



REQUEST FOR BID

J W SMITH WATER PRODUCTION PLANT ADMINISTRATIVE AND FILTER BUILDING ROOF REPLACEMENT

Bid Number 2024-WP-05

January 2024

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

Virtual Teams Bid Opening Meeting	Tuesday, March 5, 2024, at 2:00 p.m. local time
Non-Mandatory Pre-Bid Virtual Teams Meeting	Tuesday, February 20, 2024, at 2:00 p.m. local time
Mandatory Site Visit	Tuesday, February 20, 2024, at 3:00 p.m. local time <i>JW Smith Water Production Plant 82 Northbridge Road, Hampton, GA 30228</i>

This bid has a SLBE BID DISCOUNT

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Addenda

(None issued at this time)

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Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **J W Smith Water Production Plant Administrative and Filter Building Roof Replacement**

The Clayton County Water Authority will open sealed bids from experienced contractors via a Virtual Teams Meeting on **Tuesday, March 5, 2024, at 2:00 p.m. (local time)** for the J W Smith Water Production Plant Administrative and Filter Building Roof Replacement project.

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

A Non-Mandatory Pre-Bid Virtual Teams Meeting will be held on **Tuesday, February 20, 2024, at 2:00 p.m. (local time)**.

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

[Join Microsoft Teams Meeting](#)

Dial phone number: 1 912-483-5368

Conference ID: 188 588 038#

A Mandatory Site Visit will be held on **Tuesday, February 20, 2024, at 3:00 p.m. (local time)** at 82 Northbridge Road, Hampton, GA 30228. Late entries will not be accepted. **Please note that bids will not be accepted from Bidders who do not attend the Site Visit.**

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

In an effort to promote responsible environmental practices the bid package is available in electronic (Adobe PDF) format and can be requested via e-mail at **CCWA_Procurement@ccwa.us**. 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.

*Clayton County Water Authority By:
Chairman Cephus Jackson*

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 for services related to the removal and replacement of the existing built-up roof system for the J W Smith Water Production Plant Administration and Filter Building. Specifications herein describe the work to be completed under this contract.

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.

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

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 **Thursday, February 22, 2024**. 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 bidding to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the Bid, and any Bidder agrees that tender of a Bid constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the CCWA.

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

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Section 1: Instructions to Bidders

10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the Bid may Bid all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for sixty (60) 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

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Section 1: Instructions to Bidders

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 CCWA Procurement and Compliance 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. destination freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.
23. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.

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Bid Requirements

Section 1: Instructions to Bidders

25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
26. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible 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 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. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of error(s).
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:

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Section 1: Instructions to Bidders

- 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.
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.

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Section 1: Instructions to Bidders

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>.

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2**Bid Requirements****Section 2 Risk Management Requirements**

The Contractor will provide minimum insurance coverage and limits as per the following:

The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide a minimum of thirty (30) day advance written notice to the Authority in the event of cancellation, material change, or nonrenewal of policies required under the contract to the Authority. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, licensed or approved to do business in the State of Georgia, and rated Secure (“A-”, “VII” or better) by A.M. Best’s Insurance Guide throughout the duration of the contract. The letter denotes the company’s financial strength, and the Roman numeral represents the financial size of the carrier. 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. The insurer shall agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Authority, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation from the insurer.

As the risk management requirements herein are minimum required insurance coverage and limits, the risk management director may require additional and/or increase in coverage and limits driven by the complexity of the relevant contract.

Authority requires insurance on an “occurrence” basis whenever possible. Policies written on a “claims made” basis (e.g. cyber, professional liability and pollution liability) require the inclusion of the following provisions:

- (a) The retroactive date must be shown on the certificate of insurance (or provided a copy of the declarations page showing it).
- (b) Insurance must be maintained for at least two (2) years after completion of the work and/or contract.
- (c) If coverage is canceled or non-renewed after the work has been completed and/or the contract has ended, the contractor must purchase the extended reporting period for at least two (2) years.

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Section 2 Risk Management Requirements

ALL CONTRACTS

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability MINIMUM limits of \$500,000 bodily injury for each Accident, \$500,000 bodily injury for each Disease, and \$500,000 bodily injury by Disease for each Employee. Disease \$100,000 each employee, \$500,000 Disease policy limit. If any work is performed out of state including any remote worker, then those states must be covered as well. If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes.

Automobile Liability – Automobile liability required for all contracts except for products or services that are remote only or are delivered by professional delivery service. ISO policy form CA0001 or its equivalent liability coverage. Coverage shall be included for any owned, leased, hired, or non-owned autos (ISO symbol 1 is preferred). For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy. Sole proprietors shall provide the same limits as stated above via a personal auto policy plus an umbrella. Uninsured motorist coverage should be equal to the per occurrence limit except for contracts with other governmental entities.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of

AS APPLICABLE

Crime Liability – Crime Liability required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers. Any use of crypto currencies must be pre-approved by the risk management department.

Cyber Liability – Cyber Liability required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts. Coverage shall include the minimum: Information Security & Privacy Liability, Regulatory Fines and Penalties, Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed, and Ransomware. Since cyber insurance policies are written on a claims made basis insurance must be maintained for at least two (2) years after completion of the work and/or contract.

Professional Liability (Errors & Omissions) – Professional Liability required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

Terrorism Liability – Terrorism Liability required on specific contracts stated by the risk management department including but not limited to: 1) all contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000; and 2) all special events that are highly visible, politically sensitive, or have more

Division 2**Bid Requirements****Section 2 Risk Management Requirements**

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. The general aggregate and products & completed operations aggregate should be at least twice the minimum required occurrence limit. Policy shall be written on an Insurance Services Office (ISO) industry form CG0001 2010 or newer. Contracts involving any youths or children under 18 should also be required to provide proof of coverage for sexual abuse & molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis, insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.

than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors.

Aviation Liability - required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO). Coverage should include owned, hired, and non-owned aircraft/ aviation.

Liquor Liability –required for all third-party services and contracts involving selling, distributing, or serving alcohol. Coverage should be full liquor liability and not “host” liquor if it is being sold.

Sexual Abuse & Molestation Liability –required for all contracts and services involving youths, children, special needs, or senior citizens. Must be maintained for at least two (2) years after completion of the work and/or contract.

[LIMITS OF LIABILITY ON NEXT PAGE]

Division 2

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Section 2 Risk Management Requirements

LIMITS OF LIABILITY (Commercial General):

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal & Advertising Injury
\$500,000	Damages to Premises/Fire Legal
\$5,000	Medical Payments

LIMITS OF LIABILITY (Automobile):

\$1,000,000	Combined Single Limit OR
\$500,000	Per Person
\$500,000	Per Occurrence
\$100,000	Property Damage
\$1,000	Medical Payments

LIMITS OF LIABILITY (Crime):

\$1,000,000	Employee Dishonesty
\$1,000,000	Funds Transfer Fraud
\$100,000	Money & Securities
\$1,000,000	Computer Crime
\$100,000	Social Engineering or its equivalent

LIMITS OF LIABILITY (Cyber):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	Annual Aggregate
\$1,000,000	Business Interruption
\$1,000,000	Data Recovery
\$500,000	Cyber Extortion Expenses
\$50,000	Cyber Extortion/Ransom Payments

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Section 2 Risk Management Requirements

LIMITS OF LIABILITY (Aviation):

\$5,000,000	Each Occurrence
\$1,000,000	Automobile Liability
\$1,000,000	Pollution Liability (FBOs Only)

LIMITS OF LIABILITY (Liquor):

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

LIMITS OF LIABILITY (Sexual Abuse & Molestation):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	General Aggregate

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. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for workers compensation.

END OF SECTION

Division 2

Bid Requirements

Section 3: Required Bid Submittals

3.1 Bid Submittal Requirements:

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive.

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. Georgia Bid Bond in the amount of 5% of the total bid amount
- C. Bidder Qualification Information Form, including References.
- 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. Vendor Information Form. *Company name must match the W-9 Form.*
- K. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*

Division 2

Bid Requirements

Section 3: Required Bid Submittals

- L. Certifications or accreditation documentation acquired from roofing manufacturer.

- 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 Recipient

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").

Bidder's Acknowledgements and Certifications

In compliance with your Request for Bid, Bidder hereby proposes to perform all Work for the **J W Smith Water Production Plant Administrative and Filter Building Roof Replacement** 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.

In submitting this Bid, Bidder certifies, and in the Bidder has conducted a thorough visual examination of the project site and existing roof proposed for replacement, and become familiar with the general, local, and site conditions that may affect the cost, progress, and performance of the Work.

Site Visit:	
--------------------	--

(insert date)

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 acknowledges and accepts CCWA's representations as more fully set forth in with the Agreement.

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.

In submitting this Bid, Bidder acknowledges and accepts all terms and conditions of the

Division 2

Bid Requirements

Section 4: Bid Form

Bidding Documents, including those representations further set forth in Division 4, Section 1 – Summary of Work.

In submitting this bid, Bidder acknowledges and accepts that it must be able to demonstrate minimum contractor corporate experience as a condition of being deemed a responsible Bidder.

Contract Execution: The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with CCWA on the form included in the Bidding Documents to perform and furnish work as specified or indicated in the Bidding documents for the Contract Price derived from the Bid and within the Contract Time indicated herein and in accordance with the other terms and conditions of the documents.

Insurance: Bidder further agrees that bid amount(s) stated herein includes specific consideration for the insurance coverages specified in Division 2, Section 2 – Risk Management Requirements.

Liquidated Damages: Bidders accepts the provisions in Division 2, Section 1 – Instructions to Bidders.

Sales and Use Taxes: Bidder agrees to cooperate with CCWA in accordance with the provisions in Division 3, Section 1 – Agreement Form.

Addenda: The Bidder hereby acknowledges that he has received the following Addenda to these Specifications (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid includes all impacts resulting from said Addenda.

Addendum No.	Date Received	Addendum No.	Date Received

Division 2 **Bid Requirements**

Section 4: Bid Form

BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the amount as listed in the Bid Schedule and written below. The total bid amount as outlined in the Bid Schedule. In case of discrepancy, the total bid amount shown in Bid Schedule shall govern.

Bidder understands that the CCWA will select a Bid based upon the lowest Total Base Bid plus any alternates selected by the CCWA, the responsiveness and responsibility of the Bidder, the determination that the Bidder is suitably experienced, and reserves the right to reject any or all Bids and to waive any informalities in the solicitation procedure.

The undersigned proposes to complete, in all respects, sound and conformable with this Contract document the work for the amounts as shown on the following Bid Schedule.

Bidder shall clearly identify the roofing system manufacturer and the specific roofing system product being proposed.

Manufacturer: _____

Roofing System Product: _____

BASE BID SCHEDULE				
No.	WORK ITEM	Qty	Unit	Bid Price
1	Remove and Dispose Existing Roof Material	1	LS	\$
2	Provide and Install Temporary Protective Covering Over Filter Basins	1	LS	\$
3	Install New Built-up Roof System Over Concrete Roof Deck (inclusive of insulation, flashing and all other appurtenances to provide an complete in-place roof system)	1	LS	\$
4	Roof Walkway Pads	320	SF	\$
5	CCWA-Controlled Contingency Allowance	1	LS	\$ 25,000.00
TOTAL BASE BID AMOUNT		\$		

Division 2

Bid Requirements

Section 4: Bid Form

Total Base Bid Price Written In Words

Bidder agrees that compensation for additional work or unforeseen work elements shall be furnished and paid for on a contingency allowance basis under Bid Item No. 5: CCWA-Controlled Contingency Allowance, as further described in the Measurement and Payment Specification Section.

The CCWA may consider substitutions to the specified roofing system products if offered by the Bidder. Bidder may offer a substitute roofing system product by completing the table below.

SUBSTITUTION		
Roofing System	Manufacturer	Add (Deduct) from Base Bid

The Bidder understands that after a contract is awarded, the CCWA may, at its sole discretion, select the item shown in the substitute table. If awarded the Contract, the Bidder agrees to furnish and install any substitutions for the price indicated. The Base Bid will be adjusted accordingly.

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.

TIME OF COMPLETION

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. The total time for the Bidder to complete this project shall not exceed sixty (60) calendar days (Contract Time). 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

Division 2

Bid Requirements

Section 4: Bid Form

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 \$750.00 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.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Time.

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.

If Bidder is awarded a construction contract from the Bid, the surety who provides the Performance and Payment Bonds shall be: _____
whose address is _____

Street Address

City

State Zip

BID SUBMITTAL (NEXT PAGE)

Division 2

Bid Requirements

Section 4: Bid Form

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 **J W Smith Water Production Plant Administrative and Filter Building Roof Replacement** 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: **J W Smith Water Production Plant Administrative and Filter Building Roof Replacement.**

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 to be submitted with said Bid as a guarantee that the Bidder would, if awarded

Division 2 **Bid Requirements**

Section 5: Georgia Bid Bond

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 100 percent 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 5 REFERENCES OF SIMILAR EXPERIENCE PERFORMED 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 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

Date of Authorization

Name of Contractor (Printed)

BY: Authorized Officer or Agent of Contractor (Signature)

Date

Printed Name of Contractor’s Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ 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

Date of Authorization

Name of Sub-contractor (Printed)

Authorized Officer or Agent of Sub-contractor (Signature)

Date

Name of Sub-contractor’s Authorized Officer or Agent
(Printed)

Title of Authorized Officer or Agent of Sub-contractor

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

Notary Public

My Commission Expires

END OF SECTION

Division 2 **Bid Requirements**

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

8.1 Program Overview

Clayton County Water Authority (CCWA) 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 segments 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 solicitation submission deadline.

To encourage participation in contracting regardless of company size, the Authority provides bidders with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The Authority's three Solicitation SLBE Incentives; Bid Discounts, Preference Points, and SLBE Goal utilization are determined on a solicitation-by-solicitation basis.

Division 2 **Bid Requirements**

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

8.2 SLBE Incentive Type

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

This solicitation offers the following SLBE Incentive: (Refer to check marked section.)

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.

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.

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.

Division 2 Bid Requirements

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

<u>Example:</u>			
General proposal requirements		(POSSIBLE TOTAL 50 POINTS)	
Technical requirements		(POSSIBLE TOTAL 50 POINTS)	
SBLE Preference Points		(POSSIBLE TOTAL 10 POINTS)	
<u>SLBE Proposal</u>		<u>NON-SLBE Proposal</u>	
General Requirements	40	General Requirements	40
Technical Requirements	30	Technical Requirements	30
SLBE Preference Points –Clayton	10	No SLBE Preference	0
TOTAL POINTS	80	TOTAL POINTS	70

8.3 SLBE Conclusion

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

The use of Certified CCWA SLBE Firms as subcontractors will not establish eligibility to receive Bid Discounts or Preference Points. In the event of a tie between a CCWA SLBE Certified Firm and a non-CCWA SLBE Certified firm, the CCWA SLBE Certified Firm will be recommended for the contract.

By signing the solicitation, the bidder is certifying that he/she has complied with the requirements of this program. Contact the Small Business Procurement Coordinator at ccwa_slbe_program@ccwa.us for more information on becoming certified.

8.4 Solicitation SLBE Required Form(s)

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 solicitation response.

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

**AGREEMENT FOR SINGLE PURCHASE
OF GOODS AND SERVICES**

This Agreement made and entered into this ____ day of _____, 20____, for _____, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and _____ (hereinafter "the Contractor"), witnesseth:

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

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide the goods and services to the Authority in such quantities as the Authority requires for the J W Smith Water Production Plant Administrative and Filter Building Roof Replacement project, as described in the Request for Bid dated January 2024.
2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated _____, a copy of which is attached and incorporated into this contract. 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.

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

Division 3

Contract Forms

Section 1: Agreement Form

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.

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. The total time for the Contractor to complete this project shall not exceed sixty (60) calendar days. The Contractor and Authority 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 the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages the amount of \$750.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to Authority.
5. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and shall run to Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects or nonconformity shall be given by 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

Division 3

Contract Forms

Section 1: Agreement Form

within three (3) years after acceptance by ultimate user. The rights and remedies of Authority concerning latent defects shall exist indefinitely and shall not be affected in any way by any terms and conditions of this Agreement, including this clause. Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" in the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse Authority for all costs and expenses incurred by 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 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.

6. **INSPECTION:** The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings,

Division 3

Contract Forms

Section 1: Agreement Form

specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.

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

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operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

10. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.
11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
 - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement

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Contract Forms

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within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was

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

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

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

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

SIGNATURES ON NEXT PAGE

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Contract Forms

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IN WITNESS WHEREOF this _____ day of _____, 20_____, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

CONTRACTOR

By: _____
Name: _____
Title: General Manager

By: _____
Name: _____
Title: _____

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

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

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Contract Forms

Section 1: Agreement Form

The Contractor will provide minimum insurance coverage and limits as per the following:

The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide a minimum of thirty (30) day advance written notice to the Authority in the event of cancellation, material change, or nonrenewal of policies required under the contract to the Authority. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, licensed or approved to do business in the State of Georgia, and rated Secure ("A-", "VII" or better) by A.M. Best's Insurance Guide throughout the duration of the contract. The letter denotes the company's financial strength, and the Roman numeral represents the financial size of the carrier. 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. The insurer shall agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Authority, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation from the insurer.

As the risk management requirements herein are minimum required insurance coverage and limits, the risk management director may require additional and/or increase in coverage and limits driven by the complexity of the relevant contract.

Authority requires insurance on an "occurrence" basis whenever possible. Policies written on a "claims made" basis (e.g. cyber, professional liability and pollution liability) require the inclusion of the following provisions:

- (a) The retroactive date must be shown on the certificate of insurance (or provided a copy of the declarations page showing it).
- (b) Insurance must be maintained for at least two (2) years after completion of the work and/or contract.
- (c) If coverage is canceled or non-renewed after the work has been completed and/or the contract has ended, the contractor must purchase the extended reporting period for at least two (2) years.

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Contract Forms

Section 1: Agreement Form

ALL CONTRACTS

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability MINIMUM limits of \$500,000 bodily injury for each Accident, \$500,000 bodily injury for each Disease, and \$500,000 bodily injury by Disease for each Employee. Disease \$100,000 each employee, \$500,000 Disease policy limit. If any work is performed out of state including any remote worker, then those states must be covered as well. If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes.

Automobile Liability – Automobile liability required for all contracts except for products or services that are remote only or are delivered by professional delivery service. ISO policy form CA0001 or its equivalent liability coverage. Coverage shall be included for any owned, leased, hired, or non-owned autos (ISO symbol 1 is preferred). For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy. Sole proprietors shall provide the same limits as stated above via a personal auto policy plus an umbrella. Uninsured motorist coverage should be equal to the per occurrence limit except for contracts with other governmental entities.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include

AS APPLICABLE

Crime Liability – Crime Liability required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers. Any use of crypto currencies must be pre-approved by the risk management department.

Cyber Liability – Cyber Liability required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts. Coverage shall include the minimum: Information Security & Privacy Liability, Regulatory Fines and Penalties, Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed, and Ransomware. Since cyber insurance policies are written on a claims made basis insurance must be maintained for at least two (2) years after completion of the work and/or contract.

Professional Liability (Errors & Omissions) – Professional Liability required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

Terrorism Liability – Terrorism Liability required on specific contracts stated by the risk management department including but not limited to: 1) all contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000; and

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Contract Forms

Section 1: Agreement Form

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. The general aggregate and products & completed operations aggregate should be at least twice the minimum required occurrence limit. Policy shall be written on an Insurance Services Office (ISO) industry form CG0001 2010 or newer. Contracts involving any youths or children under 18 should also be required to provide proof of coverage for sexual abuse & molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis, insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.

2) all special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors.

Aviation Liability - required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO). Coverage should include owned, hired, and non-owned aircraft/ aviation.

Liquor Liability –required for all third-party services and contracts involving selling, distributing, or serving alcohol. Coverage should be full liquor liability and not “host” liquor if it is being sold.

Sexual Abuse & Molestation Liability –required for all contracts and services involving youths, children, special needs, or senior citizens. Must be maintained for at least two (2) years after completion of the work and/or contract.

[LIMITS OF LIABILITY ON NEXT PAGE]

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Contract Forms

Section 1: Agreement Form

LIMITS OF LIABILITY (Commercial General):

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal & Advertising Injury
\$500,000	Damages to Premises/Fire Legal
\$50,000	Medical Payments

LIMITS OF LIABILITY (Automobile):

\$1,000,000	Combined Single Limit OR
\$500,000	Per Person
\$500,000	Per Occurrence
\$100,000	Property Damage
\$1,000	Medical Payments

LIMITS OF LIABILITY (Crime):

\$1,000,000	Employee Dishonesty
\$1,000,000	Funds Transfer Fraud
\$100,000	Money & Securities
\$1,000,000	Computer Crime
\$100,000	Social Engineering or its equivalent

LIMITS OF LIABILITY (Cyber):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	Annual Aggregate
\$1,000,000	Business Interruption
\$1,000,000	Data Recovery
\$500,000	Cyber Extortion Expenses
\$50,000	Cyber Extortion/Ransom Payments

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Contract Forms

Section 1: Agreement Form

LIMITS OF LIABILITY (Aviation):

\$5,000,000	Each Occurrence
\$1,000,000	Automobile Liability
\$1,000,000	Pollution Liability (FBOs Only)

LIMITS OF LIABILITY (Liquor):

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

LIMITS OF LIABILITY (Sexual Abuse & Molestation):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	General Aggregate

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. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for workers compensation.

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 J W Smith Water Production Plant Administrative and
Filter Building Roof Replacement (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;

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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: _____

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 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 J W Smith Water Production Plant Administrative and Filter Building Roof Replacement, (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: **J W Smith Water Production Plant Administrative and Filter Building Roof Replacement.**

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

Contract Forms

Section 1: Summary of Work

1.1 General

1.1.1 Description of the Project

- A. The Work to be performed under this Contract generally consists of services related to the removal and replacement of the existing built-up roof system for the J W Smith Water Production Plant Administration and Filter Building. The Work consists of furnishing all labor, materials, tools, equipment, and incidentals required to complete all directed repairs and replacements as described in this Scope of Work.

1.1.2 Project Location

- A. The Work of this Contract is located at the J. W. Smith Water Production Plant located at 82 Northbridge Road, Hampton, Georgia 30228. The water production plant is owned by the Clayton County Water Authority (Owner), headquartered in Morrow, Georgia.
- B. Obtain all Federal, State and local permits that may be required to perform the Work.

1.1.3 Scope of Work

- A. The Work to be performed under this Contract shall include, but is not necessarily limited to, constructing the Work described below and all appurtenances related to the Work. The Work shall be as follows:
 - 1. Install temporary protective covering over the filter basins and remove the existing built-up roofing system over the concrete roof deck;
 - 2. Replace existing built-up roof system with a new modified bituminous membrane roofing system inclusive of insulation, a roofing membrane over insulation with stone ballast, base flashing, cap flashing, vapor barrier, roofing cant strips, roofing expansion joints, and associated appurtenances; and
 - 3. Install walkway pads (walkboards) on the working side of rooftop HVAC units and appurtenances as required by these Specifications.
- B. Refer to **Exhibit 'D'** included with this Specification Section for a schematic drawing of the building's Roof Plan along with various details showing the composition of the existing roofing system for the Administration and Filter Building.
- C. The roofing system shall be installed by a licensed, authorized roofing

Division 4

Contract Forms

Section 1: Summary of Work

contractor (Contractor) of the system manufacturer providing the roofing system warranty (Manufacturer's Warranty). The Contractor shall be trained and qualified to install the system in strict accordance with the manufacturer's details, specifications and recommendations.

- D. All work must be of acceptable quality, accomplished in a timely neat, accurate, workmanlike and professional manner by trained, experience personnel. Work shall be supervised at all times by personnel knowledgeable of the technical and procedural aspects of this Work specified by the Contract.
- E. Contractor shall perform all Work in accordance with the applicable roofing manufacturer's instructions and consistent with sound, universally accepted industry standards and codes.
- F. Contractor shall not perform any Work until the Owner directs the Contractor in writing to proceed.

1.1.4 Conditions at the Site

- A. Contractor shall make all necessary investigations to determine the site conditions and any unique features that may affect the performance of the Work associated with this roof replacement.
- B. Contractor shall be held responsible for maintenance and protection of existing utilities, systems, and structures and for restoring the site to its original state as it existed prior to construction. All required repairs and restorations caused by Contractor's Work shall be completed by Contractor at no additional cost to the Owner.

1.1.5 Work by Owner

- A. Owner will perform any operational activities on the existing equipment located on the Administration and Filter Building roof.

1.1.6 Sequence and Progress of Work

- A. The replacement roof system must be substantially complete with 30 calendar days after the effective date of the initial Notice to Proceed.
- B. All work must be completed and ready for final payment within sixty (60) calendar days of the Notice to Proceed.
- C. Contractor shall provide required submittals and shop drawings and

Division 4

Contract Forms

Section 1: Summary of Work

obtain approval of such submittals prior to scheduling a Pre-Roofing Conference and roofing removal and replacement operations.

- D. Contractor must coordinate and participate in a Pre-Roofing Conference no less than one week in advance of commencement of roofing operations. The Contractor shall provide the Owner and Engineer with at least 1 week's advance notice of requesting a conference.
- E. The conference shall include an inspection of the roof by the Roofing Contractor, representatives of the roofing membrane and insulation manufacturers, any necessary plumbing subcontractor, Owner, and Engineer.
- F. Contractor must erect Owner-approved protective covering over all filter basins to protect basins from debris, dust, mist and other objectionable materials prior to performing in roofing removal and replacement operations.

1.1.7 Owner Occupancy

- A. Owner will occupy premises during the performance of Work for the conduct of its normal operations. Coordinate all construction operations with Owner to minimize conflict and to facilitate Owner usage.

1.1.8 Contractor's use of Premises

- A. Contractor shall limit the use of the Owner's premises for its Work and for storage to allow for Owner occupancy.
- B. Coordinate the use of the premises with the Owner.
- C. The Contractor shall:
 - 1. Allow for unobstructed Owner occupancy of the Administration - Filter Building at all times.
 - 2. Limit working days and working hours to Owner's normal business hours. The Owner's normal business hours are 7:00 AM to 6:00 PM, Monday through Friday.
 - 3. Restrict its worker's access to the inside any of buildings on the Water Production Plant site unless specifically allowed by Owner's Plant Superintendent.
 - 4. Erect protective covering over each of the filter basins prior to performing roofing removal and replacement work activities to protect

Division 4

Contract Forms

Section 1: Summary of Work

filters from debris that may be generated in the performance of Work.

5. Keep driveways and entrances clear and clean. Do not use these areas for parking and/or material storage. Schedule deliveries to minimize on-site storage of materials and equipment.
- D. Contractor shall assume full responsibility for security of all its and all of its subcontractors' stored materials and equipment either on or off site.
- E. If directed by the Owner, immediately move any stored items which interfere with the operations of the Owner or other contractors.
- F. After completion of the roof replacement activities, Contractor shall return the work site area to its original condition, pick up all tools and equipment and remove all work-related debris and dispose of in a legal manner.

1.1.9 Care and Protection of Property

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor at his own expense, to a condition equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Owner.

1.1.10 Temporary Facilities

- A. Provide all temporary light and power required to perform the work, including making arrangements with the local electric company, if necessary.
- B. Provide self-contained toilets of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed, for the use of personnel employed on the site.
- C. Provide a self-contained freshwater hand washing stations for the use of personnel employed on the site. The unit may be provided separately or in-conjunction with the temporary lavatory facilities. Owner to provide water source to the Contractor at no cost.

END OF SECTION

(Exhibit 'D' Follows)

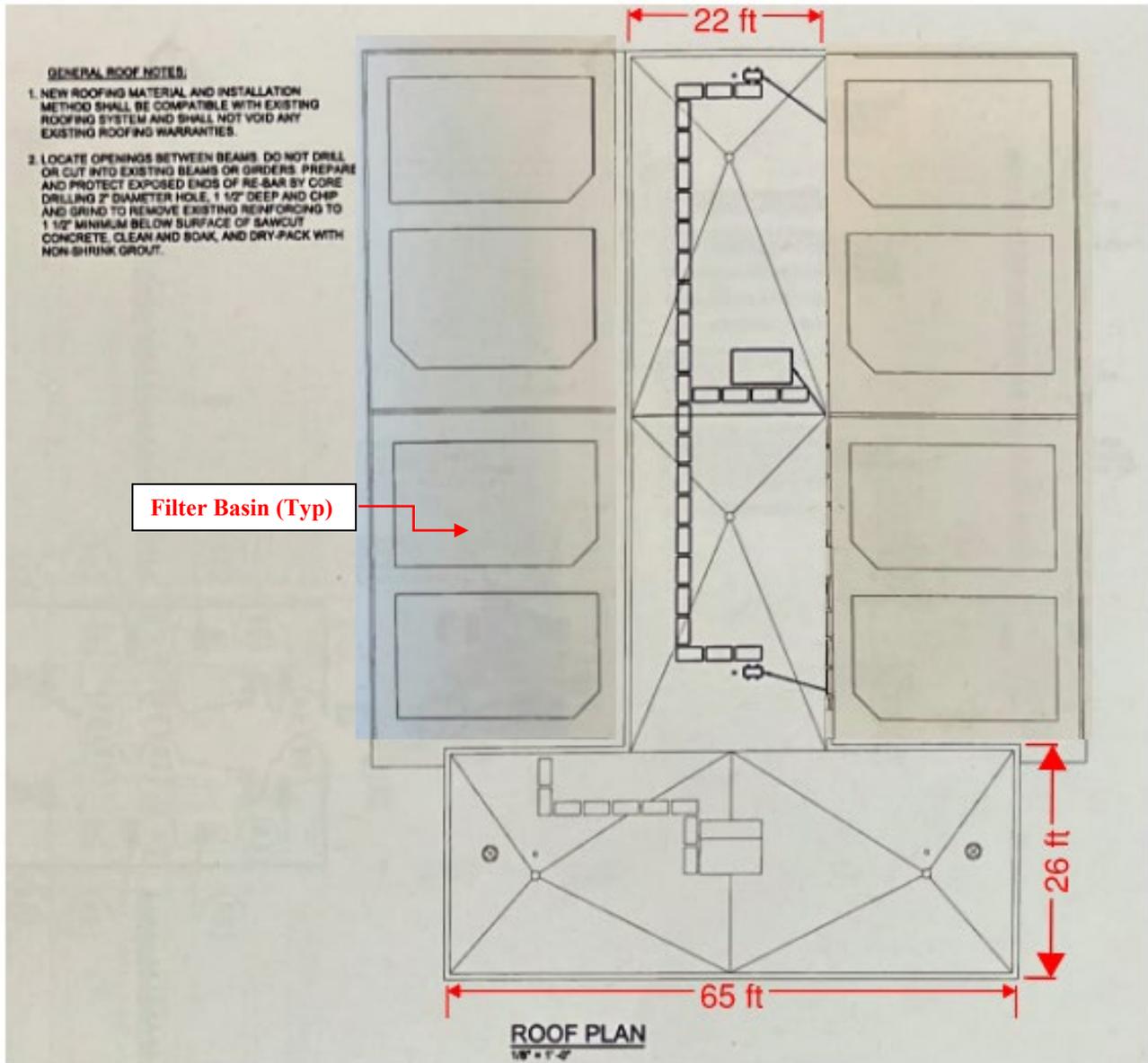
Division 4

Contract Forms

Section 1: Summary of Work

EXHIBIT 'D'

ROOFING SYSTEM SCHEMATIC DRAWINGS AND DETAILS

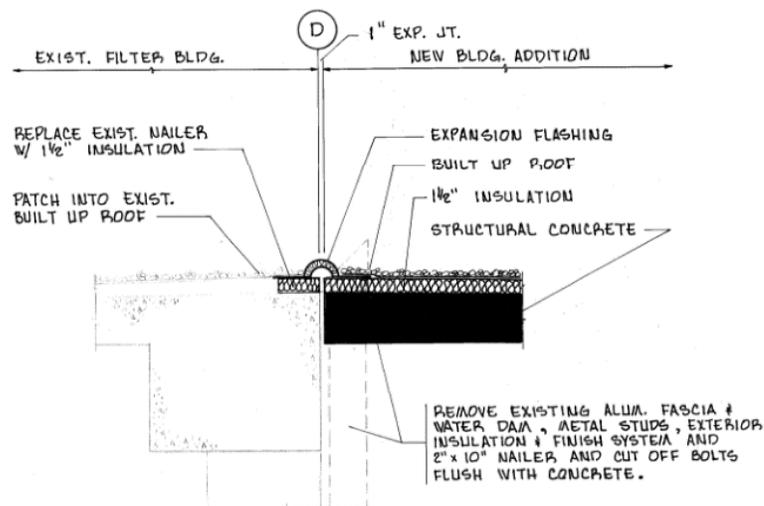
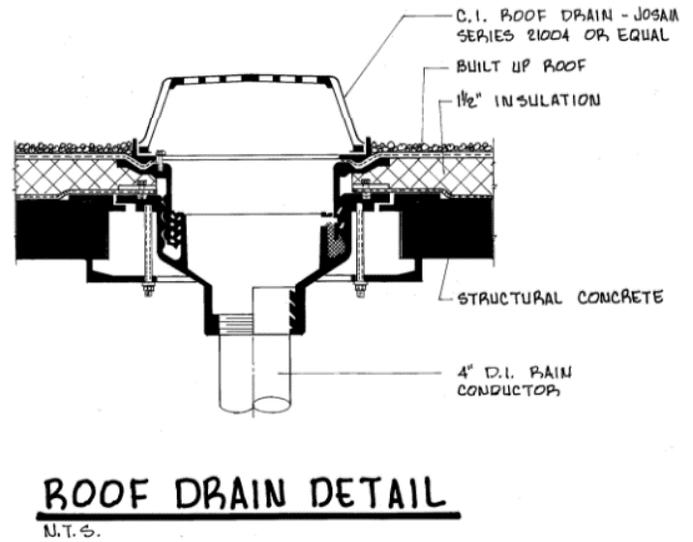
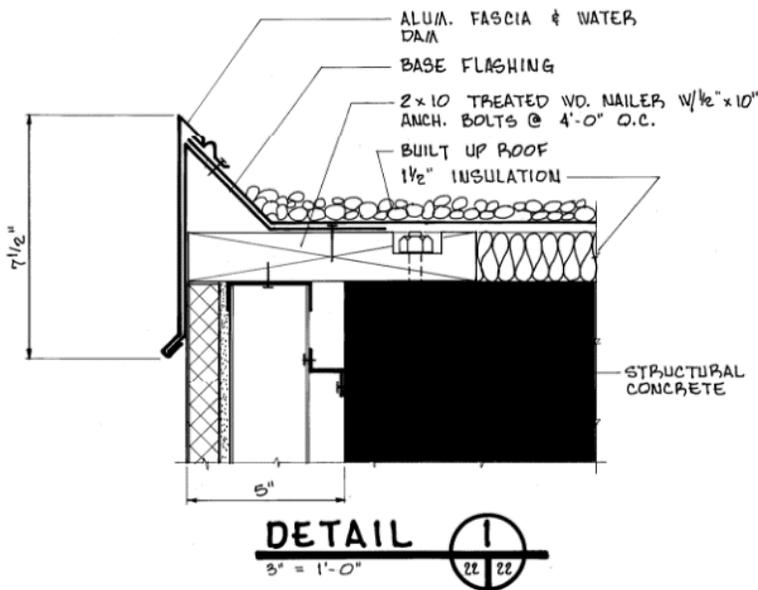
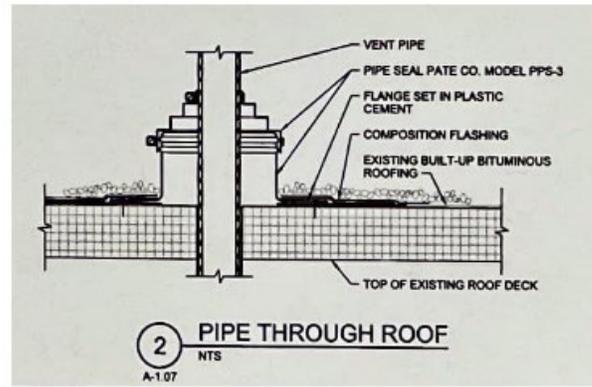
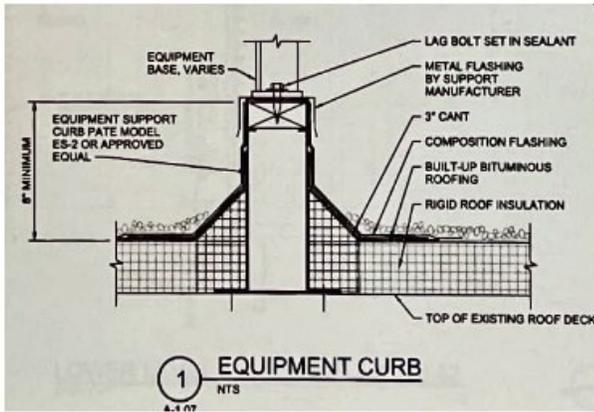


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Contract Forms

Section 1: Summary of Work

ROOFING SYSTEM DETAIL DRAWINGS



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Specifications

Section 2: Measurement and Payment

2.1 General

2.1.1 Summary

A. Section Includes:

1. Items listed in this Section refer to and are the same pay items listed in the Bid Form and constitute all pay items for completing the Work.
2. Compensation for all services, items, materials, and equipment shall be include in prices stipulated for lump sum and unit price pay items listed in this Section and included in the Contract.
3. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, bonds, insurance, or other requirements of the General Conditions, Supplementary Conditions, General Requirements, and other requirements of the Contract Documents.
4. Each lump sum and unit bid price shall include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

B. Related Sections:

1. Payments to Contractor: Refer to General Conditions, Supplementary Conditions, and Agreement.
2. Change to Contract Price: Refer to Bid Requirements, and Contract Forms.
3. Schedule of Values: Refer to Division 4 Section 3 – Schedule of Values.

2.1.2 Estimate of Quantities

- A. Owner's estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. Owner does not expressly or by implication agree that the actual quantities of material encountered or required will

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Specifications

Section 2: Measurement and Payment

correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as the Owner may deem necessary. Contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions caused by changes or alterations in the Work ordered by the Owner.

2.1.3 Administrative Requirements

- A. Contractor shall include all additional Work items, materials, equipment, services, goods, resources, and manpower necessary for installation of the Work to provide a completely functional system in accordance with the Contract Documents. Contractor shall include these costs associated with providing a completely functional system within the listed items on the Bid Form and as specified herein.
- B. Bid Items:
 - 1. Bid Items 1 through 3, Lump Sum:
 - a. Measurement and Payment: Lump sum for Items 1 through 3 shall be full compensation for administration and completion of the Work as specified in the Contract Documents.
 - 2. Bid Item 4, Unit Price Work:
 - a. Payment for unit price items covers all the labor, materials, and services necessary to furnish and install the following items for additional work not shown on the plans or in the specifications, except where explicitly stated below, and if ordered by the Owner.
 - b. Bid Item 4 – Roof Walkway Pads: Payment for this item will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to provide roof walkway pads as specified in the Contract Documents. Bid Item 4 shall include all materials, equipment, labor, indirect costs, and profit to provide, connect and restrain installed pads, meeting all requirements of the Bidding Documents. Measurement for this

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Specifications

Section 2: Measurement and Payment

item shall be by the number of square feet of walkway pads installed.

3. Bid Item 5: Contingency Allowances
 - a. A contingency allowance of a specific dollar amount is provided in the Bid Schedule for additional Work, should the Owner authorize such amount or portion thereof. Additional Work may include unforeseen work elements or Owner-directed work items which are outside the original scope of work of this Contract.
 - b. Contingency allowances shall be administered in accordance with the General Conditions.
 - c. Any unspent contingency allowances remaining at final completion shall revert to the Owner.
 - d. Unforeseen Work Elements shall be accomplished by increasing resources on the Project so as not to impact the overall Project Schedule. Time extensions will not be given for Owner-directed Work unless the new Work can be shown to directly impact the critical path of the Project.

END OF SECTION

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Specifications

Section 3: Schedule of Values

3.1 General

3.1.1 Summary

A. Section Includes:

1. General requirements for preliminary and final Schedule of Values.

3.1.2 Administrative Requirements

A. General Requirements:

1. General Schedule of Values shall include breakdown of costs for materials and equipment, installation, and other costs used in preparing the Bid by Contractor and each Subcontractor. List purchase and delivery costs for materials and equipment for which Contractor may apply for payment as stored materials.
2. Include separate amounts for each Specification Section in the Contract Documents by structure, building, and work area.
3. Identify each line item with number corresponding to the associated Specification Section number. List sub-items of major products or systems, as appropriate or when requested by Owner or Engineer.
4. Include in Schedule of Values unit price payment items with their associated quantity. Provide in the Schedule of Values detailed breakdown of unit prices when required by Owner or Engineer.
5. Include in Schedule of Values itemized list of Work for each major part of the Contract, for each payment item specified in Division 4, Section 2 – Measurement and Payment.

B. Specific Requirements for any Unit Price Line Items:

1. Include in each line item a directly proportional amount of Contractor's overhead and profit. Do not include overhead and profit as separate item(s).

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Specifications

Section 3: Schedule of Values

2. Include separate line item for each allowance, and for each Unit Price item
3. Include line item for bonds and insurance in amount not exceeding two percent of the Contract Price. This may be applied for in the first Application for Payment.
4. Include items for the General Conditions, permits (when applicable), construction Progress Schedule, and other items required by Engineer. Include such items in Applications for Payment on schedule accepted by the Owner or Engineer
5. Line items for Site Maintenance such as dust control, snow removal, compliance with storm water pollution prevention plans and permits, spill prevention control and countermeasures plans, and for construction photographic documentation; temporary utilities and temporary facilities, field offices, temporary controls, field engineering, and similar Work shall be included in the Schedule of Values and proportioned in Applications for Payment throughout duration of the Work.
6. Include separate line items under each appropriate payment item for mobilization and demobilization. Document for Owner the activities included in mobilization and demobilization line items.
 - a. Mobilization will be limited to two percent of the Contract Price, and will be paid in two payments, each of 50 percent of total amount for mobilization.
 - b. Demobilization shall be one percent of the Contract Price and shall be included with the Application for Payment following Substantial Completion, or other schedule accepted by Engineer.
7. Costs for submittals, operations and maintenance manuals, field testing, and training of operations and maintenance personnel shall be as follows, unless otherwise accepted by the Owner:
 - a. Up to three percent of total cost of each item (including overhead and profit), including materials and equipment, and installation,

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Specifications

Section 3: Schedule of Values

may be apportioned to testing and included in the Application for Payment following Engineer's acceptance of the associated written Site testing report(s).

C. Time Frame for Submittals:

1. Submit the Schedule of Values within ten days of the date that the Contract Time commence running in accordance with the Notice to Proceed.
2. Submittal of the Schedule of Values shall be in accordance with the General Conditions. Owner will not accept Applications for Payment without an acceptable Schedule of Values.

3.1.3 Submittals

A. Submit the following:

1. Electronic copy of the Schedule of Values.

END OF SECTION

Division 4

Specifications

Section 4: Modified Bituminous Membrane Roofing

4.1 General

4.1.1 Scope of Work

- A. Furnish all labor, materials, equipment and incidents required and install a modified bituminous roofing membrane (conventional application) over insulation, as specified herein, with deck sheathing, stone ballast, base flashing, cap flashing, coping system, roofing cant strips, roofing expansion joints, walkway pads, and appurtenances, all as specified herein.
- B. The entire roofing system shall be installed by a licensed, authorized roofing contractor of the system manufacturer providing the warranty. The roofing contractor shall be trained and qualified to install the system in strict accordance with the system manufacturer's details, specification, and recommendations.

4.1.2 Related Requirements

- A. Summary of Work is included in Division 4, Section 1 - Summary of Work.

4.1.3 Submittals

- A. Submit to the OWNER/ENGINEER for approval, shop drawings showing details of construction and installation for insulation system, membrane, bitumen materials, flashings, vapor retarder, pourable sealer and other sealants and detailed technical data on membrane and flashing materials, insulation, stone ballast and all other components proposed. Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, and mechanical fastener layout.
- B. Product Data: Provide manufacturer's catalog data for membrane and bitumen materials, base flashing materials, insulation, vapor retarder, and surfacing.
- C. Samples: Submit representative samples of membrane, flashing, insulation, fasteners and stone ballast proposed.

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Specifications

Section 4: Modified Bituminous Membrane Roofing

- D. Submit a copy of any final roofing system assembly letter issued by the manufacturer indicating that products and system installed has been inspected and approved by the manufacturer's representative and shall be eligible to receive the manufacturer's guarantee when installed by a manufacture certified installer.
- E. Manufacturer's qualification data, along with Manufacturer's installation instructions (indicate any special procedures).
- F. Installer's Qualifications Data: Submit certification from the manufacturer that the roofing installer who will execute the work is an authorized applicator of the roofing system proposed and installer's eligibility to obtain the warranty specified in Section.
- G. Warranty: Submit Manufacturer's Warranty and ensure that warranty forms have been executed in Owner's name (Clayton County Water Authority) and registered with the Manufacturer.

4.1.4 Reference Standards

- A. Factory Mutual (FM Global) - Approval Guide
 - 1. Factory Mutual Standard 4470 - Approval Standard for Class 1 Roof Covers.
- B. Underwriters Laboratories (UL) – Roof Systems and Materials Guide (TGFU R1306).
- C. American Society for Testing and Materials (ASTM)
 - 1. ASTM C208 – Standard Specification for Cellulose Fiber Insulating Board.
 - 2. ASTM C136 – Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 3. ASTM C165 – Standard Test Method for Measuring Compressive Properties of Thermal Insulations.
 - 4. ASTM C578 – Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.

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Specifications

Section 4: Modified Bituminous Membrane Roofing

5. ASTM C728 – Standard Specification for Perlite Thermal Insulation Board.
 6. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 7. ASTM D41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 8. ASTM D312 - Standard Specification for Asphalt Used in Roofing.
 9. ASTM D1863 - Standard Specification for Mineral Aggregate Used on Built-Up Roofs.
 10. ASTM D2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
 11. ASTM D2822 – Standard Specification for Asphalt Roof Cement.
 12. ASTM D 3672 - Specification for Venting Asphalt-Saturated and Coated Inorganic Felt Base Sheet Used in Roofing.
 13. ASTM D 3909 - Standard Specification for Asphalt Roll Roofing (Glass Felt) Surfaced With Mineral Granules.
 14. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 15. ASTM D 6163 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
 16. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) – Architectural Sheet Metal Manual.
- E. Asphalt Roofing Manufacturers Association (ARMA).
- F. National Roofing Contractors Association (NRCA) –
1. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association.
- G. American Society of Civil Engineers (ASCE).

Division 4

Specifications

Section 4: Modified Bituminous Membrane Roofing

1. ASCE 7 – Minimum Design Loads for Buildings and Other Structures.
- H. Where reference is made to one of the above standards, the revision in effect at the Bid Date shall apply.

4.1.5 Quality Assurance

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.
- B. Manufacturer Qualifications: Companies specializing in manufacturing the products specified in this Section shall have a minimum of five (5) years of documented experience with projects of similar complexity and of equal or greater size. Manufacturer shall have documented successfully completed installations for a period of at least five (5) years. Manufacturer that is UL listed and FM Approvals approved for membrane roofing system identified to that used for this Project.
- C. Installer Qualifications: Installation Company specializing in performing the work of this Section with minimum of five (5) years' experience and approved by the Manufacturer. Installer shall submit a list of at least five successfully completed projects with project names, addresses and contact information within the past three (3) years for installing the same or similar roofing materials. Installer shall have three (3) years of experience in installing the manufacturer's roofing system. Submit any certifications or accreditation documentation acquired from roofing manufacturer.
- D. Source Limitations: Obtain components, including roof insulation, fasteners for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.
- E. An inspection shall be performed by the roofing system manufacturer's certified technical representative at least once during the performance of the roofing installation with immediate follow-up of a written inspection report to be distributed to not less than the Owner's Project Manager, Engineer, and Contractor.

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Section 4: Modified Bituminous Membrane Roofing

- F. The Owner reserves the right to make independent tests of the in-place roofing. If tests prove satisfactory, all costs shall be borne by the Owner; if tests prove unsatisfactory, all costs for testing activities and remedial work to satisfy contract criteria, and retesting activities shall be borne by the Contractor.

4.1.6 Administrative Requirements

- A. Contractor shall coordinate a Pre-Roofing Conference to be held prior to the initiation of the roofing system removal and reinstallation work to review preparation and installation procedures and coordinate other associated matters related to the Work. The primary purpose of the meeting is review foreseeable methods and procedures related to roofing work.
- B. Pre-Roofing Conference must be held after approval of submittal data, and at least 7 calendar days prior to start of roofing work. Attendees shall not be less than the Owner's Representative, Engineer, Contractor's Superintendent, technical representatives of the roofing membrane and insulation manufacturers, any other necessary foreman of any other subcontractor performing work on or providing equipment, requiring coordination with roof activities.
- C. Installer shall record conference discussions to include decisions, agreements, and open issues and furnish copies of recorded discussions to each attending party.

4.1.7 Performance Requirements

- A. Provide an installed roofing membrane, base flashing system and all other compatible components that comprise of a complete, in-place roofing system that does not permit the passage of water, and will withstand the design pressures calculated in accordance with the most current revision of ASCE 7.

4.1.8 Delivery, Storage, and Handling

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact and legible, and with manufacturer's name,

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Specifications

Section 4: Modified Bituminous Membrane Roofing

product name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components. Deliver in quantities required to allow continuity of the Work.

- B. Store and handle roofing material products in dry, well ventilated, weather-protected environment, in a manner which will ensure that there is no possibility of significant moisture pick-up or damage.
- C. Do not leave unused materials on the roof overnight and when roofing work is not in progress.
- D. Ballast materials may be stored outdoors.
- E. Protect foam insulation materials from physical damage and from deterioration from direct exposure to sunlight, moisture, soiling, and other sources. Comply with the insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- F. Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Handle rolled goods to prevent damage to edges or ends.
- G. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.
- H. Any materials that are found to be damaged or stored in manner other than those conditions stated herein will be automatically rejected and shall be removed and replaced at the Contractor's expense.

4.1.9 Field Conditions

- A. Do not apply roofing membrane when environmental conditions are outside the ranges recommended by Manufacturer as listed in the Manufacturer's product data submittal.
- B. Do not apply roofing membrane during unsuitable weather and/or when ambient temperature is below 45 degrees F.

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Section 4: Modified Bituminous Membrane Roofing

- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring. Take precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

4.1.10 Warranty

- A. **Manufacturer's Warranty:** Upon completion of the Work, furnish to the Owner, the Manufacturer's written and signed warranty, certifying the performance of its products and the consistency of the properties of such products guaranteed against defects in materials for a period of 20 years from the date of acceptance of the Work by the Owner.
 - 1. Roofing System (including roofing, insulation, related flashings, and incidental roof system construction components) shall be included in the Manufacturer's 20-year warranty. Warranty shall have no dollar limit to cover materials and labor to repair any leaks and/or failures occurring as a result of defects in materials within the warranty period.
 - 2. Any costs associated with the manufacturer's warranty shall be included in the Contractor's Bid.
- B. **Contractor's Warranty:** The Contractor is to guarantee all work against defects in materials and workmanship for a period of three (3) years following the date of acceptance of the Work by the Owner.
 - 1. Contractor shall correct all defective Work identified throughout the Contractor's warranty period.
 - 2. Contractor shall, at the direction of the Manufacturer's representative, perform any and all repair or replacement work for the roofing system that may be identified by the Manufacturer's technical representative throughout the Contractor's warranty period to the satisfaction of the Manufacturer at no additional cost to the Owner.

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Specifications

Section 4: Modified Bituminous Membrane Roofing

- C. Contractor shall cover damages to the building resulting from a failure to prevent penetration of water during construction.

4.2 Products

4.2.1 Roofing

- A. ROOF SYSTEMS: 4ply system: 3 ply built-up plus a modified bitumen cap sheet with granule surfacing, complying with UL Class A and FM I-90 wind uplift criteria.
 - 1. Johns Manville Roofing Systems
 - 2. GAF Materials Corp.
 - 3. Firestone
 - 4. Soprema, Inc.
- B. VAPOR BARRIER: As recommended by the roofing system manufacturer for the type of substrate.
- C. VENTILATING BASE SHEET: ASTM D4897
- D. BITUMEN: ASTM D312, Type III.
- E. INSULATION:
 - 1. First layer: Rigid closed-cell polyisocyanurate; stabilized "R" value = 10 minimum, FM Class I fire hazard classification, UL classified for installation with Class A roof covering.
 - 2. Second layer: Rigid perlite boards, min. 1/2" thick, UL classified for installation with Class A roof covering. Provide additional factory-tapered boards (min. 1/4" per foot slope) for crickets.
- F. INSULATION ACCESSORIES:
 - 1. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
 - 2. Provide saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate slopes as necessary.

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Section 4: Modified Bituminous Membrane Roofing

3. Cant Strip: Factory fabricated rigid perlite insulation strip per ASTM C728 cut at angles to provide a true 45 degree angle between horizontal and vertical surfaces.
 4. Tapered Edge Strip: Factory fabricated rigid perlite strip cut at angles to provide a smooth transition between differences in elevation.
 5. Insulation Fasteners: When mechanically attaching insulation, use only manufacturer approved fasteners and plates. Do not attach insulation with nails.
- G. EXPANSION JOINTS & DIVIDER JOINTS: Factory-manufactured assemblies recommended by the roofing system Manufacturer.
- H. WALKBOARDS: As recommended by roof system Manufacturer to achieve specified warranty: minimum 2'-0" wide.
- I. EQUIPMENT SUPPORTS: As recommended by BOTH the roofing system Manufacturer and the equipment manufacturer.
- J. PIPE SUPPORTS: Non-ferrous, non-corrosive type as recommended by roofing system Manufacturer for proper pipe support and weight distribution on roof; supports shall provide unbinding thermal expansion/contraction movement of piping without jeopardizing warrantability of roof system. Set supports on additional wearing surface of cap sheet layer or walkboard material.
- K. ROOF VENTS: Provide if required by roofing system Manufacturer. If required, specify the type of vent and submit product data with the roofing system submittals.
- L. Acceptable Insulation Types - Constant Thickness Application: Any of the types specified.
1. Minimum 2 layers of polyisocyanurate or composite board.
 2. Bottom layer of polyisocyanurate or composite board covered with single layer of cellulose, perlite, molded polystyrene, polyisocyanurate, glass fiber, extruded polystyrene, or composite board.

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Section 4: Modified Bituminous Membrane Roofing

4.2.2 Membrane and Sheet Materials

- A. Asphalt coated, glass fiber reinforced, mechanically fastened venting base sheet: Conforms to or exceeds requirements of ASTM D 3672 Type II and ASTM D 4897, Type II and UL Type G2 BUR.
- B. Granule surfaced modified bitumen sheet containing a core of non-woven glass fiber mat coated with flexible SBS polymer-modified asphalt. Conforms to or exceeds the requirements of ASTM D 6163 Type I Grade G.

4.2.3 Flashing Materials

- A. Flashing system shall be by the manufacturer as the roofing system, and shall be asphalt-saturated and coated, suitable for the application method specified by the manufacturer.
- B. Backer Sheet: SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified.
- C. Flashing Sheet: SBS-modified asphalt sheet, granular surfaced suitable for the application method specified.
- D. Flashing Cement: Bituminous product expressly recommended by the roofing materials manufacturer for flashing work on vertical surfaces, asphaltic flashing cement or flashing compound of troweling consistency.

4.2.4 Bituminous Materials

- A. Bitumen: Asphalt, ASTM D312 Type IV; for adhering insulation, use Type III.
- B. Primer: ASTM D41, asphalt type.
- C. Roof Cement: ASTM D4586, Type II; consistency required by roofing system manufacturer for the application.

4.2.5 Stone Ballast

- A. Stone for ballast shall be washed, well graded, dry 2-1/2-inch river gravel graded according to ASTM C136, No. 2 size with 90 to 100 percent passing a 2-1/2-inch screen, 35 to 70 percent passing a 2-inch screen, 0

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Section 4: Modified Bituminous Membrane Roofing

to 15 percent passing a 1-1/2-inch screen and 0 to 5 percent passing a 3/4-inch screen. Stone shall have approved rounded edges (ranging from subrounded to subangular as defined in ASTM D2488) to prevent damage to the membrane. Stone shall not contain more than 1 percent material finer than No. 200 sieve nor shall it lose more than 18 percent by weight when subjected to a 5 cycle magnesium sulfate soundness test per ASTM C88.

4.2.6 Accessories

- A. Roofing Cant Strips: Wood; pressure preservative treated.
- B. Self-Adhered Primer: One-part penetrating primer solution to enhance the adhesion of self-adhering membranes.
- C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self-adhering.
- D. Insulation Fasteners: Appropriate for purpose intended and approved by roofing system Manufacturer.
- E. Roofing Nails: Hammer-in, non-threaded designed to secure insulation to structural concrete as required to suit this application.
- F. Strip Reglet Devices: Galvanized steel, maximum possible lengths per location, with attachment flanges.
- G. Insulation Perimeter Restraint: Stainless steel edge device configured to restrain insulation boards in position and provide top flashing over ballast.
- H. Sealants: As recommended by membrane manufacturer.

4.3 Execution

4.3.1 Examination

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck surfaces are dry and free of snow or ice.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.

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Section 4: Modified Bituminous Membrane Roofing

- D. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

4.3.2 General Installation

- A. The timing of roofing operations, with respect to adverse weather conditions, shall be subject to the approval of the Owner or Engineer. No roofing membrane installation operations shall be started until surfaces have been inspected and approved as to quality and condition. Roofing and flashing substrate materials shall be dry throughout, clean and free from depressions or projections.
- B. Maintain end-of-workday watertight building conditions on all reroofing projects on existing facilities. Contractor solely responsible for all damage occurring due to failure to properly seal building.
- C. Install only as much roofing insulation as can be covered with roofing during the same work period.
- D. The completed roof system shall fully drain, leaving no standing water after 24 hours following end of rainfall.
- E. Clean completed roof of all construction debris.
- F. At roofing projects for existing buildings, all debris shall be removed from the roof and grounds at the end of the day. Demolished materials may not be temporarily and permanently stored on the roof surface.
- G. All exposed wood shall be covered by flashing.
- H. All installation shall be in accordance with the approved shop drawings, the details shown, the applicable building codes and the Manufacturer's instructions, all as required so that the Manufacturer's Warranty may be issued.

4.3.3 Re-roof Preparation

- A. Remove all roofing membrane, surfacing, coverboards, insulation, fasteners, asphalt, pitch, adhesives, etc.

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Section 4: Modified Bituminous Membrane Roofing

1. Remove an area no larger than can be re-roofed in one day.
- B. Remove all base flashings, counter-flashings, pitch pans, pipe flashings, vents, sumps and like components necessary for application of new membrane.
- C. Remove abandoned equipment curbs, skylights, smoke hatches, and penetrations. Install decking to match existing as directed by the Owner.
- D. Raise (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
 1. Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane.
 2. Secure all flashing and install new metal counterflashing prior to re-installation of unit.
 3. Perimeter nailers shall be elevated to match elevation of new roof insulation.
- E. Prepare existing roof according to roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer, and requirements in this Section.
- F. Provisions shall be made for reinstallation of existing sheet metal duct work, equipment, and counter-flashings removed in conjunction with the new work. Also, provide for cleaning and repairing of existing defective sheet metal, and replacement of missing and irreparable sheet metal to match existing types.

4.3.4 Substrate Surface

- A. Deck surfaces to receive insulation shall be free of roughness or projections, with a smooth clean surface which will allow application of materials.
- B. Deck surfaces are to be inspected for defects by personnel deemed qualified by the roofing manufacturer. Defects are to be corrected per the deck manufacturer's recommendations prior to the roofing application.

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Section 4: Modified Bituminous Membrane Roofing

- C. Surfaces shall not contain any grease, oil or any other contaminants which could affect the insulation.
- D. When insulation or roofing is to be adhered with hot asphalt, prime the deck with asphalt/concrete primer, ASTM D 41 at the rate of one gallon per 100 square feet (0.4 l/sm). Allow the primer to dry prior to the application of the roofing system.

4.3.5 Insulation Installation - Conventional Application

- A. A vapor retarder coated lightly with asphalt may be applied to protect the inside of the structure prior to the insulation and final roofing installation. Before the application of the insulation, any damage or deterioration to the vapor retarder shall be repaired.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of roofing system.
- C. Set insulation per manufacturer's recommendations. Butt joints tightly.
- D. Attachment of Insulation:
 - 1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions and FM requirements.
 - 2. Embed second layer of insulation into flood coat mopping of hot bitumen in accordance with roofing and insulation manufacturers' instructions.
- E. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.
- F. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- G. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.
- H. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

Division 4

Specifications

Section 4: Modified Bituminous Membrane Roofing

- I. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- J. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 18 inches.
- K. Do not apply more insulation than can be covered with membrane in same day.

4.3.6 Membrane Application

- A. Apply membrane base sheet, modified bituminous roofing membrane sheet(s), and cap sheet in accordance with manufacturer's written instructions. Starting at low point of roofing system, extend roofing membrane sheets over and terminate beyond cants.
- B. Apply membrane; lap and seal edges and ends permanently waterproof in accordance with manufacturer's written instructions.
- C. Apply smooth, free from air pockets, wrinkles, fish-mouths, or tears. Ensure full bond of membrane to substrate.
- D. At end of day's operation, install waterproof cut-off. Remove cut-off before resuming roofing.
- E. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 8 inches onto vertical surfaces.
 - 2. Apply flexible flashing over membrane.
 - 3. Secure flashing to nailing strips at 4 inches on center.
 - 4. Insert base flashing into reglets and secure.
- F. Around roof penetrations, mop in and seal flanges and flashings with flexible flashing.
- G. Install roofing expansion joints where indicated. Make joints watertight.
- H. Coordinate installation of roof drains and sumps and related flashings.

Division 4

Specifications

Section 4: Modified Bituminous Membrane Roofing

4.3.7 Stone Ballast Installation

- A. Stone shall be applied on top of membrane with any protection fabric as may be required so that the warranty may be issued. Set stone at a rate as outlined by the roofing system manufacturer.

4.3.8 Cleaning

- A. All work areas are to be kept clean, clear and free of debris at all times.
- B. All trash, waste and/or debris shall be removed from the roof on a daily basis.
- C. Remove bituminous markings from finished surfaces.
- D. In areas where finished surfaces are soiled by bitumen or other source of soiling caused by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- E. Properly clean the finished roof surface after completion, and ensure the drains are not clogged.
- F. Repair or replace defaced or damaged finishes caused by work of this Section.

4.3.9 Protection

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.
- C. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.
- D. When it is not possible to stage materials away from locations where partial or complete installation has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during the application process.

Division 4

Specifications

Section 4: Modified Bituminous Membrane Roofing

- E. Prevent materials from entering and clogging roof drains, conductors and other conduits and from spilling or migrating onto surfaces of other construction. Remove any roof drain plugs no work is taking place or when rain is forecasted.

END OF SECTION

ATTACHMENT A

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

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 B

Vendor Information Form



CLAYTON COUNTY WATER AUTHORITY

FINANCE DEPARTMENT

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

Phone: (770) 960-5880 | Web Site: www.ccwa.us

VENDOR INFORMATION FORM

Purpose of this Form: The *Vendor Information Form* is used by the Clayton County Water Authority (CCWA) to add Vendors/Suppliers to its financial database system and add business designations when applicable.

Important Note: What name will appear on the Invoice? Invoice name shall be reflected on the *Vendor Information Form* and match the *W-9 Form*.

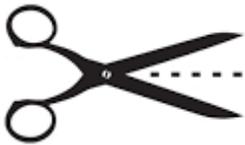
PURCHASING DATA			
NIGP CODE(s):		CCWA REQUESTING DEPARTMENT CONTACT:	
VENDOR INFORMATION			
VENDOR NAME:			
PRINCIPAL CONTACT:		EMAIL ADDRESS:	PHONE NO.
MAILING ADDRESS		REMIT TO ADDRESS	
Street		Street	
City		City	
State	Zip Code	State	Zip Code
PAYMENT REMITTANCE INFORMATION			
PAYMENT TERMS: <input type="checkbox"/> NET 30		PAYMENT TYPE: <input type="checkbox"/> PAPER CHECK <input type="checkbox"/> ACH PAYMENT <i>(If selected, ACH Authorization Form will be e-mailed to the awarded vendor).</i>	
BUSINESS CLASSIFICATION			
<input type="checkbox"/> CCWA SLBE	<input type="checkbox"/> WBE	<input type="checkbox"/> MBE	<input type="checkbox"/> DBE
<input type="checkbox"/> Other SBE		<input type="checkbox"/> Veteran-Owned Business	

FOR OFFICE USE ONLY: CCWA Procurement & Contract Specialist shall e-mail the awarded vendor's *Vendor Information Form* and *W-9 Form* to ccwa_newvendorrequest@ccwa.us.

ATTACHMENT C

Bid 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



**JW SMITH WATER PRODUCTION PLANT ADMINISTRATIVE
AND FILTER BUILDING ROOF REPLACEMENT**

2024-WP-05

Due Date and Time: Tuesday, March 5, 2024, at 2:00 p.m. local time

VENDOR NAME: _____
Address: _____
City, State, Zip: _____