details, please refer to Division 2, Section 8 of this bid package.

### **2.3 Addendum**

Bidders may submit questions regarding this bid prior to the bid opening. To be considered, all questions must be received via email to **CCWA\_Procurement@ccwa.us** by **10:00 a.m. local time on Thursday, October 22, 2020**. Any and all responses to bidder’s questions will be issued in the form of an Addendum via email. All addenda issued shall become part of the Bid Documents.

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

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

These instructions are to be followed by every entity 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 vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

## **Division 2**

## **Bid Requirements**

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

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 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

## **Division 2**

## **Bid Requirements**

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

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. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
13. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
14. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
15. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for sixty (60) days after the date set for the opening thereof.
16. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

## **Division 2**

## **Bid Requirements**

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

17. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
18. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
19. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
20. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
21. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
22. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
23. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
24. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
25. 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.

## **Division 2**

## **Bid Requirements**

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

26. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
29. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
30. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
31. Bids received from two (2) or more vendors 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 vendor who does not have a documented negative vendor 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

## **Division 2**

## **Bid Requirements**

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

may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.

32. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
  - a. Ability of Bidder to perform in the time frame needed by the CCWA.
  - b. Reputation of the Bidder in its industry.
  - c. Reasonableness of the bid in relation to anticipated costs.
  - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
33. Bidders are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against the Authority for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.
34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified small local, minority and women-owned businesses. Bidders are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
35. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified small local, minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small

## **Division 2**

## **Bid Requirements**

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

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**

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

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

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

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

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

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

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

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

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

**Division 2**

**Bid Requirements**

**Section 2: Risk Management Requirements**

<b>CONTRACTS FOR UP TO \$50,000</b>	<b>CONTRACTS FOR MORE THAN \$50,000</b>
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**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.

The required items include but are not limited to:

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

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

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

- I. Copies of any and all license(s) required to perform the work.
- J. W-9 Form
- K. Vendor Form

**Division 2**

**Bid Requirements**

**Section 3: Bid Submittals**

L. Any other items as required in this RFB including, but not limited to, the items contained in the Instructions to Bidders.

M. Addenda (if any issued).

**A. LIST OF OWNED EQUIPMENT:**

- 2015 Morbark M15R chipper
- 2016 Bandit Woodchipper
- 2012 Morbark 12" Chipper
- 2017 Bobcat T595
- 2017 NiftyLift
- ~~2007 Bandit Performance woodchipper~~
- 2017 morbark woodchipper
- 2018 bobcat T595
- 2000 Ford F650
- ~~2003 Ford F250~~
- 2000 Ford F450
- ~~1999 Ford F450~~
- 2003 GMC C7500
- ~~2004 Sterling Acterra - Dump Truck~~
- 2017 Ford F750
- ~~2006 GMC 7500~~
- 2018 Ford F750
- ~~2018 Ford F750~~
- 2019 Ford F750 Bucket Truck
- 2020 Western Star 4700 SB- Grapple Truck
- 2013 Freightliner M2 106
- 2017 Bandit 2550SG

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

Tree cutting and removal methods: remove the debris; limbs, branches and/or whole tree off premise by using the grapple truck, bobcat and/or hand carry to the chipper truck for disposal.

Tree stump and/or removal: the crew will cut to ground level or hauled off to green waste facility ~~to be determined~~: Stumps that are grinded and left in place, at the direction of CCWA.

Tree trimming and removal: all trimming shall be removed from the site.

The crew will hand carry, use the bobcat or the grapple truck to pick up all the debris.  
~~Disposal location to be determined~~

Mechanical Bush-Hogging/Brush Clearing & Manual Brush Clearing will remain on site

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

Bid of Sesmas Tree Service, LLC.

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

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

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

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

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

**CONTRACT EXECUTION:**

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

Bidder accepts the terms and conditions of the Documents.

**INSURANCE:**

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

**Division 2**

**Bid Requirements**

**Section 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:

  
\_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 4: Bid Form – Pay Item Schedule**

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

No.	Work Item	Detail	Unit	Unit Cost
1	Mobilization	Emergency	EA	\$500.00
2	Tree Cutting and Removal	Removal of trees 4" to 8" DBH	EA	\$151.00
3	Tree Cutting and Removal	Removal of trees > 8" to 16" DBH	EA	\$345.00
4	Tree Cutting and Removal	Removal of trees > 16" to 24" DBH	EA	\$825.00
5	Tree Cutting and Removal	Removal of trees > 24" to 32" DBH	EA	\$1,520.00
6	Tree Cutting and Removal	Removal of trees > 32" DBH	EA	\$1,760.00
7	Tree Stump Grinding and Removal	Stump Grinding 4" to 8" DIA	EA	\$45.00
8	Tree Stump Grinding and Removal	Stump Grinding > 8" to 16" DIA	EA	\$50.00
9	Tree Stump Grinding and Removal	Stump Grinding > 16" to 24" DIA	EA	\$65.00
10	Tree Stump Grinding and Removal	Stump Grinding > 24" to 32" DIA	EA	\$90.00
11	Tree Stump Grinding and Removal	Stump Grinding > 32" DIA	EA	\$150.00
12	Tree Trimming and Removal	Tree Trimming up to 4" DIA	EA	\$40.00
13	Tree Trimming and Removal	Tree Trimming > 4" to 8" DIA	EA	\$65.00
14	Tree Trimming and Removal	Tree Trimming > 8" to 16" DIA	EA	\$95.00
15	Tree Trimming and Removal	Tree Trimming > 16" to 24" DIA	EA	\$170.00
16	Tree Trimming and Removal	Tree Trimming > 24" DIA	EA	\$250.00
17	Mechanical Bush Hogging/Brush Clearing	Areas Less than 5,000 SF	SF	\$0.15
18	Mechanical Bush Hogging/Brush Clearing	Areas between 5,001 SF to 20,000 SF	SF	\$0.12
19	Mechanical Bush Hogging/Brush Clearing	Areas between 20,001 SF to 40,000 SF	SF	\$0.08
20	Mechanical Bush Hogging/Brush Clearing	Areas greater than 40,001 SF	SF	\$0.28
21	Manual Brush Clearing and Removal	Areas Less than 5,000 SF	SF	\$0.33
22	Manual Brush Clearing and Removal	Areas between 5,001 SF to 20,000 SF	SF	\$0.33
23	Manual Brush Clearing and Removal	Areas between 20,001 SF to 40,000 SF	SF	\$0.40
24	Manual Brush Clearing and Removal	Areas greater than 40,001 SF	SF	\$0.45
25	Tree Inventory & Surveying	Consultation Services	HR	\$195.00
26	Hourly Labor	Superintendent	HR	\$150.00
27	Hourly Labor	Foreman	HR	\$130.00

**Division 2****Bid Requirements****Section 4: Bid Form – Pay Item Schedule**

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

No.	Work Item	Detail	Unit	Unit Cost
28	Hourly Labor	Operator	HR	\$100.00
29	Hourly Labor	Laborer/Climbers	HR	\$125.00
30	Hourly Labor	Dump Truck Driver	HR	\$65.00
31	Hourly Equipment	17,000 # Class Excavator	HR	\$90.00
32	Hourly Equipment	10,000 # Class Excavator	HR	\$70.00
33	Hourly Equipment	30,000 # Class Rubber Tired Loader	HR	\$110.00
34	Hourly Equipment	Rubber Tired Backhoe / Loader	HR	\$100.00
35	Hourly Equipment	18,000 # Class Track Dozier	HR	\$125.00
36	Hourly Equipment	Dump Truck (Tandem Rear Axle)	HR	\$80.00
37	Hourly Equipment	Utility Truck - Fully Equipped	HR	\$40.00
38	Hourly Equipment	Boom Truck - Min 55' Vertical Reach	HR	\$110.00
39	Hourly Equipment	Grapple Truck with Dump Body	HR	\$200.00
40	Hourly Equipment	Shredder/Chipper 6" Capacity	HR	\$40.00
41	Hourly Equipment	Shredder/Chipper 12" Capacity	HR	\$50.00
42	Hourly Equipment	Shredder/Chipper 18" Capacity	HR	\$80.00
43	Equipment Rental	N/A	EA	10%
44	Supplied Material	N/A	EA	10%
45	Specialty Services	N/A	EA	10%

Submitted by: Sesmas Tree Service, LLC.

COMPANY NAME OF BIDDER

Is the Bidder a CCWA certified SLBE?

Yes

No

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



**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

I have read and understand the requirements of this request for bid and agree to provide the required goods and services in accordance with this bid and all attachments, exhibit(s), and drawings.

**Submitted by:**

Sesmas Tree Service, LLC.

(COMPANY NAME OF BIDDER)

Connie Voong

By: (OFFICER NAME)

Connie Voong

(SIGNATURE)

Client Relations Manager

10/15/2020

(TITLE)

(DATE)

360 Sharon Industrial Way NW Suite C.

(COMPANY ADDRESS)

Suwanee, GA 30024

(CITY, STATE, ZIP CODE)

PHONE NUMBER:

770 655 9257

EMAIL ADDRESS:

connie@sesmastreeservice.com

WEBSITE:

www.sesmastreeservice.com

DATE:

10/15/2020

UTILITY CONTRACTOR'S  
LICENSE NUMBER:

Not applicable

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

COMPANY NAME OF BIDDER: Sesmas Tree Service

NUMBER OF YEARS IN BUSINESS 12 years

BUSINESS ADDRESS OF COMPANY: 360 Sharon Industrial Way NW

Suite C.

Suwanee, GA 30024

TELEPHONE NUMBER: 770-655-9397

POINT OF CONTACT NAME: Connie Voong

POINT OF CONTACT EMAIL ADDRESS: connie@sesmastreeservice.com

COMPANY TAX ID NUMBER: ██████████

COMPANY WEBSITE: www.sesmastreeservice.com

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

NAME OF PRINCIPAL OFFICERS: Noel Sesmas

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

**REFERENCES**

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

COMPANY/GOV'T ENTITY NAME: City of Norcross  
CONTACT NAME: Sonya Isaac  
ADDRESS: 65 Lawrenceville Street Norcross, GA 30071  
PHONE NUMBER: 678-421-2027

COMPANY/GOV'T ENTITY NAME: Henssler Property Management  
CONTACT NAME: Carl Mitcheson  
ADDRESS: 3535 Cherokee Street Kennesaw, GA 30144  
PHONE NUMBER: 404-326-0886

COMPANY/GOV'T ENTITY NAME: Cortland  
CONTACT NAME: David LaCroix  
ADDRESS: 3424 Peachtree Rd Atlanta, GA 30326  
PHONE NUMBER: 404-274-2293

COMPANY/GOV'T ENTITY NAME: Ed Castro Landscape, Inc.  
CONTACT NAME: Jim Davis  
ADDRESS: 1125 Old Ellis Road Roswell, GA 30076  
PHONE NUMBER: 770-833-8505

COMPANY/GOV'T ENTITY NAME: Ventron  
CONTACT NAME: Bryant Belvin  
ADDRESS: 2500 N Military Trail Suite 285 Boca Raton, FL 33431  
PHONE NUMBER: 470 345-3427

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit & Agreement**

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

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit \_\_\_\_\_ and is incorporated into this Agreement by reference herein.
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
1. \_\_\_\_\_ 500 or more employees;
  2. \_\_\_\_\_ 100 or more employees;
  3.  X  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: Sesmas Tree Service

Authorized Signature: 

Title: Client Relations Manager

Date: 10/15/2020

**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.

505764

EEV / Basic Pilot Program User Identification Number

**Please enter the four to seven numerical characters**

Connie Voong

BY: Authorized Officer or Agent

09/30/2020

Date

Office & Client Relations Manager

Title of Authorized Officer or Agent if Contractor

Connie Voong

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 13 DAY OF October, 2020

Tonya Bellamy  
Notary Public

7-31-21

My Commission Expires

TONYA BELLAMY  
NOTARY PUBLIC  
Barrow County  
State of Georgia  
My Comm Expires July 31, 2021

**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 N/A

(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 N/A

(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.

505764  
EEV / Basic Pilot Program\* User Identification Number  
**Please enter the four to seven numerical characters**

no subcontractor 10/15/2020

BY: Authorized Officer or Agent  
Subcontractor Name

Client Relations Manager

Title of Authorized Officer or Agent of Subcontractor

Connie Voong Connie Voong

Printed Name of Authorized Officer or Agent



Subscribed and Sworn before me on this the 16 day of OCTOBER, 2020.

[Signature]  
Notary Public

2/4/23  
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 sub-contractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Bidder to be considered responsive.

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

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

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

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

## **Division 2**

## **Bid Requirements**

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

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

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

#### **8.2 Overview of Bid Discount**

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

*Example: A \$100,000 bid with a 7.5% bid discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful bidder.*

Bid Discounts will be applied to CCWA certified SLBE prime bidders only. The use of certified SLBE sub-contractors will not establish eligibility to receive Bid Discounts. Depending on the bidder's location, Bid Discounts will range between 7.5% and 10%.

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 10 counties (Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding).
- (1) Discounts are given to Bidders who are SLBE prime bidders only.
  - (2) In the event of a tie bid between a discounted bidder and a non-discounted bidder, the discounted bidder (SLBE) will be recommended for the contract.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact Contracts, Compliance and Risk Management at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) for more information on CCWA's SLBE Program or visit our website at [www.ccwa.us](http://www.ccwa.us).

**END OF SECTION**



**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**STATE OF GEORGIA**

**COUNTY OF CLAYTON**

**AGREEMENT FOR ONGOING PROVISION OF SERVICES**

This Agreement made and entered into this 5<sup>th</sup> day of February, 2021, for **Annual Contract for Tree Removal Services**, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and **SESMAS TREE SERVICE, LLC.** (hereinafter "the Back-up Contractor"), witnesseth:

**WHEREAS**, the Authority is contracting with the Back-up Contractor for the provision of services described below for the term specified herein;

**NOW THEREFORE**, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Back-up Contractor shall provide **Tree Removal Services** on a project basis as requested by the Authority in accordance to specifications outlined in the Request for Bid documents dated September 2020, which are part of this agreement.
2. **COSTS:** The Authority shall pay, and the Back-up Contractor shall receive the prices as stipulated in the Bid Form hereto attached as full compensation relative to the scope of services per Bid dated October 15, 2020, and above described services. The Authority shall pay the Back-up Contractor net 30 days from receipt of an invoice and upon approval of Contractor's work. Payments will be sent via regular US Mail.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the **1<sup>st</sup> day of January 2021**. The Agreement shall remain in effect until **December 31, 2021**.
4. **RENEWAL PROVISIONS:** The contract may be extended for a second and/or third year by mutual written consent from both parties at the existing contract terms, conditions and bid prices.
5. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual project shall begin with a Purchase Order (a "PO"), a blank copy of which is attached to this Agreement and incorporated into the terms hereby agreed to. The Back-up Contractor agrees to the terms and conditions contained in the PO; however, in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.

## **Division 3**

## **Contract Forms**

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

6. **WARRANTY ON SERVICES RENDERED:** The Back-up Contractor warrants its workmanship to be free from defects as follows:
  - Shall be performed as stipulated in the bid documents.
  - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

The Back-up 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 Back-up Contractor shall repair the defect in a timely manner at no expense to the Authority.
7. **CONTRACTOR'S AFFIDAVITS:** The Back-up Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
8. **ASSIGNMENT AND SUBCONTRACTING:** The Back-up Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Back-up 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 Back-up Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
9. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Back-up Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Back-up Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Back-up Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

## **Division 3**

## **Contract Forms**

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

10. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Back-up Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Back-up 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 subcontractors used by the Back-up 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 Back-up Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Back-up Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Back-up Contractor and any subcontractor on account of accidents arising out of the operations of the Back-up 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 Back-up Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.
11. **RISK MANAGEMENT REQUIREMENTS:** The Back-up Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
  - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Back-up Contractor fails to perform this Agreement within the time

## **Division 3**

## **Contract Forms**

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

specified herein or any extension thereof; or (ii) if the Back-up 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 Back-up 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 Back-up Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Back-up 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 Back-up Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Back-up Contractor and the subcontractor, and without the fault of negligence of either of them, the Back-up 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 Back-up 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 Back-up Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights

## **Division 3**

## **Contract Forms**

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

and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Back-up 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 Back-up Contractor for the actual goods and labor reasonably used by the Back-up 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 Back-up Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
14. **DISPUTES:** Pending resolution of any dispute hereunder, the Back-up Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
15. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Back-up Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
16. **ATTORNEYS' FEES:** The Back-up 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 Back-up Contractor to the Authority.
17. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

IN WITNESS WHEREOF this 5<sup>th</sup> day of February,  
20 21, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**CONTRACTOR**

By: [Signature]  
Name: H. BERNARD FRANKS  
Title: General Manager

By: [Signature]  
Name: Noel Sesmas  
Title: CEO

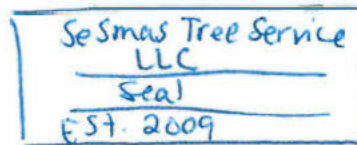
Attest: Amanda La Pierre  
Name: Amanda La Pierre  
Title: Executive Coordinator  
Date: February 5, 2021

Attest: [Signature]  
Name: Connie Voong  
Title: Corporate Secretary  
Date: 01/22/2021

[Corporate



[Corporate Seal]



## **Division 3**

## **Contract Forms**

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

#### **EXHIBIT A**

#### **RISK MANAGEMENT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

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

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

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

**LIMITS OF LIABILITY:**

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

*\*These are automatic minimums*

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

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

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

**END OF SECTION**



**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certificate**

STATE OF Georgia, COUNTY OF Gwinnett

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

Noel Sesmas and Connie Voong

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

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

Noel Sesmas or Connie Voong

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

ATTEST: By: Sesmas Tree Service  
Bidder

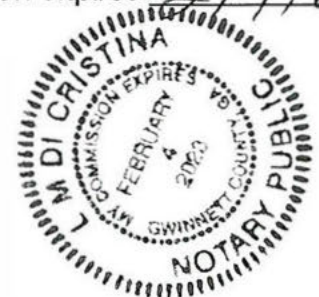
By: Noel Sesmas By: Connie Voong  
Name Name

Title: Owner Title: Client Relations Manager

Sworn to and subscribed before me this 16 day of Oct, 2020.

Notary Public: [Signature] My Commission expires: 2/4/23

**END OF SECTION**



## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

#### **1.1 General**

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

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

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

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

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

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

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

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

### **1.2 Work Assignment**

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

#### Project Set-Up for Non-Emergency Work

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

#### Project Set-Up for Emergency Work

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

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

#### **1.3 Work Items**

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

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

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

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

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

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

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

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

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

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

**Work Items 26 - 30. Hourly Labor:** Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated labor position to complete work as requested for a certain amount of time. Only the time the labor position is on the work site and working will be considered for payment. The

## **Division 4**

## **Specifications**

### **Section 1: Work Assignment and Detail**

hourly rate shall be the Contractor's total expense per hour for the indicated labor position. The Work Items will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Items 31 - 42. Hourly Equipment:** Work Items shall be utilized on a case-by-case basis. Defined as providing and utilizing the indicated piece of equipment to complete work as requested for a certain amount of time. Only the time the piece of equipment is in operation will be considered for payment. The hourly rate shall be the Contractor's total expense per hour for the indicated piece of equipment. The Work Items will be paid on a per "hour" unit cost in accordance with the Pay Item Schedule and applicable Detail as authorized/approved by CCWA.

**Work Item 43. Equipment Rental:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing equipment not included as part of other Work Items or listed in the Work Item "Hourly Equipment", to complete work. The Contractor may furnish equipment through a rental company or through the Contractor's company. Where the Contractor furnishes the equipment through the Contractor's company, industry standard rental rates for equivalent equipment shall apply. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 44. Supplied Material:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing material, not included as part of other Work Items, needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**Work Item 45. Specialty Services:** Work Item shall be utilized on a case-by-case basis. Defined as furnishing services through another firm, for work related to this Contract, that is not included on the Pay Item Schedule that is needed to complete the work. The Work Item will be paid at invoice cost plus a Contractor's 10% percent markup in accordance with the Pay Item Schedule as authorized/approved by CCWA.

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 2: General Requirements**

#### **2.1 General**

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

#### **2.2 Site Work**

- A. The Contractor shall be responsible for providing and maintaining a safe work site. Contractor shall utilize safety cones, barricades, caution lights, caution tape, safety fencing, etc. as necessary to protect the workers and the public at all times.
- B. The work may require access to private property. The CCWA shall be responsible for coordinating and providing access to the area(s) of work. The Contractor shall contain work within area designated by CCWA.



## **Division 4**

## **Specifications**

### **Section 2: General Requirements**

- C. The Contractor shall employ the “best practicable means” to minimize and mitigate noise as well as disturbance resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery, particularly in residential areas and in the near vicinity of hospitals and schools and especially at night.

**END OF SECTION**

# **ATTACHMENTS**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**WAIVER AND RELEASE UPON FINAL PAYMENT**

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

\_\_\_\_\_ [describe materials and/or labor];

for the construction of improvements known as:

\_\_\_\_\_ [title of the project or building];

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

See Attachment:  yes  no

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_(L.S.)  
(Signature of Deponent)

\_\_\_\_\_  
(Printed/Typed Name and Title)

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

\_\_\_\_\_  
(Company Name)

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

Notary Public \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

(NOTARY SEAL)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <span style="font-size: 1.2em; color: blue;">Sesmas Tree Service, LLC.</span>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single member LLC	<input checked="" type="checkbox"/> C Corporation
<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <span style="color: blue;">C</span>
<small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
<input type="checkbox"/> Other (see instructions) ▶	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <span style="font-size: 1.2em; color: blue;">360 Sharon Industrial Way Suite C.</span>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <span style="font-size: 1.2em; color: blue;">Suwanee, GA 30024</span>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
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<b>or</b>											
<b>Employer identification number</b>											
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <span style="font-size: 1.2em; color: blue;">10-15-2020</span>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099 INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# COVER SHEET

Effective:  
May 1, 2019

FOR

## VENDOR INFORMATION FORM

*The enclosed Vendor Information Form is used by the Clayton County Water Authority (CCWA) for adding vendors to its financial database system that are awarded procurement or service work. This form has two parts. **Part 1** is designed to obtain general company information. Completion of this part is required to successfully add the vendors to CCWA's financial database system. **Part 2** is intended for information gathering purposes only. While information requested on Part 2 is optional to the vendors, it will help the CCWA obtain business ownership classification description from its vendors.*

**Product(s) / Service(s) Provided:** Select a NIGP code from the drop-down menu. If the code is unknown, you can search it by clicking the link provided on the form. Go to page 5. At the same time, press CTRL-F. This will open a small FIND box on your screen. In the box, type the key word that best describes your goods or services and click NEXT until you find the best fit. **Write down the 5 digit code number and go to the drop-down menu of this Form to select the code.**

For the purposes of executing this document, the following definitions apply:

- **Small Local Business Enterprise (SLBE)** is one that is at least 51% owned by one or more of the applicant individuals identified and a citizen or lawfully admitted permanent resident of the United States. Independently owned and operated with average annual gross receipts for the previous three years not exceeding (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 & Services – less than 250 employees. 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.
- **A Woman Business Enterprise (WBE)** is one that is at least 51% owned by a Female, who also controls and operates the business, and is a permanent resident of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.
- **A Minority Business Enterprise (MBE)** is one that is at least 51% owned by one of the minority groups identified below, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.

**Minority Groups:**

- Hispanic American
  - African American
  - Native American
  - Asian American
  - Pacific Islander
- **A Disabled Citizen Enterprise (DCE) of the US** refers to a business that is at least 51% owned by one or more disabled US citizens, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia, and must be lawfully licensed within the relevant jurisdiction.

**Vendor Information Forms should be submitted to the Procurement Department,**

**For questions related to the verification of certifications, please email**

**[ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us)**



# VENDOR INFORMATION FORM

Effective 5/1/19

## PART 1

Vendor Name: Sesmas Tree Service, LLC.  
 Phone Number: 770-655-9257 Fax #: \_\_\_\_\_  
 E-Mail Address: connie@sesmastreeservice.com  
 Mailing Address: 360 Sharon Industrial Way Suite C. NW  
Suwanee, GA 30024  
 Pay to Address: \_\_\_\_\_  
 Same as above

ACH is a way to move money between banks electronically. If you are interested in ACH payments, please complete all of the information below, and attach a copy of a voided check confirming your account information:

Bank Name: \_\_\_\_\_  
 Routing No.: \_\_\_\_\_ Account No.: \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Remittance to Email Address: \_\_\_\_\_

Vendors should send all invoices to: [CCWA Accounts Payable@ccwa.us](mailto:CCWA_Accounts_Payable@ccwa.us)

Entity Type:  Individual/Sole Proprietor  Employee Owned Company  Partnership  
 Privately Held Corporation/LLC  Publicly Owned Company  Attorney  
 Other ... \_\_\_\_\_

Social Security or Tax Identification Number (TIN): XXXXXXXXXX

Payment Terms:  NET 30 DAYS  Other: \_\_\_\_\_

**PRODUCTS / SERVICES PROVIDED:**  
 Provide NIGP Code(s)

96888	98889
98887	
98888	

For help finding NIGP Codes, click here: [NIGP Code Listing](#)

**Required:** A signed W-9 form must be submitted with this form.

## PART 2

**(For information gathering purposes only. You are not required to complete PART 2).**

**COMPANY'S OWNERSHIP CLASSIFICATION - See Cover Sheet for additional information.**

**To participate in the Small Local Business Program, please complete the following section:**

SLBE Are you certified?  Yes  No Certifying Agency \_\_\_\_\_

County of Primary Business Located: \_\_\_\_\_

If you are certified as one of the following classifications, please check the appropriate box:

WBE  MBE \*  DCE

\* IF MBE, PLEASE  Hispanic American  African American  Pacific Islander


CHOOSE ONE ONLY:  Native American  Asian American

If "Publicly Owned Company" has been chosen, no other designation (Hispanic American, African American, Etc.) may be chosen. This option will serve as your company's classification.

**Vendor Information Forms should be submitted to [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us).**

If your company's ownership is certified as SLBE, WBE, MBE, or DCE with the State of Georgia (GDOT) Certification Program, Clayton County, DeKalb County or with the City of Atlanta, please submit a copy of your business certification (including your phone, fax, and email address) to: [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) Certification from any other entity is not needed at this time.

# **ADDENDUM NO. 1**

 <p>CLAYTON COUNTY <b>Water</b> AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	<b>Annual Contract for Tree Removal Services</b>	
	<b>ADDENDUM No. 1</b>	
	DATE	Monday, October 26, 2020
	BID NUMBER	2020-SW-18
	BID OPENING DATE	Tuesday, November 3, 2020 at 10:00 am
PRE-BID MEETING DATE	Tuesday, October 20, 2020 at 10:00 am	
<b>ADDENDUM MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFB.</b>		

**QUESTIONS:**

- 1. Can you provide a copy of the bid tabulation from the last bid please?**

Answer:

Please find the last bid tabulation on page 2 of this addendum.

- 2. Is a Utility Contractor's License required for this contract?**

Answer:

A Utility Contractor's License is not required for this contract.

<b><i>Acknowledgment of receipt of this addendum must be signed and included in your bid response.</i></b>	
COMPANY NAME	Sesmas Tree Service, LLC.
SIGNATURE	
DATE	10/27/2020



Providing Quality Water and Quality Services to Our Community

October 14, 2021

Marilyn Phillips  
TreeWorks Services Inc.  
533 north Bethany Rd.  
Mcdonough, GA 30252

Re: Annual Contract for Tree Removal Services: Year-2 Contract Renewal

Dear:

Clayton County Water Authority appreciates the opportunity to have done business with TreeWorks Services Inc. over the last year. Therefore, at this time Clayton County Water Authority is requesting a year 2 renewal on the above contract for the period from January 1, 2022, through December 31, 2023, with no changes in terms, conditions, or original bid prices.

Please acknowledge your acceptance of this extension by signing as indicated below and returning an original copy of this agreement along with an updated Certificate of Insurance to our office at 1600 Battle Creek Road, Morrow, Georgia, 30260, Attn: Hilda Flores

Also, pursuant to new Immigration Enforcement laws (O.C.G.A. 13 10 91), updated Contractor and Sub Contractor Affidavits need to be completed and notarized. These forms have been enclosed with this letter for your completion. Please return them to us accordingly. If no Sub Contractor being used, please fill out the Sub Contractor affidavit with N/A.

Sincerely,

  
\_\_\_\_\_  
H. BERNARD BANKS  
General Manager

ACCEPTED as stated here within:  
TreeWorks Services Inc.

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date



CLAYTON COUNTY WATER AUTHORITY

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.

1195  
EEV/Basic Pilot Program\* User Identification Number

TREEMWORK SERVICES INC  
Company Name of Contractor

[Signature]  
BY: Authorized Officer or Agent  
(Insert Contractor Name)

11-02-2021  
Date

CFO  
Title of Authorized Officer or Agent of Contractor

MARLYN PHILLIPS  
Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 2 DAY OF November 2021

[Signature]  
Notary Public

10/13/2025  
My Commission Expires

CLAYTON COUNTY WATER AUTHORITY

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

\_\_\_\_\_  
Company Name of Subcontractor

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

11-02-2021

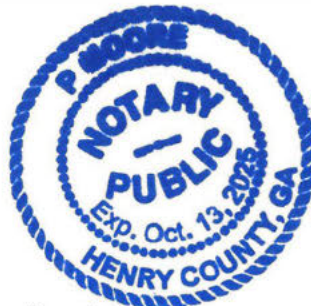
\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE 2 DAY OF November, 2021

\_\_\_\_\_  
Notary Public



10/13/2025

My Commission Expires