



REQUEST FOR BIDS

CCWA HEADQUARTERS RESTROOM RENOVATIONS

Bid Number 2023-GS-08

FEBRUARY 2023

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

Virtual Teams

Bid Opening Meeting: Tuesday, April 4, 2023 at 2:00 p.m. local time

Non-Mandatory

Pre-Bid Virtual Meeting: Monday, March 20, 2023 at 2:00 p.m. local time

Mandatory Site Visit:

**Monday, March 20, 2023 at 3:00 p.m. local time
1600 Battle Creek Road, Morrow, GA 30260**

This solicitation has a SLBE BID DISCOUNT

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Attachments

- A. Waiver And Release of Lien and Payment Bond Rights Upon Interim Payment
- B. Waiver And Release of Lien and Payment Bond Rights Upon Final Payment
- C. W-9 Form
- D. Vendor Information Form
- E. Bid Package Label

Drawings To access the Drawings, please click [HERE](#).

Addenda (None issued at this time)

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **CCWA Headquarters Restroom Renovations**

The Clayton County Water Authority will open sealed bids from qualified contractors via a Virtual Teams Meeting on **Tuesday, April 4, 2023, at 2:00 p.m. (local time)** for **CCWA Headquarters Restroom Renovations**. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid virtual Teams Meeting will be held on **Monday, March 20, 2023, at 2:00 p.m. (local time)**.

A Mandatory Site Visit will be held on **Monday, March 20, 2023, at 3:00 p.m. (local time)** at the CCWA Headquarters offices located at 1600 Battle Creek Road, Morrow, GA 30260.

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

Join Microsoft Teams Meeting

Or Dial: +1 912-483-5368

Conference ID: 741 515 607#

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

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

By: Dr. Cephus Jackson, Chairman
Clayton County Water Authority

END OF SECTION

Division 1

General Information

Section 2: General Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract with an experienced licensed contractor to perform restroom renovations on CCWA's headquarters main building, located at 1600 Battle Creek Rd. Morrow, GA 30260. Specifications herein described as part of this RFB.

2.2 Bid Evaluation

A contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the Request for Bid 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.

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 ask questions regarding this contract prior to the bid opening. To be considered, all questions must be received in writing via email to **CCWA_Procurement@ccwa.us** by **2:00 p.m. (local time) on Friday, March 24, 2023**. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

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

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Bid Requirements

Section 1: Instructions to Bidders

on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

5. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.
6. Bids must be made on the enclosed bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the bid Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any bid Forms must be signed in ink by the person or persons authorized to sign the bid Form. The person signing the bid Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the bid Form. If a bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the bid must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the bid Form.
8. All bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the bid shall submit it in a sealed envelope on or before the date and time specified in the bid package. The envelope shall be marked "**Sealed Bid**" and carry the bid title, Contractor's License Number and date and time of opening as set forth in the bid package. The envelope shall also bear the name of the party making the bid and the party's address. Address bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a bid

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Section 1: Instructions to Bidders

is not submitted, the bid form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.

9. If published price books are a part of your bid, one price book must be included with your bid Form, and the successful Bidder is required to furnish additional current price books after award of the bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the bid may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such Bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected

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Section 1: Instructions to Bidders

document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.

16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.
18. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Bidder.
20. Bidders are hereby notified and agree by submission of a bid Form that if additional items not listed in the bid Form become necessary and require unit prices not established by the bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the bid Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment

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Bid Requirements

Section 1: Instructions to Bidders

- quantities, such intent and such quantities should be specified on the bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
 24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Bidder.
 25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
 26. The Contract between the CCWA and the Bidder shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
 27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
 28. Any Contract and Contract Bonds shall be executed in duplicate.
 29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
 30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or

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Section 1: Instructions to Bidders

specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.

31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. 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 CCWA'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 Request Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.
33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
 - a. Ability of bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.

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Section 1: Instructions to Bidders

- e. Preference for local vendors where there is no significant variance in price or service.
34. Bidders are notified that CCWA 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. CCWA 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) CCWA'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 CCWA 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 CCWA in defending against any such claim.
35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

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Section 1: Instructions to Bidders

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management

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

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

END OF SECTION

Division 2

Bid Requirements

Section 3: Required Bid Submittals

3.1 Required Submittals:

The following items are required to be included as part of the bid submittal. Failure to provide any of these items may result in the bid being deemed non-responsive. For your convenience, a check box is provided next to the required items, which include but are not limited to:

- A. Bid Form – *Bidders must submit their completed and signed Bid Form.*
- B. Bidder Qualification Information Form, including References.
- C. Georgia Bid Bond in the amount of 5% of the total bid amount.
- D. Georgia Security and Immigration Compliance Act of 2006 form.
- E. Contractor Affidavit and Agreement form.
- F. Subcontractor Affidavit form.

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

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

- G. CCWA SLBE Certificate and/or required SLBE Forms (as applicable). *An indication of "N/A" for "not applicable" must be noted as appropriate.*
- H. Non-Collusion Certificate.
- I. Certification of Absence of Conflict of Interest.
- J. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
- K. Vendor Information Form. *Company name must match the W-9 Form.*
- L. Copies of all licenses required to perform the work (if applicable).

Division 2

Bid Requirements

Section 3: Required Bid Submittals

- M. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Bidders, Bid Form and Specifications sections.
- N. All addenda issued.

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____

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

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all work for **CCWA Headquarters Restroom Renovations** 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 AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with CCWA 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 coverage.

Division 2

Bid Requirements

Section 4: Bid Form

CONTRACT TIME:

Bidder hereby agrees to commence work within fifteen (15) calendar days under this contract or on a date to be specified in the Notice to Proceed. Completion of this project is expected by Friday, November 10, 2023. The Bidder and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Bidder agree that as liquidated damages for delay (but not as a penalty), the Bidder shall pay to CCWA, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that any work as described in the contract documents remains incomplete and/or not accepted by CCWA.

PAYMENT TERMS:

Payment terms are net 30 days after approval of completed work and receipt of a detailed payment application.

RETAINAGE:

Bidder accepts the provisions in the Agreement Form as to retainage.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

SURETY:

The project work will require Performance and Payment Bonds prior to the commencement of the work. Such work shall not commence until approval of such bonds has been given by CCWA.

Division 2

Bid Requirements

Section 4: Bid Form

BID:

The undersigned proposes to complete, in all respects, sound and conformable with this contract document the work for the amount as shown on the Bid Form.

Bid evaluation will be on the Lump Sum Total Bid Amount for the Base Bid.

The Contractor proposes to furnish all services, labor and materials required by them in accord with the Specifications for the **CCWA Headquarters Restroom Renovations** as part of this Request for Bids, for the Lump Sum of:

_____ dollars

(\$ _____), which sum is hereinafter called the "Base Bid." It is understood that such Base Bid includes all Allowance items as specified in the Contract Documents.

The Contractor proposes the following for additions or reductions to the Work wherein Unit Prices are applicable as determined by CCWA. Unit Prices include charges for fee, layout, supervision (field and home office), general expense, taxes, insurance, overhead and profit.

ADDITIONAL		

Submitted by: _____
COMPANY NAME OF BIDDER

Is the Bidder a CCWA certified SLBE? YES NO

If YES, what county: _____

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 the RFB documents.

Submitted by:

(COMPANY NAME OF BIDDER)

By: (OFFICER NAME)

(SIGNATURE)

(TITLE)

(DATE)

(COMPANY ADDRESS)

(CITY, STATE, ZIP CODE)

PHONE NUMBER:

EMAIL ADDRESS:

WEBSITE:

DATE:

END OF SECTION

Division 2 **Bid Requirements**

Section 5: Georgia Bid Bond

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

herein after called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Georgia as SURETY, are held and firmly bound unto Clayton County Water Authority, as OWNER, hereinafter called the OBLIGEE, in the amount of five percent (5%) of the Total Bid Amount for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid for the **CCWA Headquarters Restroom Renovations** project, and said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the documents, entitled: **CCWA Headquarters Restroom Renovations.**

Division 2

Bid Requirements

Section 5: Georgia Bid Bond

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Total Bid Amount be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes a Performance Bond and Payment Bond in an amount equal to one hundred percent (100%) of the contract amount, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the SURETY herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____ 20_____.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS: _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL
ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

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

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

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

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

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

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

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

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

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

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

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

Contractor _____
Authorized Signature: _____
Name: _____
Title: _____
Date: _____

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program* User Identification Number
Enter the four to seven-digit number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

EEV / Basic Pilot Program* User Identification Number
Enter the four to seven-digit number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

END OF SECTION

Division 2 **Bid Requirements**

Section 8: Small Local Business Enterprises (SLBE) –Information

8.1 Program Overview

Clayton County Water Authority (CCWA) implemented a Small Local Business Enterprise (SLBE) Program to promote full and open competition in all government procurement and purchasing.

The SLBE program provides an additional race-and gender-neutral tool for the Authority to use in its efforts to ensure that all segment of its local business community have a reasonable and significant opportunity to participate in Authority Solicitations.

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

SLBE in CCWA refers to a locally-based small business which meets the following criteria:

- 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; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) Goods and 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.
- Note: Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; <https://www.ccwa.us>. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the Certification Process by the bid submission deadline.

To encourage participation in contracting regardless of company size, the Authority provides bidders with Bid Incentives to ensure that small businesses maintain a competitive advantage in the Authority's bidding process. The Authority's three Bid

Division 2 **Bid Requirements**

Section 8: Small Local Business Enterprises (SLBE) –Information

Incentives; Bid Discounts, Preference Points, and SLBE Goal Incentives utilization are determined on a solicitation by solicitation basis.

8.2 SLBE Incentive Type

The purpose of this section is to communicate the use of an SLBE Incentive (Bid Discount, Preference Points, SLBE Goal) in the solicitation and provide instructions or requirements of the intended SLBE Incentive.

This solicitation offers the following SLBE Incentive:

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. 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. 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.

The calculation of SLBE tiered bid discounts shall be as follows:

- 10% for SLBE's in Clayton County.
- 7.5% for SLBE's within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding.

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.

Preference Points

RFP Preference Points are point incentives that are awarded on a basis that includes factors other than the lowest price and wherein responses that are submitted by CCWA SLBE Certified Firms are awarded additional points in the evaluation process in the scoring and ranking of proposals. The awarded points are disbursed for CCWA SLBE Certified Firms proposing as a Prime Contractor and located in Clayton County or the ten (10) counties outlined in Section 8.1. RFP Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible, responsive proposer.

Division 2 Bid Requirements

Section 8: Small Local Business Enterprises (SLBE) –Information

The calculation of tiered RFP Preference Points in this solicitation for CCWA SLBE Certified Firms will be based on the following criteria:

- 10 Points for CCWA SLBE Firms in Clayton County.
- 7.5 Points for CCWA SLBE Firms within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding.

Example:

General proposal requirements	(POSSIBLE TOTAL 50 POINTS)
Technical requirements	(POSSIBLE TOTAL 50 POINTS)
SBLE Preference Points	(POSSIBLE TOTAL 10 POINTS)

SLBE Proposal

General Requirements	40
Technical Requirements	30
SLBE Preference Points –Clayton	10

TOTAL POINTS 80

NON-SLBE Proposal

General Requirements	40
Technical Requirements	30
No SLBE Preference	0

TOTAL POINTS 70

Utilization Goals

Utilization Goals are set to encourage Prime Contractors to utilize CCWA SLBE Firms as subcontractors.

The Utilization Goal set for a project is determined by the CCWA Project Manager and Purchasing Department. The Project Manager considers the commercially useful functions a Prime Contractor can outsource within the Scope of Work to CCWA SLBE Firms as Subcontractors.

The Prime Contractor shall employ and document the Good Faith Efforts for all subcontracts, even if the Prime Contractor has achieved the fair share objectives of the SLBE Goal Percentage. Good Faith Efforts fair share objectives are also set on a procurement-by-procurement basis. Prime Contractors are required to contact a minimum number of CCWA SLBE Firms as set by the Small Business Procurement Coordinator.

Efforts must be documented in Section 8.4 SLBE Appendix B. Bid Package Compliance Documents - Forms 1-4.

- The **SLBE Subcontractor Utilization Goal** for this procurement is **XX%**.
- **Good Faith Effort** - demonstration of a minimum of **X** CCWA Certified SLBE Firms contacted to achieve the SLBE Subcontractor Utilization Goal.

Division 2 Bid Requirements

Section 8: Small Local Business Enterprises (SLBE) –Information

- **CCWA SLBE Goal Incentive Forms** submission as listed in Section 8.4 SLBE Appendix B. (Forms must be completed for Bidder to be considered responsive.)

The awarded bidder must comply with SLBE Monthly Participation Report Requirement as discussed in Section 8.4 SLBE Appendix B. Post-Award Award Compliance Documents.

No substitution/replacement for any SLBE Subcontractor, vendor, or previously selected Subcontractor/vendor by the Prime shall be made without written notification to CCWA and the approval by CCWA. A Prime cannot arbitrarily terminate a SLBE Subcontractor and self-perform the work without requesting a waiver and written approval from CCWA in advance.

SLBE Subcontractors can be replaced if they are unable or unwilling to perform the contracted work, or for other appropriate reasons, which are documented in writing. If it appears that the SLBE subcontracting requirement cannot be achieved, the Prime Contractor shall immediately notify CCWA in writing accompanied by the appropriate documentation. Good Faith Effort used to try to meet at least a portion of the requirement should be documented and submitted to CCWA for evaluation. All Prime Contractors seeking substitutions must use “Form SLBE-6: Request for SLBE Subcontractor Removal/Substitution Form” in Section 8.4 SLBE Appendix B. Post-Award Award Compliance Documents.

8.3 SLBE Conclusion

A Contractor does not have to be a CCWA SLBE Certified Firm to participate in a solicitation where Bid Discount or Preference Points Incentives are offered.

In a solicitation where an SLBE Utilization Goal Incentive is offered, Prime Contractors must demonstrate “good faith efforts” as outlined in the SLBE Goal Incentive Section 8.2 towards achieving the SLBE Subcontractor Utilization Goal.

By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Please contact the Small Business Procurement Coordinator at ccwa_slbe_program@ccwa.us for a list of CCWA Certified SLBE Firms or information on becoming certified.

8.4 SLBE Appendix

A. Forms Required for Preference Point or Bid Discount Incentive Solicitations ONLY.

Division 2 **Bid Requirements**

Section 8: Small Local Business Enterprises (SLBE) –Information

For CCWA SLBE Certified Firms claiming a bid discount or preference points, a copy of their valid CCWA SLBE Certification Letter must be provided with their Bid Response.

B. Forms Required for SLBE Goal Incentive Solicitation ONLY.

Bid Package Compliance Documents (To be submitted with Solicitation):

SLBE-1 – Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm’s size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.

SLBE-2 – Sub-Contractor Contact Form: A list of all firms contacted to participate as SLBE sub-contractors/suppliers on a contract.

SLBE-3 – SLBE Sub-Contractor/Supplier Utilization Form: A list of all firms procured as SLBE sub-contractors/suppliers to be utilized on a contract.

SLBE-4 – Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of SLBEs as sub-contractors/suppliers on a contract where a goal is required.

Post Award Compliance Documents (To be submitted by awarded Contractor):

SLBE-5 – Post Award – Monthly SLBE Participation Report – Contract Goal: Report detailing percentage of SLBE participation (work performed) and payments to SLBEs on a contract.

SLBE-6 Request for Subcontractor Removal/Substitution Form: Required to fill out and obtain approval if a SLBE subcontractor is being substituted following award.

Division 2 **Bid Requirements**

Section 8: Small Local Business Enterprises (SLBE) –Information

FORM SLBE-1
COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the Clayton County Water Authority (CCWA) to promote full and equal business opportunity for all persons doing business with CCWA. The undersigned covenants that we have not discriminated on the basis of a firm’s revenue or employee count with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SLBE-2, SLBE-3 and SLBE-4. Set forth below is the signature of an officer of the proposing entity with CCWA to bind the entity.

I, _____, _____ (Name, Title), on behalf of
_____ (Company),

by my signature below, do hereby promise:

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

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

My Commission Expires

[Seal]

FORM SLBE-2
SUB-CONTRACTOR CONTACT FORM

Instructions: List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project. (Complete entire form.)

Name of Sub-Contractor	Contact Name, Address and Phone Number	CCWA SLBE Certification Verified	Type of Work Solicited for	Business Ownership <small>(Enter SLBE or Non SLBE)</small>	Results of Contact
i.e. Company ABC	123 Main Street Morrow, GA 30260 770-123-4698	Yes	Hauling	SLBE	Will perform as sub; Proposal submitted; Will not bid; etc.

FORM SLBE-2
SUB-CONTRACTOR CONTACT FORM (continued)

Name of Sub-Contractor	Contact Name, Address and Phone Number	CCWA SLBE Certification Verified (Y/N)	Type of Work Solicited for	Business Ownership <i>(Enter SLBE or Non SLBE)</i>	Results of Contact

 Authorized Signature

 Date

 Bidder's Company Name

 Representative's Name and Title

FORM SLBE-3
INTENDED SUB-CONTRACTOR UTILIZATION FORM

Instructions: List all subcontractors (SLBE, Non-SLBE), of all tiers to be used on this project. (Complete entire form).

Name of Sub-Contractor/ Supplier	CCWA SLBE Certification No.	CCWA SLBE Expiration Date	NAIC or NIGP Code	Type of Work to be Performed	Estimate Dollar (\$) Value of Work	Percentage of Total Bid Amount
Company ABC	SLBE-3465-12	1/15/2017	96239	Hauling	\$4200	8.4%

Total SLBE Usage (%): _____

 Authorized Signature

 Date

 Bidder's Company Name

 Representative's Name and Title

FORM SLBE-4
CERTIFICATION OF GOOD FAITH EFFORTS & CHECKLIST

Instructions: Prime Contractors must employ and document the Good Faith Efforts for all solicitations, even if the Prime Contractor has achieved the fair share objectives of the SLBE Goal Utilization Percentage. The Statement of Good Efforts Checklist shall be utilized to achieve such objectives. On the checklist indicate the actions taken in achieving the Good Faith Effort set for this bid: **Note:** For any questions answered no, Bidders shall submit a narrative explanation of reason for not completing the checklist item.

YES	NO	CHECKLIST ACTIONS
<input type="checkbox"/>	<input type="checkbox"/>	Attendance at a pre-bid meeting to inform SLBEs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of SLBEs in general circulation media, trade association publications, and minority-focus media, to provide notice of subcontracting opportunities.
<input type="checkbox"/>	<input type="checkbox"/>	Advertisement in general circulation media at least seven (7) days prior to Bid or proposal opening any and all Sub-contractor opportunities.
<input type="checkbox"/>	<input type="checkbox"/>	Provided interested SLBEs with timely, adequate information about the plans specifications, and other relevant requirements to facilitate their quotation and conducted follow up to initial solicitations.
<input type="checkbox"/>	<input type="checkbox"/>	Provided written notice to SLBEs that their interest in subcontracting opportunities or furnishing supplies is solicited.
<input type="checkbox"/>	<input type="checkbox"/>	Efforts were made to divide the work for SLBE subcontracting in areas likely to be successful and identify portions of work available to SLBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Bidder/Proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
<input type="checkbox"/>	<input type="checkbox"/>	Efforts were made to assist potential SLBE sub-contractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an SLBE could not readily and economically obtain them in the marketplace.
<input type="checkbox"/>	<input type="checkbox"/>	Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of SLBEs.
<input type="checkbox"/>	<input type="checkbox"/>	Communication with the CCWA Small Business Procurement Coordinator seeking assistance in identifying available SLBEs by emailing ccwa_slbe_program@ccwa.us .
<input type="checkbox"/>	<input type="checkbox"/>	Exploration of joint venture opportunities with SLBEs.

Indicate actions achieved:

- I hereby attest that I have exercised good faith efforts to meet the Small Local Business Enterprise goals for this bid by contacting the minimum required number of active CCWA Certified SLBE Firms to perform a commercially useful function within the Scope of Work and logging those efforts on SLBE Form 2.
- As a result of those good faith efforts, I have been able to meet the SLBE SubContractor Utilization Goal as noted on SLBE Form 3 and supporting outreach efforts documentation.
- Despite such good faith efforts, I have not been able to meet the SLBE SubContractor Utilization Goal and have attached copies of solicitation notices sent via email, fax or mail, and the amount of time given for response and follow up efforts along with SLBE Form 2.

 Authorized Signature

 Date

 Bidder's Company Name

 Representative's Name and Title

**FORM SLBE-5
POST AWARD – MONTHLY SLBE PARTICIPATION REPORT**

Instructions: The Prime Contractor must complete the Monthly SLBE Participation Report and submit the form with each pay application to the CCWA Project Manager managing the contract. Failure to submit this form will result in payment application being deemed incomplete.

PROJECT NO. (S): _____

REPORT NO. _____

CONTRACTOR: _____

SUBMISSION DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>>>>>>>>>> FINAL PAYMENT

SLBE GOAL % _____

SLBE GOAL AMOUNT \$: _____

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

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

SIGNED _____
 PRIME CONTRACTOR

REMARKS _____

TOTAL SLBE EARNINGS TO-DATE: _____

CONTRACT PERCENT COMPLETED: _____

FOR DEPARTMENT USE ONLY:	
THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:	
SIGNED _____	TITLE _____
THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:	
SIGNED _____	TITLE _____

FORM SLBE-6
Request for Subcontractor Removal/Substitution

Instructions: Prior to submitting this form to the SLBE Program Coordinator and contract Project Manager, you must notify the SLBE in writing of your intent and allow the SLBE five (5) days to respond.

Request Date:		Contract/Project #	
Contract Value:	SLBE Contract Amount:	Amount Paid to SLBE:	
Prime Contractor Name:			
Prime Contractor Address:			
Prime Contact Name & Email:		Prime Contact Phone:	
Name of SLBE Firm:		SLBE Contact Name:	
SLBE Firm Address:		SLBE Contact Phone:	

Was SLBE firm given five (5) days written notice of intent? Yes or No If yes, please attach written notice.

Will the SLBE goal for the project still be met? Yes or No If no, please attach reason.

Reason(s) for removal/substitution. **Check all that apply**

- The listed SLBE** is no longer in business.
- The listed SLBE** requested removal.
- The listed SLBE** failed or refused to perform under the terms of the contract or failed to furnish the listed materials.
- The work performed by **the listed SLBE** was unsatisfactory and was not in accordance with the scheduled specifications.

Name/Address of Substitution Contractor:	Is the substituted contractor an SLBE? <input type="checkbox"/> Yes or <input type="checkbox"/> No
Fully describe the type of work the substitute subcontractor will perform:	

Prime Authorized Signature:	Date:
Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Reason for rejection:	
Purchasing Manager Signature:	Date:

SUBMIT TO:
CLAYTON COUNTY WATER AUTHORITY
ATTN: PURCHASING DEPARTMENT-SLBE PROGRAM
ccwa_slbe_program@ccwa.us

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STATE OF GEORGIA
COUNTY OF CLAYTON

AGREEMENT FOR SINGLE PURCHASE OF GOODS AND SERVICES

This Agreement made and entered into this ____ day of _____, 20____, between the **CLAYTON COUNTY WATER AUTHORITY**, a body corporate and politic, a public corporation, and a political subdivision of the State of Georgia duly created and existing under the laws of the State of Georgia (hereinafter "the Authority"), and _____ (hereinafter "the Contractor"), from time to time collectively referred to herein as "Parties", witnesseth:

WHEREAS the Authority is contracting with the Contractor for the provision of certain goods and services as provided for under the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES.** The Authority agrees to obtain from the Contractor the goods and services described generally in **Exhibit A** attached hereto and, if applicable, as may be further described on any and all purchase orders issued by the Authority pursuant to Paragraph 5 of this Agreement (individually, a "PO" and collectively, the "POs") ("Goods and Services"). If any goods and services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such goods and services at the direction and approval of the Authority. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

Goods and Services must be provided at the times specified as outlined in the Request for Bid package.

2. **COMPENSATION.** The Authority shall pay to the Contractor the prices stipulated in the Bid dated _____, hereto attached as **Exhibit B** ("Cost"), as full compensation for Goods and Services. The total amount of payments by the Authority under this Agreement shall not exceed the amount identified on the Bid Form. The Contractor shall be paid for items of work as noted:

Lump Sum Work

Payment for Lump Sum work shall cover all work specified or shown in the Contract Documents and shall be compensation in full for furnishing all supervision, labor, equipment and materials to complete the work.

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Once the work commences the Authority shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15th day of the month. Each Application for Payment must be submitted to Authority on or before the 20th day of each month in such form and manner, and with such supporting data and content as the Authority may require. Per Georgia Code Section 13-10-2, Authority will withhold a 10% retainage on each and every Application for Payment until such time as the value of the contract (including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to the Authority. If after reaching the 50% completion of the value of the contract, the Authority's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level of 10%. The Contractor may submit a request for release of retainage 30 days after the completion and final acceptance of the Project, and upon receipt of all necessary documentation including, but not limited to, a final affidavit and release of surety.

The Authority shall pay the Contractor net 30 days upon receipt of an invoice and upon acceptance of Goods and Services in accordance with this Agreement. Payments from the Authority will be delivered to the Contractor electronically or via first-class mail.

3. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within fifteen (15) calendar days under this contract, or on a date to be specified in the Notice to Proceed. Completion of this project is expected by Friday, November 10, 2023. The Bidder and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Bidder agree that as liquidated damages for delay (but not as a penalty), the Bidder shall pay to CCWA, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that any work as described in the contract documents remains incomplete and/or not accepted by CCWA.
4. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants that the Contractor's services and workmanship provided under this Agreement shall be (i) free from defects for a period of two (2) years from the date of final acceptance of the good or service; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and

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policies. Upon receipt of written notice of a defect by the Authority, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

7. WARRANTY ON GOODS PROVIDED

- (a) The Contractor warrants the Contractor's goods provided under this Agreement for a period of two (2) years from the date of final acceptance of the good. Furthermore, the Contractor warrants and represents that:
1. goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by the Authority, and will be fit and sufficient for the purpose intended;
 2. all goods are merchantable, of good material and workmanship, and free from defect;
 3. the goods shall be delivered free of the rightful claim of any person arising from patent or trademark infringement; and
 4. the Contractor has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods.
- (b) The warranties provided for under subparagraph (a) of this Paragraph, together with the Contractor's service warranties and guarantees, if any shall survive inspection, test, acceptance of, and payment for the goods, shall run to the Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defect or nonconformity shall be given by the Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided, however, that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user; and provided, further, that the rights and remedies of the Authority concerning latent defects shall exist indefinitely. The Authority may, at its option, and in addition to other remedies available at law: (i) return defective or nonconforming goods for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and the delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and Paragraph 8 of this Agreement, entitled "Inspection", on the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or

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replacing any defective or nonconforming goods, the Contractor shall also reimburse the Authority for all costs and expenses incurred by the Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects, and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

8. **INSPECTION**. The Authority shall have the right to inspect the goods supplied for Goods and Services, or otherwise hereunder, at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination, or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination, or test, whether under this Agreement or another contract for the same or similar goods, shall relieve the Contractor of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications, and any other requirements or documents made a part of this Agreement. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods, or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including, without limitation, the provisions under Paragraphs 6 and 7 of this Agreement relating to warranties. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including, without limitation, installation and removal, will be charged to the Contractor and such charges shall also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain an inspection system acceptable to the Authority covering the goods furnished for Goods and Services.

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9. **CONTRACTOR'S AFFIDAVITS.** The Contractor shall issue a "Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment" and a "Waiver and Release of Lien and Payment Bond Rights upon Final Payment" provided by the Authority before receiving any interim or final payment for any Goods and Services.
10. **RELATIONSHIP OF THE PARTIES.**
- (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the Authority and the Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and the Contractor. It is expressly agreed that the Contractor is acting as an independent contractor and not as an employee in providing Goods and Services under this Agreement.
 - (b) **Employee Benefits.** The Contractor shall not be eligible for any benefit available to employees of the Authority including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health or life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
 - (c) **Payroll Taxes.** No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the Authority.
 - (d) **Conformance with Laws.** The Contractor shall perform Goods and Services in compliance with all applicable laws. The Contractor shall be responsible for the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of the Contractor for Good and Services and in complying with this Agreement.
11. **ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including, without limitation, all of the

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Contractor's obligations under Paragraphs 6 and 7 of this Agreement relating to warranties.

12. **THE AUTHORITY'S ASSISTANCE AND COOPERATION.** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include, without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; and (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it shall not claim, that any such assistance or cooperation operates to relieve the Contractor from complete, proper, and punctual performance of all the Contractor's obligations under this Agreement.
13. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents, or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.
14. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the Authority and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "Authority Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses, including, but not limited to, reasonable attorney's fees and costs or fines or penalties charged by any governmental entity, incurred by the Authority or any Authority Indemnitees as a result of or arising out of (i) the wrongful misconduct or negligence, including, but not limited to, fraud, of Contractor or its employees, agents, or representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, or representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with Goods and Services under this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to

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indemnify, keep and hold harmless and defend the Authority or Authority indemnitees as provided herein. These obligations provided for under this paragraph shall survive termination of this Agreement.

15. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement.

16. **TERMINATION FOR DEFAULT.**

- (a) The Authority may, subject to the provisions of subparagraph (c) of this paragraph, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof or (ii) if the Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and does not cure such failure within a period of ten (10) or more days, 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) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods or services similar to those so terminated, and Contractor shall be liable to the Authority for any excess costs for the same, including, but not limited to, all cost and expenses of the type specified in Paragraphs 6 and 7 of this Agreement relating to warranties; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the

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

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Paragraph 17 of this Agreement relating to Termination for Convenience.
 - (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.
17. **TERMINATION FOR CONVENIENCE.** The Authority may at any time, by written notice, terminate all or any part of this Agreement for the Authority’s convenience. If this Agreement is terminated, in whole or in part, for the Authority’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work and Goods and Services under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to Good and Services and 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 Good and Services and work terminated.
18. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:
- (a) The Goods and Services performed under this Agreement will not create an actual or apparent conflict of interest with any other work Contractor is currently performing or may perform during the term of this Agreement;
 - (b) Contractor is not presently subject to any agreement with a competitor of the Authority or with any other party that will prevent Contractor from performing in full accord with this Agreement;
 - (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will

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limit Contractor's ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept work other than work from the Authority during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder; and

- (d) Contractor shall immediately notify the Authority in writing specifically disclosing any and all potential or actual conflicts of interests which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.

19. **CONTRACTOR AS CONSULTANT AND CONFLICTS OF INTEREST**. In addition to the duties and responsibilities set forth herein, in the event any work requires the Contractor to develop or draft specifications or requirements for a solicitation or to serve in a consultative role during a bid or proposal evaluation or negotiation process, the Contractor agrees to the following:

- (a) The Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of the Authority.
- (b) The Contractor shall not have any interest, nor shall the Contractor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of consulting services required under such work.
- (c) The Contractor shall immediately disclose to the Authority any material transaction or relationship, including, but not limited to, that of the Contractor, its employees, agents, or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements; involvement in litigation or other dispute; client relationships; or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

Contractor acknowledges that any violation or threatened violation of the provisions of this paragraph may cause irreparable injury to the Authority, entitling the Authority to seek injunctive relief in addition to all other legal remedies.

20. **DISPUTES**. Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
21. **NOTICES**. Any notices under this Agreement shall be in writing and sent to the respective party at the following address:

To the Authority:

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

To the Contractor:

Attn: _____

Any notice sent pursuant to this paragraph shall be deemed delivered: (i) when delivered by hand or courier or by overnight delivery with signature receipt required; (ii) when sent by confirmed facsimile or email to a party with a copy sent by another means specified in this paragraph; or (iii) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. A party may change its address for communications by notice in accordance with this paragraph.

22. **ATTORNEYS' FEES.** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

23. **CONFIDENTIAL INFORMATION.**
(a) **Disclosure of Confidential Information.** The Contractor acknowledges that the Contractor may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance and in writing or is required to be disclosed by court order, subpoena, or otherwise by law, neither the Contractor nor any of its employees shall disclose, transfer, distribute, or allow access to any confidential information of the other party to third parties. If the Contractor is required to disclose any information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall provide the Authority with at least thirty-six (36) hours prior notice of its intent to disclose such information, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication, or other written item compelling

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disclosure with the name, address, phone number, and email address of the person requesting disclosure.

- (b) Security Breach Notification. If the Contractor becomes aware of a security breach or any other event that compromises the security, confidentiality, or integrity of information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall take appropriate actions to contain, investigate, and mitigate the security breach or other compromising event. The Contractor shall notify the Authority of a security breach or other compromising event as soon as reasonably possible, but in no event later than seventy-two (72) hours after the Contractor becomes aware of such security breach or other compromising event.
 - (c) Survival. The obligations provided for under this paragraph shall survive termination of this Agreement.
24. **GOVERNING LAW AND CONSENT TO JURISDICTION**. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Court of Clayton County, Georgia.
25. **NON-WAIVER**. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
26. **SEVERABILITY**. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
27. **INTERPRETATION**. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
28. **AMENDMENTS**. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

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29. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement.
30. **ELECTRONIC SIGNATURES.** Pursuant to O.C.G.A. Section 10-12-7, this Agreement may be executed and delivered by the Parties by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of the Parties thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.
31. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
32. **CAPTIONS.** The organization of this Agreement into articles, sections, paragraphs, or subparagraphs or the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction, or effect of this Agreement nor the rights, obligations, or liabilities of the parties under this Agreement.
33. **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

CONTRACTOR

By: _____
Name: H. BERNARD FRANKS
Title: General Manager

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: _____
Date: _____

[Corporate Seal]

[Corporate Seal]

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

SCOPE OF GOODS AND SERVICES

THIS "EXHIBIT A" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 4 SECTION 1 OF THE CONFORMED DOCUMENTS FOR BID NUMBER 2023-GS-08.

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT B

COST

THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 4 OF THE CONFORMED DOCUMENTS FOR BID NUMBER 2023-GS-08.

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

THIS "EXHIBIT C" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 2 OF THE CONFORMED DOCUMENTS FOR BID NUMBER 2023-GS-08.

END OF SECTION

Division 3

Contract Forms

Section 2: Performance Bond

KNOW ALL MEN BY THESE PRESENTS THAT _____
_____ (as CONTRACTOR, hereinafter referred to as the
“Principal”), and _____ (as SURETY COMPANY),
hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound
unto the Clayton County Water Authority (as OWNER, hereinafter referred to as
“CCWA”), for the use and benefit of any “Claimant” as hereinafter defined in the sum of
_____ Dollars (\$ _____)
lawful money of the United States of America, for the payment of which the Principal and
the Contractor’s Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written
agreement with CCWA, dated _____, which is incorporated herein
by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the
construction of a project known as **CCWA Headquarters Restroom Renovations**
(hereinafter referred to as “the PROJECT”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and if the Principal and the Contractor’s Surety shall indemnify and hold harmless CCWA from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which CCWA may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract;

Division 3

Contract Forms

Section 2: Performance Bond

- a. The Contractor’s Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from CCWA to the Contractor’s Surety;
- b. The means, method or procedure by which the Contractor’s Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of CCWA.

The Contractor’s Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____ 20__.

(Name of Principal)

(Name of Contractor’s Surety)

By: _____
 Name Printed: _____
 Title: _____
 Attest: _____
 Name: _____
 Date: _____

By: _____
 Name Printed: _____
 Title: _____
 Attest: _____
 Name: _____
 Date: _____

[Corporate Seal]

[Corporate Seal]

(ATTACH SURETY’S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 3: Payment Bond

KNOW ALL MEN BY THESE PRESENTS THAT _____
_____ (as CONTRACTOR, hereinafter referred to as the “Principal”), and _____
(as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto the Clayton County Water Authority (as OWNER, hereinafter referred to as “CCWA”), for the use and benefit of any “Claimant” as hereinafter defined in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with CCWA, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as **CCWA Headquarters Restroom Renovations**, (hereinafter referred to as “the PROJECT”).

NOW THEREFORE, the condition of this obligation is such, that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any subcontractor performing work on the Project.

In the event of any claim made by the Claimant against CCWA, or the filing of a Lien against the property of CCWA affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

Division 3

Contract Forms

Section 3: Payment Bond

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this _____ day of _____ 20____.

(Name of Principal)

(Name of Contractor's Surety)

By: _____
Name Printed: _____
Title: _____

By: _____
Name Printed: _____
Title: _____

Attest: _____
Name: _____
Date: _____

Attest: _____
Name: _____
Date: _____

[Corporate Seal]

[Corporate Seal]

(ATTACH SURETY'S POWER OF ATTORNEY)

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____ , COUNTY OF _____

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

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

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **CCWA Headquarters Restroom Renovations** has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

By: _____
Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 3

Contract Forms

Section 5: Certification of Absence of Conflict of Interest.

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST

(O.C.G.A. § 36-80-28)

The undersigned Contractor, who is entering into a contract or arrangement with the Clayton County Water Authority (CCWA), by signing below acknowledges and certifies to follow the requirements below:

- (1) Contractor shall avoid any appearance of impropriety and shall follow all of CCWA’s policies and procedures related to the project.
- (2) Contractor discloses below any material transaction or relationship currently known to Contractor that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Contractor, Contractor’s employees, agents or subsidiaries. (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

- (3) Contractor shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
- (4) Contractor acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to CCWA entitling CCWA to seek injunctive relief in addition to all other legal remedies.

NAME OF CONTRACTOR

Name of Contractor’s Authorized Official

Signature of Contractor’s Authorized Official

DATE

END OF SECTION

Division 4 **Specifications**

Section 1: General Overview

1.01 PROJECT

- A. Project Name: Clayton County Water Authority – HQ Restroom Renovation.
- B. Owner's Name: Clayton County Water Authority.
- C. The Project consists of the alteration of, an _____ d renovation of existing restrooms as delineated within the construction documents.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings which includes removal of existing floor and wall tile, affected areas of gypsum wall board, plumbing fixtures, toilet wall partitions, counter tops, sinks and faucets, water closets and urinals, paper towel dispensers, shower and fixtures, towel racks, bench, and wall mounted accessories. Performed in stages, from demo to completion, one floor at a time.
- B. Products to be installed and completed one floor at a time for all three floors is listed in the Material Requirement sheets. Refer to drawings for products and quantities required for entire project.
- C. Manufacturers, Part numbers, and Specifications is listed in material requirement summary sheets.
- D. Color samples required for tile, partitions, paint, and countertops. Owner to select and approve.
- E. REVISION - Sink faucets on drawings was modified from wall placement to countertop placement. Faucet to be touchless and battery operated with tempering valve. Refer to drawings and product summary sheet for revised faucet information.
- F. REVISION – To be quoted separately as an option – The demolition, removal and replacement of ceiling grids, new acoustical tiles, replace existing light fixtures with LED light fixture, clean and reuse mechanical grills, clean and reuse exhaust covers. To be quoted separately as an option. Lighting to be LED.

Division 4

Specifications

Section 1: General Overview

- G. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- H. HVAC: Alter existing system and add new construction, keeping existing in operation.
- I. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- J. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site and occupants.
 - 2. Due to occupancy the demolition and painting work will require afterhours of 4pm Monday through Friday and on weekends from 7am to 7pm.
 - 3. Work that does not include loud noises or fumes that would disturb operations may be approved by the Facilities Maintenance Manager during normal business hours of 7am-4pm. Must obtain prior written approval and schedule.
 - 4. Coordinate schedule of operations with Facilities Maintenance Manager.
- B. Arrange use of site and premises to allow:

Division 4

Specifications

Section 1: General Overview

1. Owner occupancy.
2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Utility Outages and Shutdown:
 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 14 days' notice to Owner and authorities having jurisdiction.
 2. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

- A. Work schedule to be predetermined and approved by the Facilities Maintenance Manager in writing before work begins.

NOTE: Only one floor at a time to be demolished, worked on, fully completed and signed off on by the General Services Facilities Maintenance Manager before moving onto next floor.

Order of work to be as follows - work to begin and complete on each floor in the order of 2nd floor, then proceed to 1st floor, then proceed to 3rd floor. Coordinate construction schedule and operations with GS Facilities Maintenance Manager.

1. Locate and conduct construction activities in ways that will limit disturbance to site and occupants.
2. Due to occupancy the demolition and painting work will require afterhours of 4pm Monday through Friday and on weekends from 7am to 7pm.

Division 4

Specifications

Section 1: General Overview

3. Work that does not include loud noises or fumes that would disturb operations may be approved by the Facilities Maintenance Manager during normal business hours of 7am-4pm. Must obtain prior written approval and schedule.
4. Coordinate schedule of operations with Facilities Maintenance Manager.

END OF SECTION

Division 4

Specifications

Section 2: General Requirements

2.01 SUMMARY

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

2.02 RELATED REQUIREMENTS

- A. Section Summary: Lists of products to be removed from existing building.
- B. Section Substitution Procedures: Substitutions made during procurement and/or construction phases.

2.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

2.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

Division 4 **Specifications**

Section 2: General Requirements

2.05 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.06 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Containing lead, cadmium, or asbestos.

2.07 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.08 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

Division 4

Specifications

Section 2: General Requirements

- B. Deliver to Project site; obtain receipt prior to final payment.

2.09 SUBSTITUTION LIMITATIONS

- A. See Section Substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Agrees to provide the same warranty for the substitution as for the specified product.
 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.

2.10 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- D. Deliver, store and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with the manufacturer's written instructions.
- E. Owner assumes no responsibility for damage or loss due to storage of materials and equipment.

2.11 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work

Division 4

Specifications

Section 2: General Requirements

area in order to minimize waste due to excessive materials handling and misapplication

- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- D. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- E. Comply with manufacturer's warranty conditions, if any.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

2.12 MANUFACTURER'S INSTRUCTIONS

- A. Installation of equipment and materials shall comply with manufacturer's instructions. Obtain and distribute printed copies of such instructions to parties involved in installation, including 2 copies to General Services Director.
 - 1. Maintain one set of complete instructions at Site during installation and until completion of Work.
- B. Handle, store, install, connect, clean, condition, and adjust materials and equipment in accordance with manufacturer's written instructions and in conformance with Specifications.

Division 4

Specifications

Section 2: General Requirements

1. If Site conditions or specified requirements conflict with manufacturer's instructions, consult General Services Director for further instructions. Do not proceed with Work without written instructions.

END OF SECTION

Division 4

Specifications

Section 3: Temporary Facilities and Controls

3.01 SUMMARY

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Security requirements.
- D. Vehicular access and parking.
- E. Waste removal facilities and services.

3.02 SUBMITTALS

- A. Submit coordination drawings and narrative that indicate the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawings.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures
 - 5. Other dust-control.

3.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

3.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

Division 4

Specifications

Section 3: Temporary Facilities and Controls

3.05 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

3.06 SECURITY

- A. Coordinate with Owner's IT security team by obtaining access badges for contractors and employees

3.07 VEHICULAR ACCESS AND PARKING

- A. Coordinate access, haul routes, and parking with governing authorities and General Services Director.
- B. Provide and maintain access to fire hydrants, free of obstructions.

3.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

3.09 REMOVAL OF FACILITIES

- A. Remove equipment, facilities, materials, prior to Final Application for Payment inspection.

Division 4

Specifications

Section 3: Temporary Facilities and Controls

- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

END OF SECTION

Division 4 **Specifications**

Section 4: Material Requirements and Product Specifications

4.01 SUMMARY

- A. Product manufacturers and specifications for tile, fixtures for toilet, bath, and utility rooms.

4.02 PRODUCT SPECIFICATIONS

Keys: All keyed products by same manufacturer; all keyed alike.

Countertop Lavatory

- A. Countertop Faucets – Sloan EBF-187 touchless (Battery Powered)
- B. Tempering Valve - Sloan
- C. Sink basins – Kohler K-5403-W
- D. Drain – Kohler K-7715
- E. P Trap – Kohler K-8998
- F. Lavatory Supply – McGuire LF170

Handicap Countertop Lavatory

- A. Countertop Faucets – Sloan EBF-187 touchless (Battery Powered)
- B. Tempering Valve - Sloan
- C. Sink basins – Kohler K-5403-W
- D. Drain – Kohler K-13885 (Offset Drain)
- E. Pipe Covers – Truebro 103K
- F. P Trap – Kohler K-8998
- G. Lavatory Supply – McGuire LF170

Toilets – Handicap and non-handicap

- A. Fixture – American Standard 6042.001EC

Division 4 **Specifications**

Section 4: Material Requirements and Product Specifications

- B. Flush Valve – American Standard 6064.013-002 (Battery Powered)

Urinals – Handicap and non-handicap

- A. Urinal - American Standard 6042.001EC
- B. Flush Valve – American Standard 6064.013-002 (Battery Powered)

Showers

- A. Fixture – Aqua Bath C4136BF-FUS ¾"
- B. Faucet – Moen 8342

Mirrors - 18"x30"

Toilet tissue holder: Bobrick B-4288, - Contura Series. one at each water closet.

- 1. Surface-Mounted Multi-Roll Toilet Tissue Dispenser Satin-finish stainless steel unit with stainless steel dispensing mechanism. Flush tumbler lock. Holds two rolls up to 5 1/4" (135mm) diameter (1800 sheets)

Toilet Seat Cover Dispenser, one at each water closet. Contura Series

- 1. B-4221; 250 single or half fold seat covers.
- 2. Surface mounted.

Mirrors

- 1. Bobrick B-290 2430, 24" wide X 30" tall, stainless-steel trim.
- 2. Tempered glass
- 3. Welded frame. Type 304 Stainless Steel with satin finish.

Grab bars: Bobrick B-6806 series; 36" and 42"

Soap Dispensers: Model PYOS-L124, MAC Faucets, www.macfaucets.com

- 1. Wall mounted dispenser for liquid soap
- 2. 900ml capacity

Division 4

Specifications

Section 4: Material Requirements and Product Specifications

3. Color to match sinks water faucet
4. 6 volt, include AC adapter.

Sanitary Napkin Disposal units: Contura series.

1. B-4354 for partition mounted units - 1/2-1 1/4" (13/32mm) thick. Self-closing doors pull down with less than 5 lbs. of force
2. B-270 Surface mounted; Unit 7 1/2" W, 10" H, 3 13/16" D with full-length stainless-steel piano hinge.

ADA Shower Seat: Model B-5191. Seat shall be constructed of 5/16" thick solid phenolic. Frame and mounting brackets shall be type 304 stainless steel and self-locking mechanism. Supports 500lbs or 227 kg.

1. 18" wide seat

Robe Hook: Model B-6727 - Surface mounted. Satin finished stainless steel. 4 inches wide with 2-5/16" projection from wall. Flange and support arm shall be 22-gauge and equipped with a concealed, 16 gauge mounting bracket that concealed. Cap shall be 10 gauge.

1. Type 304 stainless steel.

Shower Curtain Rod with concealed mounting. Model B-6107 x (length required). Type-304, 20-gauge (1.0mm) stainless steel tubing with satin finish and 1" (25mm) outside diameter. Flanges shall be Type-304, 20-gauge (1.0mm) stainless steel with satin finish and drawn, one-piece, seamless construction.

1. Include 204-2 Shower Curtain and B-204-1 Shower curtain hooks.

Shower Grab Bars: Model 68616. 36" x 24" x 1.5". Ability to support 900 lbs. on each of its 2 bars.

1. 1-1/2 inches of clearance from the mounting surface. The strength of the unit is owed to the 18-gauge, type-304 stainless steel tubing and the three, 1/8 of an inch thick mounting flanges included in the design. The grab bars measure 1-1/2 inches in diameter and have a satin peened gripping surface.

Division 4 **Specifications**

Section 4: Material Requirements and Product Specifications

4.03 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of products and accessories for installation.
- C. Verify that field measurements are as indicated on drawings.

4.04 PREPARATION

- A. Provide templates and rough-in measurements as required.

4.05 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting and placement Heights and Locations: As required by accessibility regulations, as indicated on drawings.

END OF SECTION

Division 4 **Specifications**

Section 5: Material Substitution Procedures

5.01 SUMMARY

- A. Procedural requirements for proposed substitutions.

5.02 RELATED REQUIREMENTS

- A. Administrative Requirements: Submittal procedures, coordination.
- B. Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

5.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

5.04 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.

Division 4

Specifications

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3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 6. Agrees to reimburse Owner for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
1. No specific form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - b. Substitution Request Information:
 - 1) Indication of whether the substitution is for cause or convenience.
 - 2) Issue date.
 - 3) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 4) Description of Substitution.

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- 5) Reason why the specified item cannot be provided.
 - 6) Differences between proposed substitution and specified item.
 - 7) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
- 1) Physical characteristics.
 - 2) Expected durability.
 - 3) Visual effect.
 - 4) Warranties.
 - 5) Other salient features and requirements.
 - 6) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
- d. Impact of Substitution:
- 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.

5.05 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by General Services Director, in order to stay on approved project schedule.
- B. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by General Services Director, in order to stay on approved project schedule.

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1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 2. Document the means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation for any required redesign, time spent processing and evaluating the request.
- C. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.
 3. When acceptance will require revisions to Contract Documents.

5.06 RESOLUTION

- A. Owner may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Owner will notify Contractor in writing of decision to accept or reject request.

5.07 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

END OF SECTION

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Section 6: Material Requirements for Tile

6.01 SUMMARY

A. This Section includes the following:

1. Tile for floor applications.
2. Stone thresholds installed as part of the tile installations.
3. Crack-suppression membrane for mud set tile installations.
4. Tile for wall applications.
5. Cementitious backer board as tile substrate.
6. Ceramic trim.
7. Porcelain Floor and Wall Tile: Daltile, Willow Blend 6" x 24" - color to be selected.
8. Porcelain Wall and Floor Tile: Daltile, Portfolio, 6" x 24" - color to be selected.
9. Cove Base: Daltile Cove base 6" x 12"

6.02 PERFORMANCE REQUIREMENTS

A. Floor Tile Criteria: For all floor areas indicated to receive tile, provide materials which comply with the following. Submit test data to show compliance per ANSI 137.1 standards and as listed below:

1. Static Coefficient of Friction: For tile installed on walkway surfaces, provide products with the following values as determined by testing identical products per ASTM C 1028:
 - a. Level Surfaces: Minimum 0.6.
 - b. Step Treads: Minimum 0.6.
 - c. Ramp Surfaces: Minimum 0.8.
 - d. Break Strength: ASTM C 648.
 - e. Bond Strength: ASTM C 482.
 - f. Abrasion Wear Resistance (Unglazed Tile): ASTM C 501.

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- g. Abrasion Wear Resistance (Glazed Tile): ASTM C 1027.
 - h. Scratch Resistance (Moh's Hardness):
 - i. Water Absorption: ASTM C 373.
 - j. Freeze/Thaw Resistance: ASTM C 1026.
- B. Load bearing Performance: For ceramic tile installed on walkway surfaces, provide installations rated for the following load bearing performance level based on testing assemblies according to ASTM C 627 that are representative of those indicated for this Project:
- 1. Extra Heavy: Passes cycles 1 through 14.

6.03 REFERENCE STANDARDS

- A. ANSI A108.1a - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2014.
- B. ANSI A108.1b - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).
- C. ANSI A108.1c - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex-Portland Cement; 1999 (Reaffirmed 2010).
- D. ANSI A108.2 - American National Standard General Requirements: Materials, Environmental and Workmanship; 2019.
- E. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive; 2009 (Revised).
- F. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).
- G. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and - Grouting Epoxy; 1999 (Reaffirmed 2010).

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- H. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 1999 (Reaffirmed 2010).
- I. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 1999 (Reaffirmed 2010).
- J. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 1999 (Reaffirmed 2010).
- K. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2010 (Reaffirmed 2016).
- L. ANSI A108.12 - American National Standard for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).
- M. ANSI A108.13 - American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2005 (Reaffirmed 2010).
- N. ANSI A108.19 - American National Standard Specifications for Interior Installation of Gauged Porcelain Tiles and Gauged Porcelain Tile Panels/Slabs by the Thin-Bed Method Bonded with Modified Dry-Set Cement Mortar or Improved Modified Dry-Set Cement Mortar; 2017.
- O. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2013 (Revised).
- P. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 1999 (Reaffirmed 2016).
- Q. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes For Thin-Set Ceramic Tile And Dimension Stone Installation; 2014.
- R. ANSI A118.12 - American National Standard Specifications for Crack Isolation Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2014.

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- S. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2012.
- T. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2017.

6.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

6.05 SUBMITTALS

- A. See Section Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for storage, handling, installation and using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
 - 1. Include widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces. Include cracks in substrate.
 - 2. Verify field dimensions and include field conditions.
 - 3. Shop drawings shall include the following drawings.:
 - a. Floor Plans and other plan drawings at no less than 1/8"=1'-0"
 - b. Elevations and sections at no less than 1/4"=1'-0"
 - c. Details drawings at no less than 1-1/2"=1'-0".
- D. Grout and sealant Samples for Initial Selection: Manufacturer's color charts consisting of actual sections of grout and sealant showing the full range of colors available for each type of grout and sealant indicated.
- E. Samples for Verification:

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1. Two (2) full-size sample units of each type and composition of tile and for each color and finish required. Provide two (2) full size pieces of floor tile at job site
 2. Assembled samples with grouted joints for each type and composition of tile and for each color and finish required, at least 18 inches square and mounted on rigid panel. Use grout of type and in color or colors approved for completed work.
 3. Full-size units of each type of trim and accessory for each color and finish required.
 4. Stone thresholds in 6 inch lengths.
 5. Metal edge strips in 6 inch lengths.
- F Pre-Installation Job Meeting Report: Submit pre-installation job meeting report. Refer to Division 01, Project Meetings for requirements.
- G. Maintenance Manual: Submit tile and grout manufacturer's instruction for daily and periodic maintenance of the Tile Work. Include cleaning and stain removal processes, recommended surface treatment or sealer, and related application and maintenance instructions.
- H. Training: Prior to Substantial Completion, review maintenance manual with owner's maintenance staff, and demonstrate recommended methods for cleaning and maintaining the Work.
- I. Special Warranty: Setting materials manufacturer to provide to the Owner a special warranty for this project as described below:
1. Where setting and grouting materials are bonded directly to slab:
 - a. Warranty will cover all materials including marble and agglomerate tile, mortar, grouts and labor for demolition and labor for reinstallation of floor system.
 2. Where setting and grouting materials are installed over crack suppression membrane:
 - a. Warranty will cover setting and grouting material's ability to adhere to and be compatible with crack suppression membrane.

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3. Where crack suppression membrane is used, manufacturer's supplemental warranty will cover all materials (including agglomerate tile, mortar and grouts).
 4. Duration of Warranty: The manufacturers of setting and grouting materials to provide to the Owner a (5) year warranty on all materials and labor as described above. The manufacturer of the crack suppression membrane to provide to the Owner a (5) year warranty on all materials as described above.
- J. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.

6.06 MAINTENANCE MATERIALS

Furnish the following for Owner's use in maintenance of project.

- A. Deliver extra materials to Owner. Furnish extra materials described below that match products installed, are packaged with protective covering for storage and are identified with labels describing contents.
1. Standard Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed, for each type, composition, color, pattern, and size indicated.
- B. Metal Edge Transition Strip: Where new tile work abuts an existing tenant's storefront opening and a level difference occurs between the two finished surfaces, provide and install transition strip as detailed in drawings to provide for a flush transition between tenant flooring at opening and common mall within tolerances specified. Contractor is responsible for field verifying linear footage requirements.
- C. Extra Tile: 10 square feet of each size, color, and surface finish combination.

6.07 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed commercial tile installations similar in material, design, and extent to that indicated for this Project and with a record of successful-in-service performance.

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Section 6: Material Requirements for Tile

1. Project Experience Requirement: A minimum of 15 commercial tile installations similar in material, design, and extent to that indicated for Project.
 2. Firm Experience Requirements: 5 years of experience.
 3. Foreman Experience Requirement: 5 years of experience.
- B. Source Limitations for Tile: Obtain all tile of same type and color or finish from one source or producer.
1. Obtain tile from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- C. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from a single manufacturer and each aggregate from one source or producer.
- D. Source Limitations for Other Products: Obtain each of the following products specified in this Section through one source from a single manufacturer for each product\:
1. Stone thresholds.
 2. Waterproofing.
 3. Crack isolation membrane.
 4. Joint sealants.
 5. Cementitious backer units.
 6. Metal edge strips.
- E. Installer Qualifications: Company specializing in performing tile installation, with minimum of five years of documented experience.

6.08 MOCK-UP

- A. Mockups: Before installing tile, construct mockups for each form of construction and finish required, for Owner's review and approval to verify selections made under Sample submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build mockups to comply with the following requirements, using materials indicated for completed Work.

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1. Mock-ups will be reviewed for conformance with allowable tolerances, joint quality, workmanship, color and color range, texture, and pattern. Replace unsatisfactory mock-ups.
 2. Subfloor Preparation Mock-Up: Prior to commencing tile installation, prepare a 10'-0" square area of each substrate to receive new tile work. Substrate preparation will be reviewed by Owner, Contractor, Installer, and Manufacturers for compliance with specified requirements.
 3. Floor tile mockup: 10'-0" square area of filed tile. Mockup to be adjacent to existing tile flooring to remain.
 4. Wall tile mockup: 10'-0" square are of filed tile. Mockup to be adjacent to new tile flooring.
 5. Accent floor tile mockup: 5'-0" square area.
 6. Notify Owner 7 days in advance of the dates and times when mockups will be constructed.
 7. Demonstrate the proposed range of aesthetic effects and workmanship.
 8. Obtain and Owner's approval of mockups before proceeding with final unit of Work.
 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the complete Work.
 - a. Approved mockups in an undisturbed condition at the time of Substantial Completion may become part of the completed Work.
- B. Construct tile mock-up were indicated on drawings, incorporating all components specified for the location.
1. Minimum size of mock-up is indicated on drawings.
 2. Demolish mock-up when directed by Owner and remove debris from the site.

6.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A 137.1 for labeling sealed tile packages.

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- B. Store tile and cementitious materials on elevated platforms, under cover and in a dry location
- C. Store aggregates where grading and other required characteristics can be maintained, and contamination avoided.
- D. Store liquid latex and emulsion adhesives in unopened containers and protected from freezing.
- E. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.
- F. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

6.10 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Environmental Limitations: Do not install tile until ambient temperature and humidity conditions are being maintained to comply with referenced standards and manufacturer's written instructions.
- C. Provide lighting conditions during installation which will be of the same intensity as the building completed lighting system.
- D. Maintain ambient and substrate temperature above 50 degrees F and below 100 degrees F during installation and curing of setting materials.

6.11 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Products; Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
 - 2. Product: Subject to compliance with requirements, provide on both products specified.

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3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include but are not limited to the manufacturers specified.
4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.
5. Basis-of-Design products The design for each tile type is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

6.12 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 "Specification for Ceramic Tile," for types, compositions, and other characteristics indicated.
 1. Provide tile complying with Standard Grade requirements only. Seconds grade is not acceptable.
 2. For facial dimensions of tile, comply with requirements relating to tile sizes specified in Part 1 Definitions" Article.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI standards referenced in "Setting and Grouting Materials" Article
 1. Installation Systems: Acceptable manufacturers are indicated for each type of setting and grouting product. Provide a single manufacturer's system of setting and grouting materials for each installation system indicated. Do not mix manufacturers for setting and grouting materials within an installation system.
- C. Colors, Textures and Patterns: Where manufacturer's standard products are indicated for tile, grout and other products requiring selection of colors, surface textures, patterns, and other appearance characteristics, provide specific products or materials complying with the following requirements.
 1. Match Samples.
 2. Match colors, textures, and patterns indicated by referencing manufacturer's stand designations for these characteristics.

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3. Provide tile trim and accessories that match color and finish of adjoining flat tile.
- D. **Factory Blending:** For tile exhibiting color variations within ranges selected during Sample submittals, blend tile in factory and package so tiles units take from one package show same range in colors as those take from other packages and match approved Samples.
- E. **Jobsite Blending:** Provide additional blending at jobsite to ensure matching of color, pattern, and texture. Verify that tile is within approved range and matches approved samples prior to installing.
- F. **Porcelain Tile Size Tolerance:** Factory calibrate all tiles and trim pieces. When tile products are the same nominal size, variances in actual size to be no more than 1 mm+/- maximum between tiles of the same color, between tiles of different colors, or between tile and trim pieces. Size variations greater than 1mm are not acceptable.
- G. For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer, unless otherwise indicated.
 1. Where tile is indicated for installation in in wet areas, do not use back- or edge-mounted tile assemblies unless tile manufacturer specifies in writing that this type of mounting is suitable for installation indicated and has a record of successful in-service performance.
- H. **Factory-Applied Temporary Protective Coating:** Where indicated under tile type, protect exposed surfaces of tile against adherence of mortar and grout by pre coating with continuous film of petroleum paraffin wax, applied hot. Do not coat unexposed tile surfaces.

6.13 TILE PRODUCTS

- A. **Tile:** Refer to Finish Schedule on the Drawings for tile materials information.
- B. **Basis of Design:**
 1. **Porcelain Floor and Wall Tile:** Daltile, Willow Blend 6" x 24" - color to be selected.
 2. **Porcelain Wall and Floor Tile:** Daltile Portfolio, 6" x 24" - color to be selected.

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3. Cove Base: Daltile Cove base 6" x 12"

6.14 TRIM AND ACCESSORIES

- A. Trim: Matching cove base ceramic shapes in sizes coordinated with field tile.

1. Applications:

- a. Inside Corners: Jointed.
- b. Wainscot caps

2. Manufacturers: Same as for tile.

- B. Metal Edge Strips and Trim Strips:

1. Angle or L shape, height to match tile and setting bed thickness, metallic base, designed specifically for flooring applications; ASTM A 666, 300 Series exposed edge material.

2. Manufacturer

- a. Zinc Alloy Edge Strip; Manhattan American Terrazzo Strip Co.
- b. Stainless Steel Edge Strip

- C. Thresholds: Marble, gray, honed finish; 2 inches wide by full width of wall or frame opening; 1/2 inch thick; beveled one long edge with radiused corners on top side; without holes, cracks, or open seams.

1. Meeting ASTM C503, with a minimum abrasion resistance of (10 / 12) per ASTM C1353 or ASTM C241 with honed finish

2. Applications:

- a. At doorways where tile terminates.

6.15 SETTING MATERIALS

- A. Latex Portland Thin set mortar (all vertical tile) ANSI 118.4

- B. Medium-Bed, Latex Portland Cement Mortar: (Floor Tile); ANSI 118.4.

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6.16 GROUTS

- A. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout. (For floor tile).
 - 1. Color(s): As indicated on drawings OR COLOR CHOSEN BY OWNER.
 - 2. Products:
 - a. Bostik Inc; www.bostik-us.com.
 - b. Custom Building Products; CEG-Lite: www.custombuildingproducts.com.
 - c. LATICRETE International, Inc; LATICRETE SPECTRALOCK PRO Premium Grout: www.laticrete.com/#sle.
 - d. Merkrete, by Parex USA, Inc; Merkrete Pro Epoxy: www.merkrete.com/#sle.
 - e. ProSpec, an Oldcastle brand; B-7000 Epoxy Mortar and Grout: www.prospec.com.
 - f. MAPEI Corporation: www.mapei.com

- B. Latex-Portland Cement Thin Set Mortar for Porcelain Tiles: ANSI A118.4 composition as follows:
 - 1. Mortar Mix with Liquid Latex Additive:
 - a. Grani-Rapid with KER 318 Liquid Admixture; Mapei Corporation
 - b. 3701 Mort Admix and 259 Rapid Flex.

- C. Tile Sealant: Gunnable, silicone, siliconized acrylic, or urethane sealant; moisture and mildew resistant type. (Quarry tile only)
 - 1. Applications: Between tile and plumbing fixtures.
 - 2. Color(s): As selected by Architect from manufacturer's full line.
 - 3. Products:
 - a. Ardex Engineered Cements; Ardex Flex Caulk: www.ardexamericas.com.

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- b. Custom Building Products; Commercial 100% Silicone Caulk:
www.custombuildingproducts.com.
 - c. LATICRETE International, Inc; LATICRETE Latasil: www.laticrete.com.
 - d. Merkrete, by Parex USA, Inc; Merkrete Colored Caulking:
www.merkrete.com.
 - e. ProSpec, an Oldcastle brand; ProColor Advantage Caulk:
www.prospec.com.
- D. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
- 1. Composition: Water-based colorless silicone.

6.17 MAINTENANCE MATERIALS

- A. Tile Sealant: Gunnable, silicone, siliconized acrylic, or urethane sealant; moisture and mildew resistant type.
- 1. Applications: Between tile and plumbing fixtures.
 - 2. Color(s): As selected by from manufacturer's full line.
 - 3. Products:
 - a. ARDEX Engineered Cements; ARDEX SX:
www.ardexamericas.com/#sle.
 - b. LATICRETE International, Inc; LATICRETE LATASIL:
www.laticrete.com/#sle.
 - c. Merkrete, by Parex USA, Inc; Merkrete Colored Caulking:
www.merkrete.com/#sle.
- B. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
- 1. Composition: Water-based pigmented urethane acrylic.
 - 2. Color(s): As selected by from manufacturer's full line.
- C. Grout Release: Temporary, water-soluble pre-grout coating.

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1. Products:
 - a. Custom Building Products; Aqua Mix Grout Release:
www.custombuildingproducts.com/#sle.

6.18 FINISHING AND EDGE PROTECTION PROFILES FOR WALLS

A. Schluter - JOLLY

1. Description: L shaped profile with 1/8" wide top section and vertical wall section that together form the visible surface, integrated trapezoid-perforated anchoring leg, and integrated grout joint spacer.
2. Color: Brushed nickel.

6.19 MEDIUM-BED MATERIALS

- A. Provide materials composed as follows, with physical properties equaling or exceeding those required for thin-set mortars based on testing of medium-bed specimens according to ANSI A118.4:
- B. White mortar at floor tile.
- C. Mortar Bed Materials: Portland cement, sand, latex additive, and water.
 1. Products:
 - a. Ultra/Flor Medium Bed Dry-Set Mortar Mix with Liquid Latex Additive: Mapei
 - b. 220 Marble and Granite Mortar Mix with #333 Super Flexible Admix.; Laticrete International, Inc.

6.20 ACCESSORY MATERIALS

- A. Concrete Floor Slab Crack Isolation Membrane: Material complying with ANSI A118.12; not intended as waterproofing.
 1. Type: Fluid-applied.
 2. Thickness: 20 mils, maximum.
 3. Crack Resistance: No failure at 1/8-inch gap, minimum.

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4. Products:
 - a. LATICRETE International, Inc; LATICRETE Blue 92 Anti-Fracture Membrane: www.laticrete.com/#sle.
 - b. Merkrete, by Parex USA, Inc; Merkrete Fracture Guard: www.merkrete.com/#sle.
- B. Cleavage Membrane Under Thick Mortar Bed:
 1. Material: No. 15 asphalt saturated felt.
- C. Membrane at Walls:
 1. Material: No. 15 asphalt saturated felt.
- D. Waterproofing Membrane : Specifically designed for bonding to cementitious substrate under thick mortar bed or thin-set tile; complying with ANSI A118.10.
- E. Backer Board: Cementitious type complying with ANSI A118.9; high density, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.
- F. Mesh Tape: 2-inch-wide self-adhesive fiberglass mesh tape.

6.21 EXAMINATION

- A. substrates, areas, and conditions where tile will be installed, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 1. Verify that substrates for setting tile are firm; dry; clean; free of oil, waxy films and curing compounds; and within flatness tolerances required by referenced ANSI A 108 Series of tile installation standards for installations indicated.
 2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.
 3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations

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- B. Verify that surfaces that receive a steel trowel finish have been mechanically scarified.
- C. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- D. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- E. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- F. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.
- G. Verify that required floor-mounted utilities are in correct location.
- H. Proceed with installation only after unsatisfactory conditions have been corrected. Commencement of work signifies acceptance of substrate and installation of conditions

6.22 PREPARATION

- A. Removal of Existing Materials: Remove existing tile, setting bed, grout, adhesives, caulking, sealants, chemicals dirt and debris in areas as indicated on drawings to receive new tile work.
- B. Remove coatings including curing compounds, and other substances that contain soap, wax, oil or silicone and re incompatible with tile-setting materials by using a Blas-trac machine.
- C. Provide concrete substrates for tile floors installed with adhesives or thin-set mortar that comply with flatness tolerances specified in referenced AANSI A108 Series of tile installation standards.
 - 1. Fill cracks, holes, and depressions with trowel able leveling and patching compound according to tile-setting material manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.

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Section 6: Material Requirements for Tile

2. Remove protrusions, bumps and ridges by sanding or grinding.
- D. Verification of Existing Substrate: The tile installer shall inspect existing tile floor that is to remain for any conditions which may be detrimental to the new installations.
1. The beginning of installation of the tile will signify acceptance of the existing substrate by the tile installer.
- E. Blending: For tile exhibiting color variations within ranges selected during Sample submittals, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not, factory blended, either return to manufacturer or blend tiles at Project site before installing.
- F. Field-Applied Temporary Protective Coating: Where indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surface.
1. Petroleum paraffin wax applied hot.
 2. Grout release.
 3. Petroleum paraffin wax or grout release.
- G. Protect surrounding work from damage.
- H. Vacuum clean surfaces and damp clean.
- I. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- J. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- K. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

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Section 6: Material Requirements for Tile

6.23 INSTALLATION - GENERAL

- A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.
- B. TCA Installation Guidelines: TCA's Handbook for Ceramic Tile Installation." Comply with TCA installation methods indicated in ceramic tile installation schedules.
- C. Material Cleaning: Clean tile surfaces, including faces and backs, as recommended by manufacturer, prior to setting. Remove soil, dust, stains, and foreign materials. Use only mild cleaning compounds that contain no caustic or harsh filler or abrasives.
- D. Extended tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- E. Accurately form intersections and returns. Preform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars or covers overlap tile.
- F. Jointing Pattern Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in bother directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.
 - 1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.
- G. Lay out tile wainscot to next full tile beyond dimensions indicated.
- H. Expansion Joints: Locate expansion joints and other sealant-filled joints, including control, contraction, and isolation joints where indicated on the drawings or if not indicated in accordance with TCA recommendations. Form

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Section 6: Material Requirements for Tile

joints during installation of setting materials, mortar beds and tile. Do not saw-cut joints after installing tiles.

1. Provide joints in tile surfaces where tile work abuts restraining surfaces such as walls, curbs, columns, thresholds, etc. Provide continuous joints around columns.
 2. Locate joints in tile surfaces directly above joints in concrete substrates
 - a. Control joints may be located a maximum of 6" from substrate control joints or cracks in the slab. Span the staggered control joint or crack with a continuous crack suppression membrane per manufacturer's recommendation. Lap membrane a minimum of 1'-6" on each side of crack or control joint in substrate to assure it is wider than any tile spanning the control joint or crack.
 3. Formation: Extend joint completely through tile system, including setting material, reinforcing, membranes, and leveling materials.
 4. Width: Where sealant-filled joints occur over substrate joints, form joints in the tile work to be not less in width than the substrate below, unless otherwise indicated. Where sealant-filled joints do not occur over substrate joints, form joints to be the same width as grout joints in the tile work, unless otherwise indicated.
 5. Keep joints open and free of setting and grouting materials and contaminants.
- I. Jobsite Conditions Coordination: Notify Owner if jobsite conditions require additional joints other than those indicated on the drawings, or if joint locations must be adjusted to meet spacing and location recommendations in the TCA "Handbook for Ceramic Tile Installation," or if conditions differ from those shown on drawings.
- J. Conditions Coordination:
1. Verification: Contractor to verify location of all expansion, control and cold joints, and other such joints in the floor slab, and cracks in the slab and extent of existing adjacent floor finish adjust tile work, if necessary, prior to start of installation, to coordinate with existing expansion and control joint locations.

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Section 6: Material Requirements for Tile

2. Compliance: If existing joint spacing and locations do not meet the requirement specified in the TCA "Handbook for Ceramic Tile Installation" it is the Contractor's responsibility to bring the conditions into compliance with such requirements.
- K. Grouting: Install grout material using manufacturer's recommended tools and methods. Pack the grout materials into joints to achieve maximum density, with no gaps, air pockets, or hollow or skipped areas. Provide a hard finished grout surface which is smooth and without voids, pin holes, or low spots. Provide clean tools and cheesecloth material, free of contaminants or discoloring agents. Clean or replace tools and cheesecloth during grouting and removal to maintain a clean, contaminant free instrument.
1. Commencement of Grouting: Do not commence grouting until tiles are firmly set, and until setting material has cured for minimum time period recommended by manufacturer.
 2. Joint Fullness: Provide full joints of a uniform level, which are even with the edge of the tile, Coped or dipped grout joints or joints where expose the edge of the tile are not acceptable.
 3. Contaminants: Contaminants, such as rope, cigarettes, trash, paper, or dirt are not acceptable. Visible areas of setting materials or mesh backing showing through grout joints are not acceptable.
 4. Dusting: If recommended by manufacturer, dust installed grout joints which same dry grout per manufacturers recommended procedures.
 5. Color Acceptance Criteria: Provide uniform finished shade of colored grout for each colored grout type, to match approved mockup areas.
 6. Grout Joint Widths" As specified in the Installation Schedule in end of section
 7. Grout tile to comply with the requirements of the following tile installation standards.
 - a. For ceramic tile grouts (sand-portland cement, dry-set, commercial portland cement, and latex-portland cement grouts comply with ANSI A108.10.
 - b. For chemical-resistant epoxy grouts, comply with ANSI A 108.6

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Section 6: Material Requirements for Tile

- c. For chemical resistant furan grouts, comply with ANSI A108.8.
8. Grout removal and Cleaning: Remove excess grout during the grouting process. Use the minimum amount of water required and keep water clean and free of dirt or contaminants.
9. Finishing: Finish and polish grout joints with cheesecloth or similar material to produce full, level, even and smooth grout joints. Provide a crisp grout edge. Feathery edges are not acceptable.

6.24 FLOOR TILE INSTALLATION

- A. General: Install tile to comply with requirements in the Ceramic Tile Floor Installation Schedule, including those referencing TCA installation methods and ANSI A108 series of tile installation standards.
- B. Coverage: For all installations obtain 95 plus percent mortar coverage and contact between the back of the tile and substrate by using an appropriate size notched trowel and any technique necessary to achieve specified coverage.
- C. Verification: The Owner reserves the right to pull up and examine tiles, up to a maximum of five (5) tiles per 100 sf of installed work, to verify that required coverage is being achieved and the work is in compliance with requirements indicated. If required coverage is not being achieved, the contractor is responsible for removing non-complaint work and replacing the work to be in compliance with requirements.
- D. Stone Thresholds: Install stone thresholds at locations indicated; set in same type of setting bed as abutting field tile, unless otherwise indicated.
 1. Set thresholds in latex-portland cement mortar for locations where mortar bed would otherwise be exposed above adjacent non tile floor finish.
- E. Metal Edge Strips: Install stone thresholds at locations indicated; set in same type of setting bed as abutting field tile, unless otherwise indicated.
- F. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.19 , manufacturer's instructions, and TCNA (HB) recommendations.
- G. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

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Specifications

Section 6: Material Requirements for Tile

- H. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- I. Form internal angles square and external angles bullnosed.
- J. Install non-ceramic trim in accordance with manufacturer's instructions.
- K. Install thresholds where indicated.
- L. Keep control and expansion joints free of mortar, grout, and adhesive.
- M. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- N. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

6.25 INSTALLATION - FLOORS - MORTAR BED METHODS

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F111, with cleavage membrane, unless otherwise indicated.
 - 1. Where epoxy bond coat and grout are indicated, install in accordance with TCNA (HB) Method F132, bonded.
 - 2. Where epoxy or furan grout is indicated, but not epoxy or furan bond coat, install in accordance with TCNA (HB) Method F114, with cleavage membrane.
- B. Cleavage Membrane: Lap edges and ends.
- C. Mortar Bed Thickness: 5/8 inch, unless otherwise indicated.

6.26 INSTALLATION - WALL TILE

- A. Install types of tiles designated for wall installations to comply with requirements in the Ceramic Tile Wall Installation Schedule, including those referencing TCA installation methods and ANSI setting-bed standards.

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Specifications

Section 6: Material Requirements for Tile

- B. Coverage: For all installations obtain 95 percent mortar coverage and contact between the back of the tile and the substrate by using an appropriate size notched trowel and any techniques necessary to achieve specified coverage.
- C. Over cementitious backer units on studs, install in accordance with TCNA (HB) Method W244, using membrane at toilet rooms.
- D. Over interior concrete and masonry install in accordance with TCNA (HB) Method W202, thin-set with dry-set or latex-Portland cement bond coat.
- E. Over metal studs without backer install in accordance with TCNA (HB) Method W241, mortar bed, with membrane where indicated.

6.27 CLEANING

- A. Clean tile and grout surfaces.
- B. Cleaning: On completion of placement and grouting, clean all tile surfaces so they are free of foreign matter.
 - 1. Remove latex-portland cement grout residue from tile as soon as possible.
 - 2. tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's written instructions and only with acids and concentrations specifically approved by the tile and grout manufacturer's printed instructions, but no sooner than 4 days after installation. Do not clean glazed tile with acid solutions. Protect metal surfaces, cast iron and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning.
 - 3. Remove temporary protective coating by method recommended by coating manufacturer that is acceptable to brick and grout manufacturer. Trap and remove coating to prevent it from clogging drains.

6.28 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure tile is without damage or deterioration at the time of Substantial Completion.
 - 1. Cleaner: When finished installation clean and free of cracked, chipped, broken, unbonded, and otherwise defective tile work.

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Specifications

Section 6: Material Requirements for Tile

2. Protective Covering: Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. Tape edges and joints continuously.
 3. Additional Hardboard Protection: Where tile surfaces will be subject to equipment or wheel traffic or heavy construction traffic, and during move-in of furniture and equipment, cover kraft paper with 1/4" hardboard or plywood. Tape edges and joint continuously.
 4. Prohibit foot and wheel traffic from tiled floors for at least 3 days after tile placement and 7 days after grouting is completed.
- B. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces. Clean tile surfaces in accordance with manufacturer's recommendations. Polish bright-glazed and polished-surface tiles.
1. Treatment: Apply penetrating surface treatment to finished tile work in accordance with manufacturer's instructions. Apply two coats unless otherwise indicated.
 - a. Glazed Tile Treatment: Treat glazed tiles with one application of surface treatment. Allow surface treatment to penetrate grout joints for time period recommended by manufacturer. Do not allow surface treatment to dry on surface of tile. Apply additional material if required to keep surface damp. Damp mop sealer off surface of tile after period recommended by manufacturer.
 2. Sealer: Apply sealer to finished tile work in accordance with manufacturer's instructions. Apply three coats unless otherwise indicated. Buff sealer to surface sheen to match samples and approved mock-up area.
- C. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

Division 4

Specifications

Section 7: Material Requirements for Countertops

7.01 SUMMARY

- A. Wall-hung counters and vanity tops.

7.02 RELATED REQUIREMENTS

- A. Section Tiling: Tile for countertops.

7.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2016, with Errata (2017).
- D. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.
- E. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- F. PS 1 - Structural Plywood; 2009.

7.04 SUBMITTALS

- A. See Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.
- D. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.
- G. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

Division 4

Specifications

Section 7: Material Requirements for Countertops

7.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.

7.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

7.07 FIELD CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

7.08 COUNTERTOPS

- A. Quality Standard: Premium Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
 - 1. Flat Sheet Thickness: 1/2-inch, minimum.
 - 2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
 - a. Manufacturers:
 - 1) Avonite Surfaces: www.avonitesurfaces.com/#sle.
 - 2) Dupont: www.corian.com/#sle.

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Specifications

Section 7: Material Requirements for Countertops

- 3) Formica Corporation: www.formica.com/#sle.
 - 4) Meganite, Inc: www.meganite.com/#sle.
 - 5) Relang International, LLC; DURASEIN:
www.duraseinusa.com/#sle.
 - 6) Wilsonart: www.wilsonart.com/#sle.
- b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
 - c. NSF approved for food contact.
 - d. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.
 - e. Color and Pattern: As selected by Architect from manufacturer's full line.
3. Other Components Thickness: 1/2-inch, minimum.
 4. Exposed Edge Treatment: Built up to minimum 1-1/4 inch thick; edge profile as indicated on drawings; use marine edge at sinks.
 5. Back and End Splashes: Same sheet material, square top; minimum 4 inches high.
 6. Skirts: As indicated on drawings.

7.09 MATERIALS

- A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch thick; join lengths using metal splines.
- B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

7.10 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
 1. Join lengths of tops using best method recommended by manufacturer.

Division 4

Specifications

Section 7: Material Requirements for Countertops

2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.
 3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.
- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
 2. Height: 4 inches, unless otherwise indicated.
- C. Solid Surfacing: Fabricate tops and wall panels up to 144 inches long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.
- D. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

7.11 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

7.12 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

7.13 INSTALLATION

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.

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Specifications

Section 7: Material Requirements for Countertops

- B. Seal joint between back/end splashes and vertical surfaces.

7.14 TOLERANCES

- A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.
- B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.
- C. Field Joints: 1/8 inchT wide, maximum.

7.15 CLEANING

- A. Clean countertops surfaces thoroughly.

7.16 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

Division 4

Specifications

Section 8: Counter Support Brackets

8.01 RELATED REQUIREMENTS

- A. Rough Carpentry
- B. Countertops
- C. Summary: Contract descriptions, description of alterations work, work by others, future work, occupancy conditions, use of site and premises, work sequence.

8.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- B. FM (AG) - FM Approval Guide; current edition.

8.03 QUALITY ASSURANCE

- A. Manufacturer qualifications: Firm specializing in designing, patenting, and fabricating unique aluminum storage systems, support brackets, handrails, and other architectural specialties with 10 years minimum successful experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

8.08 MANUFACTURED UNITS

- A. Basis of Design Manufacturer: USFUTABA; Model No. 72531-80 210; www.usfutaba.com.
- B. Description:
 - 1. Composition: Welded Steel.
 - 2. Size: 18-inch support arm; 18 Inch height.
 - 3. Color: black.
 - 4. Load carrying ability: 4,500 lbs per pair.
 - 5. Square mounting holes to lock bolt in place for single tool tightening
- C. Finish:
 - 1. Finish: Texture powder coated.

Division 4

Specifications

Section 8: Counter Support Brackets

8.09 ACCESSORIES

- A. Fasteners: Mounting bolts, nuts, lock, and Flat washers to be included; 3/8" x 3".

8.10 COORDINATION

- A. Coordinate provision of support brackets with design and fabrication of counter to be supported as specified in Section -Countertops to ensure compatibility of dimensions and load capacity.
- B. Coordinate requirements for stud spacing, blocking, and auxiliary structural supports to ensure adequate means for installation and anchorage of support brackets.

8.11 EXAMINATION

- A. Verification of Conditions: Verify that supporting wall structure is ready to receive bracket.

8.12 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Coordinate installation with countertop and plumbing fixture installation.
- C. Install brackets at counters. Verify locations and heights in field with Architect
- D. Install brackets rigidly to blocking and supporting substrate so that they are secure, plumb, and aligned.
- E. Install with fasteners of type, size, and quantity as supplied or recommended by bracket manufacturer for type of application and substrate.

END OF SECTION

Division 4 **Specifications**

Section 9: Material Requirements Access Doors and Panels

9.01 SUMMARY

- A. Access door and frame units, fire-rated, in wall locations.

9.02 REFERENCE STANDARDS

- A. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.

9.03 SUBMITTALS

- A. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
- B. Shop Drawings: Indicate exact position of all access door units.
- C. Manufacturer's Installation Instructions: Indicate installation requirements.
- D. Project Record Documents: Record actual locations of all access units.

9.04 ACCESS DOOR AND PANEL APPLICATIONS

9.05 MANUFACTURERS

- A. Access Doors:
 - 1. Acudor Products Inc: www.acudor.com.
 - 2. Karp Associates, Inc: www.karpinc.com.
 - 3. Milcor by Commercial Products Group of Hart & Cooley, Inc: www.milcorinc.com.
 - 4. Substitutions: See Section 01600 - Product Requirements.

9.06 ACCESS DOORS AND PANELS

- A. All Units: Factory fabricated, fully assembled units with corner joints welded, filled, and ground flush; square and without rack or warp; coordinate requirements with assemblies' units are to be installed in.
- B. Units in Fire Rated Assemblies: Fire rating equivalent to the fire rated assembly in which they are to be installed.

Division 4 **Specifications**

Section 9: Material Requirements Access Doors and Panels

1. Provide products listed and labeled by UL as suitable for the purpose specified and indicated.

9.07 WALL AND CEILING UNITS

- A. Access Doors: Factory fabricated door and frame units, fully assembled units with corner joints welded, filled, and ground flush; square and without rack or warp; coordinate requirements with assemblies units are to be installed in.

1. Material: Steel.
2. Door Style: Single thickness with rolled or turned in edges.
3. Material: Steel.

- B. Door and Frame Units: Formed steel.

1. Frames and flanges: 0.058-inch steel.
2. Door panels: 0.070-inch single thickness steel sheet.
3. Steel Finish: Primed.
4. Primed Finish: Polyester powder coat; manufacturer's standard color.
5. Sizes:
 - a. Walls: 12 x 12 inches.
6. Hardware:
 - a. Hinges for Non-Fire-Rated Units: Concealed, constant force closure spring type.
 - b. Hinge: Concealed constant force closure spring type.
 - c. Latch/Lock: Screwdriver slot for quarter turn cam latch.
7. Prime coat with alkyd primer.
8. Finish: One coat baked enamel, color as selected.

Division 4 **Specifications**

Section 9: Material Requirements Access Doors and Panels

9.08 EXAMINATION

- A. Verify that rough openings are correctly sized and located.

9.09 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Install frames plumb and level in openings. Secure rigidly in place.
- C. Position units to provide convenient access to the concealed work requiring access.

END OF SECTION

Division 4 **Specifications**

Section 10: Material Requirements Suspended Ceiling – Bid as Option

PRICE SEPARATELY AS BID ITEM OPTION

10.01 SUMMARY

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

10.02 RELATED REQUIREMENTS

- A. Joint Sealers: Acoustical sealant.

10.03 REFERENCE STANDARDS

- A. ASTM C635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products.
- E. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.

10.04 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

10.05 SUBMITTALS

- A. Shop Drawings: Indicate grid layout and related dimensioning.

Division 4 **Specifications**

Section 10: Material Requirements Suspended Ceiling – Bid as Option

1. Coordination drawings for reflected ceiling plans drawn accurately to scale and coordinating penetrations and ceiling-mounted items. Show the following:
 - a. Ceiling suspension members.
 - b. Method of attaching hangers to building structure.
 - c. Ceiling-mounted items including light fixtures; air outlets and inlets; speakers; sprinkler heads; and special moldings at walls, column penetrations, and other junctures with adjoining construction.
- B. Product Data: Provide data on suspension system components.
- C. Manufacturer's Installation Instructions: Indicate special procedures.
- D. Maintenance Materials: Furnish the following for Clayton County Water Authority's use in maintenance of project.
 1. See Product Requirements, for additional provisions.
 2. Extra Acoustical Units: Quantity equal to 5 percent of total installed.

10.06 QUALITY ASSURANCE

- A. Fire-Resistive Assemblies: Complete assembly listed and classified by UL for the fire resistance indicated.
- B. Fire-Performance Characteristics: Provide acoustical ceilings that are identical to those tested for the following fire-performance characteristics, per ASTM test method indicated below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
 1. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 for Class A products.
 - a. Flame Spread: 25 or less.
 - b. Smoke Developed: 50 or less.

Division 4 **Specifications**

Section 10: Material Requirements Suspended Ceiling – Bid as Option

2. Fire-Resistance Ratings: As indicated by reference to design designations in UL "Fire Resistance Directory," for types of assemblies in which acoustical ceilings function as a fire- protective membrane and tested per ASTM E 119.
 - a. a. Protect lighting fixtures and air ducts to comply with requirements indicated for rated assembly.
 3. Single-Source Responsibility for Ceiling Units: Obtain each type of acoustical ceiling unit from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
 4. Single-Source Responsibility for Suspension System: Obtain each type of suspension system from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
 - a. 1. Obtain suspension system from same manufacturer that produces acoustical ceiling units.
 5. E. Coordination of Work: Coordinate layout and installation of acoustical ceiling units and suspension system components with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system components (if any), and partition system (if any).
- C. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

10.07 FIELD CONDITIONS

- A. Space Enclosure: Do not install interior acoustical ceilings until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

Division 4 **Specifications**

Section 10: Material Requirements Suspended Ceiling – Bid as Option

- B. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

10.08 PROJECT CONDITIONS

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- C. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- D. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.
- E. Install acoustical units after interior wet work is dry.

10.09 ACOUSTICAL UNITS

- A. Manufacturers:
 - 1. Armstrong World Industries, Inc: www.armstrong.com.
 - 2. CertainTeed Corporation: www.certainteed.com.
 - 3. USG: www.usg.com.
 - 4. Mineral Base Panels - Water Felted, with Painted Finish and Perforated and Fissured Pattern, Non-Fire-Resistance Rated:
 - a. "Minaboard Cortega," Armstrong World Industries, Inc.
 - 5. Substitutions: See Section 01600 - Product Requirements.
- B. Acoustical Tile Type 1: Painted mineral fiber, ASTM E1264 Type III, with to the following characteristics:
 - 1. Size: 24 x 48 inches.

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2. Thickness: 5/8 inches.
3. Composition: Water felted.
4. NRC Range: .50 to .60, determined as specified in ASTM E1264.
5. Edge: Square.
6. Surface Color: White.
7. Surface Pattern: Non-directional fissured.
8. Product: Cortega by Armstrong Industries.
9. For use in all classrooms and nonpublic spaces. See below for tile to be used in corridors and vestibules.

10.10 SUSPENSION SYSTEM(S)

A. Manufacturers:

1. Same as for acoustical units.
2. Substitutions: See Product Requirements.

B. Suspension Systems - General: ASTM C635; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.

C. Exposed Steel Suspension System Type 1: Formed steel, commercial quality cold rolled; Heavy-duty.

1. Profile: Tee; 15/16-inch-wide face.
2. Construction: Double web.
3. Finish: White painted.
4. Nominal 1 1/2" x 1" standard zinc coated cold rolled steel, .018 inch thick, minimum perforated for cross tee at 6 inches on center, exposed surface baked enamel finish.

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- D. Fire-Rated Exposed Steel Suspension System: Formed steel, commercial quality cold rolled; light-duty.
 - 1. Profile: Tee; 15/16-inch-wide face.
 - 2. Construction: Double web.
 - 3. Finish: White painted.

- E. High Humidity Finish: Comply with ASTM C 635 requirements for Coating Classification or Severe Environmental Performance where high humidity finishes are indicated; including shower areas, pool areas, kitchen areas.
 - 1. Similar to PRELUDE PLUS XL by Armstrong - all aluminum.
 - 2. Structural Classification: ASTM C 635 duty class.

10.11 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.

- B. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper.
 - 1. Gage: Provide wire sized so that stress at 3 times hanger design load (ASTM C 635, Table 1, Direct-Hung), will be less than yield stress of wire, but provide not less than 0.106-inch diameter (12 gage).

- C. Perimeter Moldings: Same material and finish as grid.
 - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.

- D. Edge Moldings and Trim: Metal or extruded aluminum of types and profiles indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that fit type of edge detail and suspension system indicated.
 - 1. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

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2. 3. For acoustical tile adhered to substrate, provide edge moldings at ceiling perimeters and where indicated.
- E. Hold-Down Clips for Non-Fire-Resistance-Rated Ceilings: For interior ceilings composed of lay-in panels weighing less than 1 lb per sq. ft., provide hold-down clips spaced 2'-0" o.c. on all cross-tees.
- F. Impact Clips: Where indicated, provide manufacturer's standard impact clip system design to absorb impact forces against lay-in panels.
- G. At Concealed Grid: Provide exposed L-shaped molding.
- H. Acoustical Insulation:
 1. Thickness: 2 inches.
 2. Size: To fit acoustical suspension system.
- I. Gypsum Board: Fire rated type; 5/8 inch thick, ends and edges square, paper faced.
- J. Concealed Acoustical Sealant: Nondrying, nonhardening, nonskinning, nonstaining, nonbleeding, gunnable sealant complying with requirement specified in Division 7 Section "Joint Sealers."
- K. Gasket For Perimeter Moldings: Closed cell rubber sponge tape.
- L. Touch-up Paint: Type and color to match acoustical and grid units.

10.12 EXAMINATION

- A. Examine substrates and structural framing to which ceiling system attaches or abuts, with Installer present, for compliance with requirements specified in this and other sections that affect installation and anchorage of ceiling system. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Verify existing conditions before starting work.
- C. Verify that layout of hangers will not interfere with other work.

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10.13 INSTALLATION - SUSPENSION SYSTEM

- A. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.
 - 1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.
 - 2. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half-width units at borders and comply with reflected ceiling plans.
- B. Install suspension system in accordance with ASTM C 636, ASTM E 580, and manufacturer's instructions and as supplemented in this section.
- C. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- D. Arrange acoustical units and orient directionally patterned units in a manner shown by reflected ceiling plans.
- E. Suspend ceiling hangers from building structural members and as follows:
 - 1. Install all supporting clips and hangers prior to application of steel fireproofing.
 - 2. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, counters playing, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
 - 4. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eyescrews, or other devices that are secure and appropriate

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for substrate, and in a manner that will not cause them to deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.

5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eyescrews, or other devices that are secure and appropriate for structure to which hangers are attached as well as for type of hanger involved, and in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 6. Do not support ceilings directly from permanent metal forms; furnish cast-in-place hanger inserts that extend through forms.
 7. Do not attach hangers to steel deck tabs.
 8. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 9. Space hangers not more than 4'-0" o.c. along each member supported directly from hangers, unless otherwise shown, and provide hangers not more than 8 inches from ends of each member.
- F. Install edge moldings of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical units.
1. Sealant Bed: Apply continuous ribbon of acoustical sealant, concealed on back of vertical leg before installing moldings.
 2. Screw-attach moldings to substrate at intervals not over 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to tolerance of 1/8 inch in 12'-0". Miter corners accurately and connect securely.
- G. Install acoustical panels in coordination with suspension system, with edges concealed by support of suspension members. Scribe and cut panels to fit accurately at borders and at penetrations.
- H. Install hold-down clips in areas indicated and in areas where required by governing regulations or for fire-resistance ratings; space as recommended by panel manufacturer, unless otherwise indicated or required.

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10.14 CLEANING

- A. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.
- B. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- C. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- D. Provide hanger clips during steel deck erection. Provide additional hangers and inserts as required.
- E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- H. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- I. Do not eccentrically load system or induce rotation of runners.
- J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
 - 2. Overlap and rivet corners.
- K. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch movement. Maintain visual closure.

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- L. Install light fixture boxes constructed of gypsum board above light fixtures in accordance with fire rated assembly requirements and light fixture ventilation requirements.

10.15 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units' level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
 - 1. Cut to fit irregular grid and perimeter edge trim.
 - 2. Make field cut edges of same profile as factory edges.
- G. Where round obstructions occur, provide preformed closures to match perimeter molding.
- H. Lay acoustical insulation for a distance of 48 inches either side of acoustical partitions as indicated.
- I. Install hold-down clips on each panel to retain panels tight to grid system; comply with fire rating requirements.
- J. Install hold-down clips on panels within 20 ft of an exterior door.

10.16 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION

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Section 11: Material Requirements Paint and Coatings

11.01 SUMMARY:

- A. Touching up of shop applied prime coats.
- B. Preparation of surfaces to receive finishes.
- C. Priming and back-priming of interior finish carpentry.
- D. Painting, staining or otherwise finishing of all surfaces except as otherwise indicated.
- E. Related work specified elsewhere:
 - 1. Shop applied primer coats.
- F. Pre-finished items.

11.02 SUBMITTALS:

- A. Product Data:
 - 1. Submit complete list of products proposed for use at least 30 days prior to commencement of painting work. (Intent of Contractor to use products specified does not relieve him from responsibility of submitting product list).
 - 2. Indicate manufacturer, brand name, quality and type paint for each surface to be finished.
- B. Color samples: Provide Color samples for owner to choose

.11.03 DELIVERY, STORAGE AND HANDLING:

- A. Delivery: Deliver materials to project site ready-mixed in original containers with labels intact; labels bearing manufacturer's name, paint type, color and recommended installation and reducing procedures. Paint material containers not displaying manufacturer's product identification will not be acceptable.
- B. Storage and handling:
 - 1. Store materials in a dry, well ventilated, covered location.

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2. Maintain neat, clean conditions in storage area; remove rags and waste materials at end of each day's work.
3. Close containers at end of day's work. Leave no materials open.

11.04 JOB CONDITIONS:

1. Environmental requirements:
 - a. Comply with manufacturer's recommendations as to environmental conditions under which materials may be applied.
 - b. Apply no materials in spaces where dust is being generated.
 - c. Do not apply paint to damp or wet substrates.
 - d. Protection: Cover finished work of other trades and surfaces not being painted concurrently and prefinished items.
2. Safety precautions:
 - a. Provide temporary fire protection equipment in materials storage area.
 - b. Prohibit smoking in storage area.

11.05 QUALITY ASSURANCE

- A. Primers, undercoat paint and finish coat paint materials shall be products of a single manufacturer unless otherwise specified.
- B. Color charts: Submit two sets of color charts from paint manufacturers proposed for use, for color selections by Owner
- C. Brush-out samples:
 1. Following color selection by Owner or issuance of color schedule, prepare actual brush-out samples of each paint, stain or finish actually required for use on the project.
 2. Submit minimum 8" x 10", brush-out samples in duplicate. Apply products in number of coats specified for actual work.
 3. Provide brush-out samples on the following substrates:

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- a. To simulate drywall, lumber, board products and metals for paint finish: Heavy Poster Board or Hardboard.
- b. To simulate wood for transparent finish provide sample(s) of: Actual species and grade specified.

11.06 MANUFACTURERS:

- A. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
 1. In the event that a single manufacturer cannot provide all specified products, minor exceptions will be permitted provided approval by Owner is obtained using the specified procedures for substitutions.
 2. Substitution of MPI approved products by a different manufacturer is preferred over substitution of unapproved products by the same manufacturer.
 3. Substitutional a paint different system using MPI approved products by the same manufacturer will be considered.
- B. Acceptable manufacturers; subject to compliance with specified requirements: (Do not use ICI products)
 1. Benjamin Moore Co.
 2. Porter Paints
 3. Sherwin-Williams Co.
 4. PPG Industries

11.07 PAINT SYSTEMS - INTERIOR

- A. All interior Surfaces Indicated to be painted, unless otherwise indicated: including gypsum board, concrete, concrete masonry, wood, uncoated steel, shop praived steel, galvanized steel and aluminum.
 1. Two topcoats and on coat primer.
 2. Eggshell: MPI gloss level 5; use this sheen at door frames, toilets, and other heavy traffic areas to be painted.
 3. Primer(s) as recommended by manufacturer of topcoats.

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Section 11: Material Requirements Paint and Coatings

11.08 PAINTING MATERIALS:

- A. Standard of quality: Products specified herein are as manufactured by the listed companies. and shall be the basis for the standard of quality. Products of other acceptable manufacturers specified, similar in material, type, and quality, may be acceptable for use subject to approval of specified product data submittal. All products shall be the manufacturers' highest quality products.
- B. Where products other than those of the manufacturer listed as the standard of quality are specified in Painting Schedule, such products have been selected to achieve specific results and substitutions will be allowed only in accordance with Product Options and Substitutions section.
- C. Miscellaneous materials:
 - 1. Paint thinners and tints shall be products of same manufacturer as paints or approved by him for use with his products.
 - 2. Shellac, turpentine, patching compounds, and similar materials required for execution of work shall be compatible with painting materials and surfaces applied.
- D. Paint and stain colors shall be as scheduled with final approval based on brush-out sample submittal.

11.09 PREPARATION:

- A. Surfaces to receive finishes shall be dry and free of debris, oils, dust, or other deleterious materials. Before application of coatings, quality assurance inspection shall have been performed and approved by the paint manufacturer.
- B. Treat mildewed surfaces with a solution of one quart hypochlorite bleach with 2 oz of tri-sodium phosphate to one gallon water. Rinse and allow to dry prior to painting.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Lumber, plywood, and veneered wood surfaces:
- E. Apply shellac, maximum two pounds cut to knots, pitch, and resinous sapwood prior to application of the first coat of paint. For stained surfaces, treat knots,

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pitch, and resinous sapwood in accordance with stain manufacturer's recommendations.

- F. For Gypsum Board surfaces to receive paint finish, fill nail holes, and pin holes in the in-fill window panels, cracks, joints, and defects with spackling compound. Apply after the first coat of paint.
- G. For surfaces to receive transparent finish, fill all nail holes, cracks, and defects with wood filler matching finish color.
- H. Sand surfaces smooth using fine grit sandpaper. Dust to remove debris.
- I. Gypsum drywall: Fill narrow, shallow cracks, and small holes with patching compound. Allow to dry and sand smooth without raising nap of wallboard paper.
- J. Galvanized metal: Wash with xylol to remove grease, oil, and contaminants. Wipe dry with clean cloth. Where there is much peeling of finish paint on existing galvanized metal, consider removing remaining paint and leaving the metal unpainted.
- K. Aluminum:
 - 1. Sand or scrape to remove oxides.
 - 2. Wash with xylol to remove grease, oil, and contaminants. Wipe dry with clean cloth.
- L. Ferrous metals:
 - 1. Wire brush or sandpaper to remove rust and mill scale.
 - 2. Solvent clean with xylol to remove grease, oil, and contaminants. Wipe dry with clean cloth.
 - 3. Prime with Devoe 167 pre-prime epoxy penetrating primer.
- M. Wood doors, cabinets, and shelving for field finishing with polyurethane satin clear:
 - 1. Sand wood surfaces using hand block or vibrator sander with 120 to 180 grit sandpaper to remove handling marks, scoffs, scratches, raised grain and effects of moisture exposure to provide smooth surface for finishing.

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2. Do not use steel wool on doors.
3. Sand and finish with door laid in a horizontal position.
4. Dust or vacuum surfaces to remove sanding debris, leaving doors in clean condition for finishing.
5. Remove dust on natural finished varnished doors, cabinets, and shelves with cloths saturated with deglosser solvent one hour before finishing with polyurethane varnish.

N. Existing painted wood surfaces:

1. Sand using hand block or vibrator sander with 120 to 180 grit sandpaper.
2. Clean all surfaces with clean water containing 2 oz. tri-sodium phosphate per gallon. Let air dry.

11.10 APPLICATION:

- A. Apply paint only when moisture content of surfaces is within manufacturer's recommended limits. Apply paint materials using clean brushes, rollers, or spraying equipment.
- B. Apply materials at rate recommended by the paint manufacturer for surface being painted, less ten percent for losses.
- C. Comply with manufacturer's recommendations for drying time between coats.
- D. Sand and dust between coats to remove visible defects when viewed from a distance of five feet.
- E. Finish coats shall be smooth, free of brush marks, streaks, laps, or pile-up of paint, skipped or missed areas.
- F. Make edges of paint adjoining other materials or colors clean and sharp without overlapping.
- G. Primer coats may be omitted for surfaces specified to receive factory applied primer if primer is compatible with finish coats. If factory applied primer coats are not compatible with finish coats, substitute a bond coat or other surface

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preparation measures as recommended by paint manufacturer for specified finish coats at no additional cost to Owner.

1. Where two-coat finish is specified, prime coat shall be tinted to approximate finish color.
 - H. Where portion of finish on drywall partition is damaged or unacceptable, refinish entire surface of partition.
 - I. Back-prime finish carpentry and millwork with material specified for prime coat, without runs on face. Finish cut edges prior to installation.
 - J. Paint inside of ductwork flat black for entire area visible through ceiling openings. Paint underside of ductwork and other above-ceiling items flat black for entire area visible through ceiling openings.
 - K. Seal tops and bottoms of interior doors with prime coat only; side edges shall be finished same as faces.
 1. Finish all edges of exterior doors same as faces.
 - L. Paint exposed piping and ductwork in occupied areas same as adjacent wall surfaces.
 - M. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items, or provide in-place protection prior to painting adjacent surfaces. Upon completion of each space, carefully replace all removed items.
- 11.11 PAINTING SCHEDULE:
- A. All wall surfaces, not prefinished shall be field painted or coated. There shall be no unfinished gypboard or other surfaces allowed.
 - B. Surfaces not requiring painting:
 1. Pre-finished surfaces and items.
 2. Concealed ductwork, conduit, and piping, except as visible from completed spaces.
 3. Concrete, block, or drywall surfaces above finished ceilings.

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- C. The quantities of coats specified are minimums. Contractor is responsible for application of any additional coats necessary to achieve required coverage and color uniformity.

11.12 MAINTENANCE MATERIALS:

- A. Furnish minimum one gallon of each paint color and finish used on project for Owner's maintenance use.
- B. Properly identify each container with manufacturer, color name, product number, and color formula
- C. Store materials at location designated by the Owner.

END OF SECTION

Division 4 **Specifications**

Section 12: Material Requirements Solid Plastic Toilet Compartments

12.01 SUMMARY

- A. Solid-polymer plastic toilet compartments, consisting of:
 - 1. Floor-mounted overhead-braced toilet compartments.
 - 2. Wall-mounted urinal screens.
- B. Compartment installation hardware.
- C. Compartment door hardware.

12.02 RELATED SECTIONS

- A. Section Toilet, Bath, and Laundry Accessories: Accessories to be installed in toilet compartments.

12.03 SUBMITTALS

- A. See submittal procedures.
- B. Product Data: Manufacturer's printed literature indicating typical panel, pilaster, door, hardware and fastening.
- C. Shop Drawings:
 - 1. Dimensioned plans indicating layout of toilet compartments.
 - 2. Dimensioned elevations indicating heights of doors, pilasters, separation partitions, and other components; indicate locations and sizes of openings in compartment separation partitions for toilet and bath accessories to be installed in partitions; indicate floor and ceiling clearances.
 - 3. Details indicating anchoring components and methods for project conditions; indicate components required for installation, but not supplied by toilet compartment manufacturer.
- D. Samples: Manufacturer's color cards representing manufacturer's full color palette.
 - 1. Sample of partition material
 - 2. Sample of each hardware to be used.

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12.04 DELIVERY, STORAGE AND HANDLING

- A. Store compartment components in unopened cartons laid flat until installation, with adequate support to ensure flatness and to prevent damage to prefinished surfaces.

12.05 ENVIRONMENTAL REQUIREMENTS

- A. Do not deliver materials or begin construction activities of this section until building is enclosed, with complete protection from outside weather, and building temperature maintained at a minimum of 60 degrees F.

12.06 SEQUENCING

- A. Obtain accessory manufacturer's installation instructions and installation templates for toilet and bath accessories to be installed in compartment separation partitions; supply instructions and templates to installer before beginning construction activities of this Section.

12.07 MANUFACTURERS

- A. Acceptable Manufacturer: Global Steel Products, Inc; 95 Marcus Blvd., Deer Park NY 11729-4595; telephone 516-586-3330, FAX 516-586-3455.

12.08 SOLID POLYMER PLASTIC TOILET COMPARTMENTS

- A. Acceptable Product: Santana - Solid Plastic
- B. Embassy Solid Plastic Toilet Compartments.
- C. General Partitions, Inc.
- D. Rockville Partitions Incorporated
- E. Panels:
 - 1. Nominal thickness: 1 inch, thickness tolerance plus or minus 0.03 inch.
 - 2. Construction: Single sheet solid-polymer plastic material, formed from waterproof, non-absorbent, high density polyethylene resins; mark-resistant self-lubricating surface; edges finished smooth.
- F. Pilasters:

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1. Nominal thickness: 1 inch, thickness tolerance plus or minus 0.03 inch.
2. Construction: Single sheet solid-polymer plastic material, formed from waterproof, non-absorbent, high density polyethylene resins; mark-resistant self-lubricating surface; edges finished smooth.
3. Pilaster installation hardware preparation: Two holes, diameter to accept 3/8 inch threaded rod, drilled into core at pilaster base end, parallel to pilaster vertical axis, intersecting centerlines of two holes, diameter to accept Plug-Loc(tm) installation hardware, drilled through pilaster perpendicular to pilaster face and 1 inch from pilaster base end.

G. Doors:

1. Nominal thickness: 1 inch, thickness tolerance plus or minus 0.03 inch.
2. Construction: Single sheet solid-polymer plastic material, formed from waterproof, non-absorbent, high density polyethylene resins; mark-resistant self-lubricating surface; edges finished smooth.
3. Hinge preparation: Prepare doors for heavy-duty "bank vault" hinges.

H. Color: Selected from manufacturer's full color palette.

12.09 ACCESSORIES

- A. Hardware, accessories, and mounting brackets: Selected by Owner, after contract award, from manufacturer's standard styles.
- B. Hinge: Self-closing, continuous piano style hinge, recess-mounted within door; adjustable to permit door to rest at any angle.
- C. Latch for nonhandicapped compartments: Surface-mounted type, with emergency access feature. Provide stop and keeper with rubber bumper.
- D. Latch for handicapped compartments: Surface-mounted sliding latch (for inner side of compartment doors), with emergency access feature, designed for use by handicapped persons.
- E. Door pull for handicapped compartments (for outer side of compartment doors): Suitable for use by handicapped persons.

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- F. Combination coat hook with rubber bumper: Provide unit of sufficient length to prevent compartment door from striking installed toilet accessories.
- G. Leveling-and-anchorage devices: Rust-resistant steel devices as recommended by panel manufacturer for installation of panels in conditions indicated.
- H. Pilaster shoes: ASTM A 167 (Type 302/304) minimum 20 gage stainless steel, finish to match compartment hardware. Minimum shoe height: 3 inches.
- I. Fasteners: Tamper-resistant rust-proof, exposed fasteners as recommended by panel manufacturer for installation of panels and hardware in conditions indicated. Finish to match hardware.
- J. Overhead bracing: Antigrip headrail bracing fabricated from continuous extruded aluminum, clear anodized finish.
- K. Pilaster Shoes: Four-piece Type 304 stainless steel assembly, No. 4 satin finish, hemmed top and bottom edges.
- L. Pilaster Anchors: Manufacturer's standard floor anchor with leveling adjustment, concealed by pilaster shoe after installation.
- M. Brackets: Heavy duty extruded anodized aluminum, three brackets per connection.
- N. Urinal Screen Brackets: Manufacturer's standard full height 38 inch long heavy duty anodized extruded aluminum, prepared for fastening hardware.
- O. Brackets: Die-cast No.304 stainless steel, No.4 satin finish, with through bolts and fasteners of same material and finish with tamper-resistant heads.
- P. Urinal Screen Brackets: Manufacturer's standard die-cast No.304 stainless steel, No.4 satin finish, prepared for fastening hardware.
- Q. Door Hardware:
 - 1. Top hinge: Heavy-duty "bank vault" type, die-cast aluminum alloy with brushed chrome-plated finish; wrap-around pilaster and door mounting, through-bolted.
 - 2. Bottom hinge: Same as top hinge, with gravity-acting cams.

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3. Latch: Non-ferrous, satin chrome-plated, slide latch, through-bolted.
4. Strike and Keeper: Permitting emergency access by lifting the door until latch is clear of keeper; satin chrome-plated finish; through-bolted.
5. Coat Hook and Bumper: Non-ferrous, chrome-plated, with black rubber tip for door stop.
6. Fastening Hardware: Manufacturer's standard, No.304 stainless steel, No.4 satin finish, through-bolts and attachment fasteners with tamper-resistant heads.

12.10 EXAMINATION

A. Verification of Conditions:

1. Measure areas to receive compartments; verify area dimensions are in accordance with shop drawings.
2. Verify built-in framing, anchorage, bracing, and plumbing fixtures are in correct location.

B. Installer's Examination:

1. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
2. Transmit two copies of installer's report to the Owner within 24 hr of receipt.
3. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.
4. Beginning construction activities of this section indicates installer's acceptance of conditions.

12.11 PREPARATION

A. Surface Preparation:

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1. Prepare openings in compartment separation partitions for toilet and bath accessories to be installed in partitions; marring of partition finish is prohibited.
2. Locate openings in accordance with shop drawings and manufacturer's installation instructions and templates.

12.12 INSTALLATION

- A. Install compartments to specified tolerances in accordance with shop drawings and manufacturer's printed installation instructions .
- B. Attach components to adjacent materials and to other components using purpose-designed fastening devices.
- C. Adjust pilaster anchors for floor variations; conceal anchors with pilaster shoes.
- D. Equip each compartment door with top and bottom hinges, and door latch.
- E. Install door strike keeper on pilasters in alignment with door latch.
- F. Equip each compartment door with one coat hook and bumper.
- G. Installation Tolerances:
 1. Maximum variation from plumb or level: 1/8 inch.
 2. Maximum displacement from indicated position: 1/8 inch.
 3. Clearance between wall surface and panels or pilasters: 1-1/2 inch maximum.

12.13 ADJUSTING

- A. Adjust door hardware for uniform clearance between doors and pilasters.
- B. Adjust door hinges to attain free movement, to locate in-swinging doors in partial open position when unlatched; and to return out-swinging doors to closed position.
- C. Adjust door hardware to align door strike keeper on each pilaster with door latch.

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Section 12: Material Requirements Solid Plastic Toilet Compartments

12.14 PROTECTION OF INSTALLED PRODUCTS

- A. Prevent damage to product finishes by subsequent construction activities.
- B. Replace components having damaged finish.
- C. Remove factory protective coverings and clean finish surfaces in accordance with manufacturer's instructions before final inspection.

END OF SECTION

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Section 13: Construction Standards – Cutting and Patching

13.01 SUMMARY

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

13.02 RELATED REQUIREMENTS

- A. Section Administrative Requirements: Submittals procedures, electronic document submittal service.
- B. Section Quality Requirements: Testing and inspection procedures.
- C. Section Temporary Facilities and Controls: Temporary interior partitions.
- D. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.

13.03 SUBMITTALS

- A. Administrative Requirements, send to General Services Director
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.

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Section 13: Construction Standards – Cutting and Patching

3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.
5. Work of Owner or separate Contractor.
6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Effect on work of Owner or separate Contractor.
 - f. Written permission of affected separate Contractor.
 - g. Date and time work will be executed.

13.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 1. Minimum of 5 years of documented experience.

13.05 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

Division 4 **Specifications**

Section 13: Construction Standards – Cutting and Patching

1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
2. Indoors: Limit conduct of especially noisy interior work to the weekends or after business hours as approved by General Services Director.

13.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

13.07 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

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Specifications

Section 13: Construction Standards – Cutting and Patching

- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section Product Requirements.

13.08 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of [10] days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: If required obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, similar documents, etc.
 - 4. Submit maintenance material submittals specified in individual including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Owner. Label with manufacturer's name and model number where applicable.
 - 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of [10] days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Complete startup and testing of systems and equipment.

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Section 13: Construction Standards – Cutting and Patching

2. Perform preventive maintenance on equipment used prior to Substantial Completion.
 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems
 4. Participate with Owner in conducting inspection and walkthrough
 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 6. Remove labels that are not permanent labels.
 7. Complete final cleaning requirements, including touchup painting.
 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of [10] days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, General Services Director will either proceed with inspection or notify Contractor of unfulfilled requirements.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

13.09 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.

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Section 13: Construction Standards – Cutting and Patching

- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

13.10 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

13.11 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

13.12 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

Division 4 **Specifications**

Section 13: Construction Standards – Cutting and Patching

1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to General Services Director before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
1. Provide, erect, and maintain temporary dustproof partitions
 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
 2. Relocate items indicated on drawings.
 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.

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Section 13: Construction Standards – Cutting and Patching

3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to General Services Director.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for General Services Director to review and request instructions.

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Section 13: Construction Standards – Cutting and Patching

- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, recover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

13.13 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.

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Section 13: Construction Standards – Cutting and Patching

7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

13.14 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

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Section 13: Construction Standards – Cutting and Patching

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

13.15 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

13.16 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

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Section 13: Construction Standards – Cutting and Patching

13.17 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

13.18 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

13.19 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify General Services Director when work is considered ready for General Services Director's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for General Services Director's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing General Services Director and Contractor's comprehensive list of

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Section 13: Construction Standards – Cutting and Patching

items identified to be completed or corrected and submit to General Services Director.

- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify General Services Director when work is considered finally complete and ready for General Services Director's Substantial Completion final inspection.

13.20 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

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Specifications

Section 14: Rough Carpentry

14.01 SUMMARY

- A. Non-structural dimension lumber framing.
- B. Preservative treated wood materials.
- C. Fire retardant treated wood materials.
- D. Concealed wood blocking, nailers, and supports.

14.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. AWWA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association.
- C. PS 1 - Structural Plywood.
- D. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce).
- E. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.

14.03 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

14.04 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.

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Section 14: Rough Carpentry

2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

- B. Lumber fabricated from old growth timber is not permitted.

14.05 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:

1. Lumber: S4S, No. 2 or Standard Grade.
2. Boards: Standard or No. 3.

14.06 CONSTRUCTION PANELS

- A. Other Applications:
 1. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 2. Other Locations: PS 1, C-D Plugged or better.

14.07 ACCESSORIES

- A. Fasteners and Anchors:
 1. Metal and Finish: Stainless steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.

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Specifications

Section 14: Rough Carpentry

14.08 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 - 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 - 1. Manufacturers:
 - a. Arch Wood Protection, Inc: www.wolmanizedwood.com.
 - b. Viance, LLC: www.treatedwood.com.
 - c. Osmose, Inc: www.osmose.com.
 - 2. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb./cu ft retention.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber exposed to weather.
 - c. Treat lumber in contact with roofing, flashing, or waterproofing.
 - d. Treat lumber in contact with masonry or concrete.
 - 3. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb./cu ft retention.
 - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.

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Section 14: Rough Carpentry

4. Preservative Pressure Treatment of Lumber in Contact with Soil: AWWPA U1, Use Category UC4A, Commodity Specification A using waterborne preservative to 0.4 lb./cu ft retention.
 - a. Preservative for Field Application to Cut Surfaces: As recommended by manufacturer of factory treatment chemicals for brush-application in the field.
 - b. Restrictions: Do not use lumber or plywood treated with chromated copper arsenate (CCA) in exposed exterior applications subject to leaching.

14.09 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.
- D. Provide fastenings within three inches of member ends.
- E. Leave 1/2" spaces between ends of abutting wood blocking around roof perimeter for ventilation.
 1. Leave appropriate spacing between other abutting wood assemblies to allow for expansion without buckling/deformation.

14.10 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

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Section 14: Rough Carpentry

- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- E. Specifically, provide the following non-structural framing and blocking:
 - 1. Cabinets and shelf support.
 - 2. Wall brackets.
 - 3. Handrails.
 - 4. Grab bars.
 - 5. Towel and bath accessories.
 - 6. Wall-mounted door stops.

14.11 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

14.12 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

14.13 CLEANING

- A. Waste Disposal
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.

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Section 14: Rough Carpentry

- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

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Specifications

Section 15: Construction Standards – Joint Sealers

15.01 SUMMARY

- A. Sealants and joint backing.
- B. Pre-compressed foam sealers.
- C. Hollow gaskets.

15.02 RELATED REQUIREMENTS

- A. Firestopping: Firestopping sealants.
- B. Gypsum Board Assemblies: Acoustic sealant.
- C. Tile: Sealant used as tile grout.

15.03 REFERENCE STANDARDS

- A. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; www.aqmd.gov.

15.04 SUBMITTALS

- A. See Administrative Requirements, for submittal procedures.

15.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

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Section 15: Construction Standards – Joint Sealers

15.06 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

15.07 WARRANTY

- A. See Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a one year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

15.08 MANUFACTURERS

A. Silicone Sealants:

1. Bostik Inc: www.bostik-us.com.
2. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.
3. Pecora Corporation: www.pecora.com.
4. BASF Construction Chemicals-Building Systems: www.chemrex.com.

B. Polyurethane Sealants:

1. Bostik Inc: www.bostik-us.com.
2. Pecora Corporation: www.pecora.com.
3. BASF Construction Chemicals-Building Systems: www.chemrex.com.

C. Acrylic Sealants:

1. Tremco Global Sealants: www.tremcosealants.com.

D. Butyl Sealants:

1. Bostik Inc: www.bostik-us.com.
2. Pecora Corporation: www.pecora.com.
3. Substitutions: See Section 01600 - Product Requirements.

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Section 15: Construction Standards – Joint Sealers

- E. Preformed Compressible Foam Sealers:
 - 1. EMSEAL Joint Systems, Ltd: www.emseal.com.
 - 2. Sandell Manufacturing Company, Inc: www.sandellmfg.com.
 - 3. Dayton Superior Corporation: www.daytonsuperior.com.

15.09 SEALANTS

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
 - 1. Color: Match adjacent finished surfaces.
 - 2. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
- C. Bathtub/Tile Sealant: White silicone; ASTM C920, Uses I, M and A; single component, mildew resistant.
 - 1. Applications: Use for:
 - a. Joints between plumbing fixtures and floor and wall surfaces.
 - b. Joints between kitchen and bath countertops and wall surfaces.
- D. Acoustical Sealant for Concealed Locations:
 - 1. Applications: Use for concealed locations only:
 - a. Sealant bead between top stud runner and structure and between bottom stud track and floor.
- E. Acrylic Sealant: ASTM C920, Grade NS, Class 12-1/2, Uses NT, M, A, O; single component, solvent curing, non-staining, non-bleeding, non-sagging.

Division 4

Specifications

Section 15: Construction Standards – Joint Sealers

1. Color: Match adjacent finished surfaces.
2. Movement Capability: Plus and minus 12-1/2 percent.
3. Service Temperature Range: -13 to 180 degrees F.
4. Shore A Hardness Range: 25 to 50.

15.10 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

15.11 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

15.12 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

15.13 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

Division 4

Specifications

Section 15: Construction Standards – Joint Sealers

- B. Perform installation in accordance with ASTM C1193.
 - C. Perform acoustical sealant application work in accordance with ASTM C919.
 - D. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of the joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
 - E. Install bond breaker where joint backing is not used.
 - F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
 - G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
 - H. Tool joints concave.
 - I. Pre-compressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.
 - J. Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal all joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.
- 15.14 CLEANING
- A. Clean adjacent soiled surfaces.
- 15.15 PROTECTION
- A. Protect sealants until cured.

END OF SECTION

ATTACHMENT A

Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment

STATE OF GEORGIA
COUNTY OF CLAYTON

WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS
UPON INTERIM 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 located in the City of _____, County of _____, and is owned by the Clayton County Water Authority and more particularly described as follows:

_____ [describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, 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 it has upon the foregoing described property or any rights against any labor and/or material bond through the date of _____ [date of signature] and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

COUNTERPARTS AND ELECTRONIC SIGNATURES: This Waiver 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 instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

(Signature of Deponent) (SEAL)

(Printed/Typed Name and Title)

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

(Company Name)

(Witness)

(Address)

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)

ATTACHMENT B

Waiver and Release of Lien and Payment Bond Rights Upon Final Payment

STATE OF GEORGIA
COUNTY OF CLAYTON

WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS
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 located in the City of _____, County of _____, and is owned by the Clayton County Water Authority and more particularly described as follows:

[describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, 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 it has upon the foregoing 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 Clayton County Water Authority for said property.

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED BELOW UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

COUNTERPARTS AND ELECTRONIC SIGNATURES: This Waiver 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 instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an

original executed signature page.

PERSONALLY, APPEARED BEFORE ME, the undersigned officer, duly authorized by law to administer oaths, comes _____ (the "Deponent"), who after first being duly sworn according to law, deposes and says under oath as follows:

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.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

(Signature of Deponent) (SEAL)

(Printed/Typed Name and Title)

(Witness) (Address)

NOTARY ACKNOWLEDGMENT

Sworn to and subscribed 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)

ATTACHMENT C

W-9 Form

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> 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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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.

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 ▶
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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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.

ATTACHMENT D

Vendor Information Form



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: _____

Phone Number: _____ Fax #: _____

E-Mail Address: _____

Mailing Address: _____

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): _____

Payment Terms: NET 30 DAYS Other: _____

PRODUCTS / SERVICES PROVIDED:
Provide NIGP Code(s)

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.

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 Certification from any other entity is not needed at this time.

ATTACHMENT E

Bid Package Label

PACKAGE LABEL

Please affix below label to the outside of your sealed envelope or package in order to route it to the proper location timely. Packages received after the specified date and time will be deemed non-responsive.



DELIVER TO: CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road
Morrow, GA 30260
Attention: PROCUREMENT



CCWA Headquarters Restroom Renovations

Bid ID # 2023-GS-08

Due Date and Time: Tuesday, April 4, 2023 at 2:00 p.m. local time

VENDOR NAME: _____

Address: _____

City, State, Zip: _____

DRAWINGS

To access the Drawings, please click [HERE](#).

ADDENDA