



REQUEST FOR BIDS

PRESSURE WASHING AND WATERPROOFING FOR CCWA HEADQUARTERS MAIN BUILDING

Bid Number 2023-GS-02

December 2022

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

**Virtual Teams
Bid Opening Meeting** **Thursday, January 12, 2023, 10:00 am local time**

**Non-Mandatory
Pre-Bid Virtual
Teams Meeting** **Wednesday, December 28, 2022, 10:00 am local time**

**Mandatory
Site Visit** **Wednesday, December 28, 2022, 2:00 pm local time**

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:

Pressure Washing and Waterproofing for CCWA Headquarters Main Building

The Clayton County Water Authority will open sealed bids from vendors via a Virtual Teams Meeting on Thursday, January 12, 2023, **at 10:00 am (local time)** for the **Pressure Washing and Waterproofing for CCWA Headquarters Main Building** Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid virtual Teams Meeting will be held on **Wednesday, December 28, 2022, at 10:00 am (local time)**.

A Mandatory Site Visit will be held on **Wednesday, December 28, 2022, at 2:00 pm (local time)**.

Email ccwa_procurement@ccwa.us for the Mandatory Site Visit instructions.

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

[Join Microsoft Teams Meeting](#)

+1 912-483-5368

Conference ID: 352 234 033#

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

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

By: Robert Malone, Chairman
Clayton County Water Authority

END OF SECTION

Division 1

General Information

Section 2: General Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract with an experienced licensed contractor to perform pressure washing and waterproofing on the headquarters main building at 1600 Battle Creek Rd. Morrow, GA 30260. Specifications herein described as part of this RFB.

2.2 Bid Evaluation

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

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 **10:00 a.m. (local time)** on **Tuesday, January 3, 2023**. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

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

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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, Contractor's License Number and date and time of opening as set forth in the bid package. The envelope shall also bear the name of the party making the bid and the party's address. Address bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a bid is not submitted, the bid form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
9. If published price books are a part of your bid, one price book must be included with your bid Form, and the successful Bidder is required to furnish additional current price books after award of the bid.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the

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Bid Requirements

Section 1: Instructions to Bidders

bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.

11. In the case of goods, the person, firm or corporation making the bid may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such Bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or

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Bid Requirements

Section 1: Instructions to Bidders

misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.

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

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Bid Requirements

Section 1: Instructions to Bidders

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.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be

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Bid Requirements

Section 1: Instructions to Bidders

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.
 - e. Preference for local vendors where there is no significant variance in price or service.
34. Bidders are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) CCWA's Board determines that the preferred bid provides the most cost effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against CCWA for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce

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Bid Requirements

Section 1: Instructions to Bidders

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

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 2

Bid Requirements

Section 2: Risk Management

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Required Bid Submittals:

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. Bid Bond (5% of the total bid amount).
- C. Bidder Qualification Information Form, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive.
- D. Georgia Security and Immigration Compliance Act of 2006 form.
- E. Contractor Affidavit and Agreement form.
- F. Subcontractor Affidavit form.
An indication of "N/A" for "not applicable" must be noted as appropriate.
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 for Development of Specifications of Scope of Work.
- J. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
- K. Vendor Information Form. *Company name must match the W-9 Form.*

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Bid Requirements

Section 3: Bid Submittals

- L. Copies of all licenses required to perform the work (if applicable).
- M. Bidder's corporate minutes that include officers' names and titles with authority to sign contracts.
- N. 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.
- O. All addenda issued.

3.2 Required Post Award Submittals:

The following is required from the successful bidder:

- a. A current Certificate of Insurance.
- b. An endorsement including CCWA as an additional insured for the Commercial General Liability only.
- c. A 30-day cancellation endorsement for ALL policies on your Certificate of Insurance.

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____

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

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all work for **Pressure Washing and Waterproofing for CCWA Headquarters Main Building** in strict accordance with the contract documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

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

CONTRACT EXECUTION AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with CCWA on the form included in the documents to perform and furnish work as specified or indicated in the documents for the contract price derived from the bid and within the times indicated herein and in accordance with the other terms and conditions of the documents.

Bidder accepts the terms and conditions of the documents.

INSURANCE:

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

Division 2

Bid Requirements

Section 4: Bid Form

CONTRACT TIME:

Bidder hereby agrees to commence work within fifteen (15) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Bidder to complete this project shall not exceed forty-five (45) calendar days. The Bidder and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Bidder agree that as liquidated damages for delay (but not as a penalty), the Bidder shall pay to CCWA, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that any work as described in the contract documents remains incomplete and/or not accepted by CCWA.

PAYMENT TERMS:

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

RETAINAGE:

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

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

SURETY:

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

Division 2

Bid Requirements

Section 4: Bid Form

BID:

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

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

The Contractor proposes to furnish all services, labor and materials required by them in accord with the Specifications for the Pressure Washing and Waterproofing for CCWA Headquarters Main Building as part of this Request for Bids, for the Lump Sum of:

_____ dollars

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

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

ADDITIONAL		
Masonry Joint Tuck Pointing	100 Lin. Ft.	\$
Masonry Joint Tuck Pointing	Lin. Ft.	\$
Sealant Joint Replacement 5/8" min.	Lin. Ft.	\$

Submitted by:

(COMPANY NAME OF BIDDER)

(DATE)

Is the Bidder a CCWA certified SLBE?

YES

NO

If so, what county:

Division 2

Bid Requirements

Section 4: Bid Form

I have read and understand the requirements of this request for bid and agree to provide the required goods and services in accordance with the RFB documents.

Submitted by:

(COMPANY NAME OF BIDDER)

By: (OFFICER NAME)

(SIGNATURE)

(TITLE)

(DATE)

(COMPANY ADDRESS)

(CITY, STATE, ZIP CODE)

PHONE NUMBER: _____

EMAIL ADDRESS: _____

WEBSITE: _____

DATE: _____

END OF SECTION

Division 2 **Bid Requirements**

Section 5: Georgia Bid Bond

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

herein after called the PRINCIPAL, and _____

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

having its principal place of business at _____

_____ in the State of _____

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

THE CONDITION OF THIS BOND IS SUCH THAT:

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

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

Division 2 **Bid Requirements**

Section 5: Georgia Bid Bond

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

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

Signed and sealed this _____ day of _____ 20_____.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

Company Name Of Bidder: _____

Number Of Years In Business _____

Business Address Of Company _____

Mailing Address
(if different from Business Address) _____

Telephone Number: _____

Point of Contact Name: _____

Point of Contact Email Address _____

Company Website: _____

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

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

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

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

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

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

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

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

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

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

Contractor _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

END OF SECTION

Division 2 **Bid Requirements**

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

8.1 Program Overview

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Bid discounts for the use of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting sub-contractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Bidder to be considered responsive.

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

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) Goods and Services – less than 250 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

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

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

Division 2 **Bid Requirements**

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

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

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

8.2 Overview of Bid Discount

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

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

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

The calculation of SLBE bid discounts shall be as follows:

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

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

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

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

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

The Authority shall pay the Contractor net 30 days upon receipt of an invoice and upon acceptance of Goods and Services in accordance with this Agreement.

Division 3

Contract Forms

Section 1: Agreement Form

Payments from the Authority will be delivered to the Contractor electronically or via first-class mail.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall commence on _____, 20 ____, and shall terminate on _____, 20____, unless otherwise terminated earlier as provided in this Agreement or unless renewed and extended by the Parties in writing.
4. **RENEWAL ADJUSTMENTS.** The parties recognize that substantial changes in the economy of the nation may occur during the initial term of this Agreement and during each succeeding renewal period. Accordingly, the parties agree that the prices stipulated in the Bid Form (“Contract Price”) may be adjusted on each succeeding renewal date of this Agreement in accordance with the Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (“CPI”) for the calendar month preceding the month during which the renewal date falls, to the extent of change in the index as compared with the index number for the month of the commencement of this Agreement. Notwithstanding anything to the contrary herein, cost-plus pricing shall not be eligible for renewal adjustments.
5. **INITIATION OF INDIVIDUAL PROJECTS.** Each individual project or engagement of Goods and Services by the Authority shall begin with a PO to the Contractor. The PO may contain terms and conditions for adherence by the Contractor; provided, however, that in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
6. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants that the Contractor’s services and workmanship provided under this Agreement shall be (i) free from defects for a period of two (2) years from the date of final acceptance of the good or service; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and policies. Upon receipt of written notice of a defect by the Authority, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

Division 3

Contract Forms

Section 1: Agreement Form

7. WARRANTY ON GOODS PROVIDED.

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

Division 3

Contract Forms

Section 1: Agreement Form

correcting the cause of such defects, and all other activities reasonably undertaken by the Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

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

Division 3

Contract Forms

Section 1: Agreement Form

the Authority before receiving any interim or final payment for any Goods and Services.

10. RELATIONSHIP OF THE PARTIES.

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the Authority and the Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and the Contractor. It is expressly agreed that the Contractor is acting as an independent contractor and not as an employee in providing Goods and Services under this Agreement.
- (b) Employee Benefits. The Contractor shall not be eligible for any benefit available to employees of the Authority including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health or life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the Authority.
- (d) Conformance with Laws. The Contractor shall perform Goods and Services in compliance with all applicable laws. The Contractor shall be responsible for the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of the Contractor for Good and Services and in complying with this Agreement.

- #### **11. ASSIGNMENT AND SUBCONTRACTING.**
- The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including, without limitation, all of the Contractor's obligations under Paragraphs 6 and 7 of this Agreement relating to warranties.

Division 3

Contract Forms

Section 1: Agreement Form

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

Division 3

Contract Forms

Section 1: Agreement Form

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

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

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Contract Forms

Section 1: Agreement Form

delivery schedule. The term “subcontractor” as used in this Agreement shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Paragraph 17 of this Agreement relating to Termination for Convenience.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. **TERMINATION FOR CONVENIENCE.** The Authority may at any time, by written notice, terminate all or any part of this Agreement for the Authority’s convenience. If this Agreement is terminated, in whole or in part, for the Authority’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work and Goods and Services under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to Good and Services and work under this Agreement not yet performed or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the Good and Services and work terminated.

18. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:

- (a) The Goods and Services performed under this Agreement will not create an actual or apparent conflict of interest with any other work Contractor is currently performing or may perform during the term of this Agreement;
- (b) Contractor is not presently subject to any agreement with a competitor of the Authority or with any other party that will prevent Contractor from performing in full accord with this Agreement;
- (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit Contractor’s ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept work other than work from the Authority during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder; and

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Contract Forms

Section 1: Agreement Form

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

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

(a) The Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of the Authority.

(b) The Contractor shall not have any interest, nor shall the Contractor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of consulting services required under such work.

(c) The Contractor shall immediately disclose to the Authority any material transaction or relationship, including, but not limited to, that of the Contractor, its employees, agents, or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements; involvement in litigation or other dispute; client relationships; or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

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

20. **DISPUTES**. Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.

21. **NOTICES**. Any notices under this Agreement shall be in writing and sent to the respective party at the following address:

To the Authority:

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

Division 3

Contract Forms

Section 1: Agreement Form

To the Contractor:

Attn: _____

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

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

23. **CONFIDENTIAL INFORMATION.**

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

(b) **Security Breach Notification.** If the Contractor becomes aware of a security breach or any other event that compromises the security, confidentiality, or integrity of information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall take appropriate actions to

Division 3

Contract Forms

Section 1: Agreement Form

contain, investigate, and mitigate the security breach or other compromising event. The Contractor shall notify the Authority of a security breach or other compromising event as soon as reasonably possible, but in no event later than seventy-two (72) hours after the Contractor becomes aware of such security breach or other compromising event.

(c) Survival. The obligations provided for under this paragraph shall survive termination of this Agreement.

24. **GOVERNING LAW AND CONSENT TO JURISDICTION**. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Court of Clayton County, Georgia.
25. **NON-WAIVER**. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
26. **SEVERABILITY**. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
27. **INTERPRETATION**. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
28. **AMENDMENTS**. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
29. **COUNTERPARTS**. This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement.
30. **ELECTRONIC SIGNATURES**. Pursuant to O.C.G.A. Section 10-12-7, this Agreement may be executed and delivered by the Parties by electronic

Division 3

Contract Forms

Section 1: Agreement Form

transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of the Parties thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

31. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
32. **CAPTIONS.** The organization of this Agreement into articles, sections, paragraphs, or subparagraphs or the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction, or effect of this Agreement nor the rights, obligations, or liabilities of the parties under this Agreement.
33. **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES ON NEXT PAGE]

Division 3

Contract Forms

Section 1: Agreement Form

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

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

CONTRACTOR

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

By: _____
Name: _____
Title: _____

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

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

[Corporate Seal]

[Corporate Seal]

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

SCOPE OF GOODS AND SERVICES

THIS "EXHIBIT A" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 4 SECTION 1 OF THE CONFORMED DOCUMENTS FOR BID NUMBER 2023-GS-02.

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT B

BID FORM

THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 4 OF THE CONFORMED DOCUMENTS FOR BID NUMBER 2023-GS-02.

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

THIS "EXHIBIT C" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 2 OF THE CONFORMED DOCUMENTS FOR BID NUMBER 2023-GS-02.

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 _____

(hereinafter referred to as “the PROJECT”).

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

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

Division 3

Contract Forms

Section 2: Performance Bond

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

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

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

(Name of Principal)

(Name of Contractor's Surety)

By: _____
Name Printed: _____
Title: _____

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 _____, (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.

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.

Division 3

Contract Forms

Section 3: Payment Bond

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: _____

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

ATTEST:

By: _____
Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 3

Contract Forms

Section 5: Certification of Absence of Conflict of Interest.

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST

(O.C.G.A. § 36-80-28)

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

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

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

NAME OF CONTRACTOR

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

DATE

END OF SECTION

Division 4

Specifications

Section 1: HQ Building Exterior Sealing

1.1 Description and Responsibilities

A. General:

1. Work of this project includes power washing the walls, stone windowsills, and related masonry surfaces on the HQ Building at the complex.
2. The Contractor is responsible for completing all specified requirements necessary to provide for completed work being sound, durable, and watertight.
3. Work on this project is for normal working hours, Monday – Friday. Access to the building on Saturdays and Sundays must be coordinated with the Clayton Water Authority personnel ahead of time.

B. Preparation:

1. Conduct a complete investigation of the existing project conditions to identify the areas of work, extent of work and considerations required to complete the work. No consideration will be given to claims based on a difference between actual and assumed conditions.
2. Take field measurements, verify field conditions, and carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities.

C. Special project conditions:

1. Minimize disturbance to the facility and its occupants and components. There shall be no interference with the operation or use of the facility.
2. Contractor personnel entering the building must be under the guidance of Clayton Water Authority personnel.
3. Protect the building, the property, the building occupants, and their property.
4. At a minimum, provide barricades separating work areas and pedestrian access areas.
5. Where needed, provide protective barricades, enclosures, directional and warning signage, and other methods to assure safe passage of pedestrians and vehicles in, near and affected by areas of the work.
6. Do not disrupt services or block egress. There shall be no interference with life safety features of the facility.
7. In addition to performing the work herein defined, keep all areas in a watertight condition throughout construction period. Contractor shall provide and bear all costs associated with temporary measures to maintain watertightness.

Division 4

Specifications

Section 1: HQ Building Exterior Sealing

8. Protect areas adjacent to work.
9. If existing components of the building are damaged, repair or replace to return to condition prior to damage, at a minimum.
10. Reuse of any items involved in the work is subject to the Contractor's ability to remove, store and reinstall the item without permanently damaging or marring the items to be reused. If the Contractor is unable to reuse any item as prescribed herein, he shall substitute new material to match existing in lieu of reusing same. Contractor may also elect to use new material to match existing in lieu of reuse of existing for his own convenience.
11. Fall protection will be required of all personnel who will be within 6 feet of the perimeter of the building. PPE is the responsibility of the Contractor and his representative; none will be provided by the Owner or the Clayton Water Authority.

END OF SECTION

Division 4

Specifications

Section 2: Project Procedures

2.1 Summary

A. Work of this section includes project requirements for:

1. Supervision.
2. Schedules.
3. Cutting and patching.
4. Submittals.
5. Temporary facilities and controls.
6. Material and equipment.
7. Product Options and Substitutions
8. Contract closeout.
9. Cleaning up.
10. Selective demolition.

2.2 Supervision

B. The Contractor shall designate one individual as supervisor who shall be in charge of the work and who shall be on-site full time whenever work is being performed. This person shall be experienced in the supervision of and successful completion of projects of similar size and complexity. This person shall be familiar with all aspects of the work including project documents, submittals, scheduling and coordination of work, safety measures, and all other aspects of the work. The Contractor shall not change this person without prior approval of the Owner.

C. The Contractor shall provide written submittal, proposing the person to be supervisor prior to the pre-construction meeting and that person shall be present at the pre-construction meeting. This submittal shall include documentation of the required experience called for herein. Contractor shall obtain Owner's approval of the supervisor. Owner reserves the right to reject any proposal that does not meet these requirements and to reject any superintendent that does not perform to the Owner's satisfaction.

2.3 Schedules

A. Initial schedule:

1. Provide separate breakdown of each type and area of work.
2. Show sequence of construction by activity.

Division 4

Specifications

Section 2: Project Procedures

3. Indicate what work will be done where and when.
 4. Schedule shall include rain days listed in Supplementary General Conditions.
- B. Updating initial schedule:
1. Provide updated schedule when needed, requested and at a minimum monthly.
 2. Provide manpower required to accomplish the work.
 3. Indicate items completed, including percent complete, and any changes in anticipated progress.
 4. Take into account delays and extensions indicating how the project will be completed on time including any extensions.

2.4 Cutting and Patching

- A. Contractor's responsibilities:
1. Contractor shall be responsible for cutting, fitting and patching required to complete the work and as follows:
 - a. Make new and existing parts fit together.
 - b. Provide penetrations of surfaces for installation of materials and products as specified.
 2. Do not endanger work by cutting or altering work.
 3. Do not cut or alter work not of this Contract without written consent of Building Management or Owner.

2.5 Submittals

- A. General provisions:
1. Proportion of work requiring submittals until submittal has been reviewed and accepted by Department Manager.
- B. Shop drawing preparation:
1. Drawings shall conform to the following requirements:
 - a. Number drawings consecutively.
 - b. Indicate working and erection dimensions and relationships to adjacent work.

Division 4

Specifications

Section 2: Project Procedures

- c. Show arrangements and sectional views, where applicable.
- d. Indicate material, gauges, thicknesses, finishes and characteristics.
- e. Indicate anchoring and fastening details, including information for making connections to adjacent work.
- f. Contract documents prepared by the Department Manager and his consultants will not be acceptable as shop drawing submittals.

C. Product data preparation:

1. Include product manufacturer's standard printed material, dated, with product description and installation instructions indicated. Product data may also contain test and performance data, illustrations and special details. MSDS sheets for each product used on this project will be required to be submitted.
2. Number of copies submitted shall be the number required by Contractor, plus one which will be retained by Department Manager, plus one which will be retained by the Owner. Electronic submittals are acceptable.
3. Data not related to this project shall be deleted from manufacturer's standard data.

D. Contractor's review:

1. Review, stamp with approval and submit to the Department Manager submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents will be returned without action.
2. By approving and submitting submittals, Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
3. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Department Manager's review of submittals unless the Contractor has specifically informed the Department Manager in writing of such deviation at the time of submittal and the Department Manager has given written acceptance to the specific deviation. The Contractor shall not be relieved of responsibility for errors

Division 4

Specifications

Section 2: Project Procedures

or omissions in shop drawings, product data, samples or similar submittals by the Department Manager's review thereof.

4. The Contractor shall direct specific attention, in writing or on resubmitted submittals, to revisions other than those requested by the Department Manager on previous submittals.
 5. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Department Manager shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
 6. Where work is indicated "By Others," Contractor shall indicate responsibility for providing and coordinating such work, whether by Subcontractors or under separate contracts.
 7. Contractor agrees that submittals processed by Department Manager are not Construction Change Directives or Change Orders; that purpose of submittals by Contractor is to demonstrate that Contractor understands design concept; that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing fabrication and installation methods he intends to use.
 8. Contractor represents by submitting submittals that he has complied with provisions herein specified. Submissions made without Contractor's approval indicated thereon will be returned without being reviewed for compliance with this requirement.
 9. Date each submittal and indicate name of Project, Department Manager, Contractor, Subcontractor, as applicable, description or name of equipment, material or product, and identify location at which it is to be used in the Work.
 10. Accompany submittal with transmittal letter containing project name, Contractor's name, number and type of submittals, titles and other pertinent data. Transmittal shall outline deviations, if any, in submittals from requirements of Contract Documents.
 11. Perform no portion of the Work requiring submittal and review of submittals until the respective submittal has been reviewed and accepted by the Department Manager.
- E. Department Manager's review:
1. Department Manager will review each submittal, mark it with appropriate action, and return it to Contractor with reasonable promptness, except

Division 4

Specifications

Section 2: Project Procedures

where it must be held for coordination and the Contractor is so advised.

2. Department Manager's review or other appropriate action is only for checking for conformance with information given and the concepts expressed in the Contract Documents. Department Manager's acceptance of a specific item shall not indicate acceptance of an assembly in which item is a component.
3. Department Manager's review of submittals shall not relieve Contractor of responsibility for deviation from requirements of Contract Documents unless Contractor has informed Department Manager in writing of such deviation at time of submission and Department Manager has given written acceptance to the specific deviation. Department Manager's review shall not relieve Contractor from responsibility for errors or omissions in submittals.
4. Submittals required to be submitted "For Information Only" are required to demonstrate that the Work complies with performance requirements of the Contract Documents. Such submittals, if acceptable to Department Manager, will not be returned to Contractor.
5. Department Manager will return one sepia copy of reviewed shop drawings for printing and distribution by Contractor.

F. Resubmission:

1. Make corrections and changes indicated for unacceptable submittals, and resubmit in same manner as specified above until Department Manager's acceptance is obtained.
2. On resubmittal transmittal, direct specific attention to revisions other than corrections requested by Department Manager on previous submittals, if any.

G. Distribution:

1. Contractor is responsible for obtaining and distributing copies of submittals to his subcontractors and material suppliers after, as well as before, final acceptance. Prints of reviewed shop drawings shall be made from electronically submitted data pages which carry the Department Manager's appropriate comments.
2. For duration of project, Contractor shall maintain a file of accepted submittals which shall be delivered to Owner as a part of project closeout documents.

Division 4

Specifications

Section 2: Project Procedures

2.6 Temporary Facilities and Controls

- A. Site access and parking – Parking for construction personnel is available on-site and shall be in the lower parking deck by the loading dock.
- B. Storage and staging areas – Short term storage areas will be determined by Management throughout the project and long-term storage will be in the lower deck of the parking garage by the loading dock.
- C. Signs:
 - 1. No project or advertising signs of any description will be allowed.
 - 2. Provide directional and warning signs at any protective barricades to assure safe passage of pedestrians and vehicles in and near areas of work.
- D. Temporary utilities:
 - 1. Power and water – The Owner will provide power and water on available basis. The Contractor shall not disturb the building system. If insufficient power or water is available, as is, the Contractor shall pay all costs of modifications to existing system or shall obtain separate services. The Contractor shall not disturb the building occupants and their use of the building utilities.
 - 2. Sanitary toilet facilities – There is one restroom in the basement next to the Engineering Shop that is designated for construction personnel. If this is insufficient, contractor may provide a temporary facility in the loading dock area in a location acceptable to Owner/Management.
 - 3. Telephone – Whenever work is being performed on site, the Contractor's supervisor shall have a working cellular phone on him (her) for communications. The number shall be furnished to the Owner and Consultant.
- E. Controls:
 - 1. Because this is an occupied building, the Contractor shall be responsible for the proper attire and actions of all workmen at all times. Any improper attire or action is cause for immediate dismissal from the site and project.
 - 2. Contractor shall prevent fumes, resulting from work, from entering the building. This effort shall include temporarily closing off selected air intakes, for the shortest time possible, as coordinated with the Owner.
 - 3. Use of tobacco is not permitted on the Owner's property.

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- F. Temporary hoist and staging equipment – Provide temporary equipment for transportation of personnel and equipment.
 - 1. Provide protection devices for building during equipment use.
 - 2. Do not overload building structural system with temporary equipment; do not overload hoisting equipment or staging.
 - 3. Use of building stairs or ladders for transporting personnel, materials and equipment is prohibited.

- G. Security – Maintain building security; comply with Owner's requirements.

- H. Building access:
 - 1. The Contractor shall generally be prohibited from entering the building. Work under the roof deck shall be coordinated with the building occupants so that there shall be no disturbance to the building occupants. Access to the building shall be arranged prior to entry into the building. The supervisor shall arrange access with the Owner's Representative.
 - 2. Schedule the Work and arrange material storage in a manner which leaves the project site as unencumbered as possible. Provide temporary barriers and enclosures, and maintain the site in clean condition.
 - 3. The Contractor shall be responsible for correcting damages to the building caused by his work or passage. Soiled or damaged materials shall be replaced or repaired to satisfaction of the Owner.

- I. Special protection requirements:
 - 1. Protect buildings and building components from damage, staining or defacing due to the Work. Correct or replace damaged materials or finishes to satisfaction of the Owner.
 - 2. Protect building from rain or water leakage during the course of the Work. Do not open roof areas to the extent that openings cannot be protected from inclement weather. Openings shall not be left unprotected overnight.
 - 3. Protect landscape planting from damage, including toxic overspray or runoff. Damaged or ruined planting shall be replaced by the Contractor with plants of identical variety, size and configurations. Replace damaged ground cover materials to match existing.
 - 4. If required by work, provide protective enclosures at building entrances and exterior walkways to protect building occupants. Enclosures shall include protection from cleaning and applied materials. Coordinate placement and

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location of all protective enclosures with Owner. Building entrances and exits shall not be made inaccessible unless approved in advance by Owner and local fire officials.

5. Provide protection against overspray of cleaning materials or paint contacting building occupants or vehicles in drives or parking areas. Drives shall not be blocked to extent of restricting vehicular access, and parking area restrictions shall be kept to a minimum. Barriers and restrictions shall be approved in advance by the Owner. Do not work with materials subject to being wind blown during times of high winds.
 6. Protect surfaces of products from damage or discoloration due to rain, dust or physical damage. Replace damaged or defaced materials which cannot be restored to satisfaction of the Owner.
 7. Damages to roof, related damages to roof accessories and flashings, and resultant damages to building interior materials and finishes due to roof leaks shall be corrected by Contractor to satisfaction of and at no additional cost to the Owner.
 8. Provide temporary fencing around staging and storage areas, and ground area where materials are being loaded and unloaded from the roof.
 9. Contractor will be responsible for providing fall protection for work to be done on the roof sections of this project. Fall protection should comply with OSHA and local regulatory requirements.
- J. Relocation and removal:
1. Relocate temporary facilities during construction as required by progress of the Work at no additional cost to the Owner.
 2. At completion of the Work, remove temporary facilities, including connections and debris resulting from temporary installation.

2.7 Material and Equipment

A. Delivery, storage and handling:

1. Deliver manufactured products to project site in manufacturer's original packaging with labels and seals intact. Labels shall indicate manufacturer and product name, description, mixing and application instructions. Where applicable, labels shall indicate fire resistive classifications.
2. Inspect materials upon delivery to ensure proper material, color, type and quantity.

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3. Store materials and equipment under cover, off ground at least 4" and protected from excessive heat and freezing, except for materials not subject to damage or deterioration by contact with environmental conditions. Observe manufacturer's recommendations for positioning, separation and ventilation, as applicable.
 4. Prevent corrosion, soiling or breakage of materials or contact with deleterious materials.
 5. Handle materials and equipment to prevent damage, deterioration or contamination. Install no materials which are physically damaged or stained prior to time for installation.
 6. Store and handle paints and products subject to spillage in areas where spills will not deface finished surfaces or other work.
 7. Flammable or hazardous materials:
 - a. Store minimum quantities in protected areas.
 - b. Provide appropriate type fire extinguishers near storage areas.
 - c. Observe manufacturer's precautions and applicable ordinances and regulations.
 8. Comply with manufacturer's instructions and recommendations for product storage and handling.
 9. Comply with manufacturer's product data in all aspects of basic material usage, handling, installation and substrate preparation, except where more stringent requirements are specified.
- B. Materials containing hazardous substances:
1. The intent of the Contract Documents is to exclude all materials which contain known hazardous substances, including materials containing asbestos, polychlorinated biphenyl (PCB), or any other known substances determined to be a health hazard by the United States Environmental Protection Agency (EPA) and other recognized agencies. In studying the Contract Documents and at any time during execution of the Work, the Contractor shall at once report to the Department Manager any materials containing hazardous substances that he may discover. Do not proceed with installation of materials containing known hazardous substances.
 2. Where products are specified by product, by manufacturer, by reference standard or in descriptive manner without manufacturer's name, model number or trade name, Contractor shall select materials meeting specified requirements which do not contain known hazardous substances in any

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form.

3. In making requests for substitution, Contractor shall be responsible for determining that materials requested for substitution are free of known hazardous substances in any form.

C. Substrate conditions:

1. Verify and obtain substrate conditions, tolerances and material alignments to receive applied or attached materials and construction.
2. Substrates shall be sound, clean, dry and free of imperfections and conditions which would be detrimental to receipt of applied materials and finishes.
3. Align materials to give smooth, uniform surface planes within specified tolerances and straight, level and plumb surfaces.
4. Inspect substrates prior to installation of applied materials and finishes. Correct unacceptable conditions prior to proceeding with work.
5. Existing sub surfaces receiving new finishes shall have existing finish removed or, if sound, prepared in accord with manufacturer's product data to receive new specified finish.

D. Finished surfaces:

1. Finished surfaces shall be clean, uniform and free of damages, soiling or defects in material and finish.
2. Protection:
 - a. Protect finished surfaces from damage and soiling during application, drying or curing, as applicable.
 - b. Provide temporary protective coverings or barriers required.

2.8 Product Options and Substitutions

- A. Products are specified by reference standards, performance and manufacturer's name and model number or trade name.
 1. When specified only by reference standard or performance, Contractor may select any product meeting specified standards or performance requirements, by any manufacturer.
 2. When several products or manufacturers are specified as being acceptable, Contractor has the option of choosing among those named.
 3. When one product or manufacturer is specified or indicated as the "basis

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of design", "basis of selection" or "scheduled", Contractor shall bear costs associated with changes required for application or installation of other products or assemblies.

4. When proprietary products are specified, substitutions will be allowed only by substitution provisions specified herein, unless it is specifically stated that no substitutions are allowed.
- B. If it is desired to use products different from those indicated in the Contract Documents, the party requesting the substitution shall make written application as described herein. The burden of proving acceptability of proposed substitutions rests with the party making the request for substitution.
1. Requests for substitution shall reach the Department Manager not less than fourteen days prior to the date set for opening of bids.
 2. Requests for substitution shall be accompanied by such technical data and samples as the party making the request desires to submit. Department Manager will consider reports from independent testing laboratories, verified experience records from previous users, and other printed or written information valid in the circumstances.
 3. Requests for substitution shall indicate in what respects proposed materials or products differ from those specified and the effect on interfacing or related work.
 4. Requests for substitution shall be accompanied by the manufacturer's dated product data describing the installation, use and care, as applicable, of proposed substitution. Include reference standards, test data and clarification drawings.
 5. Requests for substitution shall be accompanied by complete cost data indicating material cost, installed cost and savings, if any, resulting from proposed substitution.
 6. Requests for substitution shall be accompanied by a list of projects where the product has been used with complete information, including at a minimum, when installed, product designation and contacts representing the Owner and designer including current phone numbers, who are familiar with the product and its performance.
 7. Determination as to acceptability of proposed substitutions will be made based only on data submitted.
 8. Contractor shall coordinate installation of accepted substitutions with interfacing work, bearing evaluation and re-design costs and making

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approved changes in the Work to properly incorporate the substitutions, and shall waive all claims for additional costs related to use of acceptable substitutions which become apparent following acceptance.

- C. An addendum will be issued to Bidders prior to the date set for opening of Bids if a proposed substitution is accepted by Department Manager. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in accord with the Contract Documents.
- D. In the event that specified items cannot be delivered to the jobsite and incorporated into the Work at such times and in such quantities as to cause no delay, then Contractor may request a substitution in the manner described above. Should the accepted substitution provide a cost savings, the Contract price will be adjusted by Change Order, with Owner receiving the benefit of the net savings. No increase in the Contract price will be allowed on substitutions made after the receipt of Bids, except where the Contractor can verify a timely placement of orders appropriate to the materials and conditions involved.
- E. Inability to obtain specified items due to Contractor's failure to place timely orders will not be considered reason for authorizing substitutions.

2.9 Contract Closeout

A. Closeout timing:

- 1. Contractor shall prepare, assemble and transmit the items listed herein to the Owner in care of the Department Manager.
- 2. Unless additional quantities are specified elsewhere, submit items in duplicate.
- 3. Documents, tools, equipment, demonstrations and other closing requirements shall be submitted or performed and accepted prior to Date of Final Acceptance.

B. Detail requirements:

- 1. Record documents – Submit project record documents upon project completion.
- 2. Inspection reports – Submit certificates from applicable local governmental agencies that the construction has been inspected as required by laws or ordinances and that the building is approved for occupancy.

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3. Warranties:
 - a. Contractor shall furnish his warranty and shall require each installer to furnish his warranty, in writing. Assemble, bind, label and transmit warranties as required for other manuals above. Unless specifically indicated otherwise in individual sections, the period for warranties shall begin on the Date of Substantial Completion and shall continue for specified term. Warranties shall state the Date of Substantial Completion and the date on which the warranty expires.
 - b. Contractor shall forward manufacturers' and installers' warranties as specified in the individual specification sections. Assemble, bind, label and transmit warranties as required for other manuals above. Unless specifically indicated otherwise in individual sections, the period for warranties shall begin on the Date of Substantial Completion. Warranties shall state the Date of Substantial Completion and the date on which the warranty expires.

2.10 Cleaning Up

A. General requirements:

1. Contractor shall keep the project site free from accumulation of waste materials and rubbish at all times during the construction period. At completion of the Work, he shall remove all waste materials and rubbish from and about the project, as well as his tools, construction equipment, machinery and surplus materials, except those specifically required by the Contract Documents to be left for the Owner's maintenance.
2. If Contractor fails to keep project clean or to clean up prior to Date of Substantial Completion, the Owner may do so, and the cost will be charged to the Contractor.

B. Safety requirements:

1. Store volatile waste in covered metal containers. Remove from project site daily.
 - a. Allow no volatile wastes to accumulate on project site.
 - b. Provide adequate ventilation during use of volatile substances.
2. Do not burn or bury waste materials or rubbish on project site. Comply with governmental and environmental regulatory requirements for disposal of waste.

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3. Dispose of no volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains, on pavements, in gutters or on project site.
4. Dispose of no waste or cleaning materials containing materials harmful to plant growth on project site. As quickly as possible, clean up materials which are accidentally spilled.

C. Cleanup during construction:

1. Execute cleaning procedures to ensure that building, project site and adjacent properties are maintained free from debris and rubbish.
2. Wet down materials subject to blowing. Throw no waste materials from heights.
3. Provide covered on-site containers for waste collection. Place all waste materials and rubbish in containers in an expeditious manner to prevent accumulation. Remove waste from project site when containers become full.
4. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off project site.
5. Dispose of no materials in waterways.
6. Protect newly finished and clean surfaces from contamination during cleaning operations.
7. Allow no accumulation of debris contributing to survival or spread of rodents, roaches or other pests. On a daily basis, remove debris containing food scraps.

D. Final cleanup:

1. Clean all finished surfaces in accord with manufacturer's product data and requirements specified in specification sections, prior to Date of Substantial Completion. All general and specific cleaning shall be performed prior to Contractor's request that the project or portion thereof be inspected for Substantial Completion.
2. Remove dust, debris, oils, stains, fingerprints and labels from exposed finish surfaces.
3. Repair, patch and touch up marred surfaces to match adjacent finishes. Replace materials which cannot be repaired or patched.
4. Clean disturbed areas of project site of debris.

2.11 Selective Demolition

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A. Hazardous materials:

1. During demolition operations, should suspect asbestos or asbestos-containing materials, or any other material listed hazardous material by the Environmental Protection Agency be discovered, notify the Owner.
2. Remove, handle and dispose of asbestos-containing materials and other materials classified as hazardous or regulated waste in accordance with laws and regulations of governing authorities and agencies having jurisdiction.

B. Job conditions:

1. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks and adjacent facilities.
2. Do not close or obstruct streets or walks without permission from authorities having jurisdiction. Maintain site and thoroughfares free of dirt and debris caused by demolition or hauling operations.
3. Conduct demolition operations to minimize disruption or interference with building occupants and operation, and the use of building facilities. Coordinate phasing of work with the Owner.
4. Protect the existing building. Repair or replace portions of building damaged by this work, at no additional cost.
5. Maintain building security. Where required, equip doors with locks. Secure construction area during non-working hours.
6. Where removal or alteration of concealed structural members is required, notify Department Manager and do not proceed until instructed.
7. Provide temporary protective walkways or covering on roof surfaces. Provide plywood walkways on roofs where equipment is moved or operated.
8. Schedule high noise level operations to approved hours as acceptable to Owner.
9. Limit exterior dust by sprinkling or other acceptable methods.

C. Delivery, storage and handling:

1. Store materials to be retained or reused in locations acceptable to Owner.
2. Maintain neat, clean conditions in storage areas; remove waste materials at end of each day's work.

2.12 Products

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2.11.1 Materials

- A. Materials for replacement of work removed: Comply with specification sections for type of work to be performed.

2.11.2 Removed Material

- A. Reuse of material: Reuse only materials specifically identified to be reused. Reuse of any items involved in the work is subject to the Contractor's ability to remove, store and reinstall the item without permanently damaging or marring the items to be reused. If the Contractor is unable to reuse any item as prescribed herein, he shall substitute new material to match existing in lieu of reusing same. Contractor may also elect to use new material to match existing in lieu of reuse of existing for his own convenience.

2.12 Execution

2.12.1 Examination and Pre-Demolition Conference

- A. Examination:
1. Visit project site and compare conditions and locations of items with proposed work. Report any discrepancies discovered for resolution.
 2. Examine existing conditions of the project, including elements subject to damage or to movement during cutting and patching.
 3. After uncovering work, inspect conditions affecting installation of products or performance of work.
 4. Report unsatisfactory or questionable conditions to Owner/Management in writing; do not proceed with work until Owner/Management has provided further instructions.
- B. Preparation:
1. Provide adequate temporary support to ensure the structural value or integrity of the affected portion of the work.
 2. Provide devices and methods to protect other portions of the project from damage.
 3. Provide protection from the elements for that portion of the project which may be exposed by demolition or cutting and patching work.

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- C. Prior to beginning work, a pre-construction conference will be held to review work to be accomplished and to inventory existing conditions.
 - 1. Contractor and subcontractors shall be present.
 - 2. Contractor shall notify all parties at least seven days prior to time of conference.
 - 3. Work to be performed, existing damages to work to remain and items to be removed shall be reviewed at conference. Contractor shall make list of inventoried items to be removed, reused or stored. Distribute copies of list to all participants.

2.12.2 Preparation

- A. Plan scheduling and phasing of the work to minimize interference with Owner's existing operations that will remain in use during the work. Minimize disruption of building operations and use of adjacent facilities.
- B. Do not disconnect or disrupt building services.
- C. Conduct a photographic survey and record condition of adjacent surfaces. Pay particular attention to existing cracks and irregularities.
- D. Security:
 - 1. Provide fences, enclosures or partitions to segregate work areas from occupied and used areas, as needed.
 - 2. Provide guards or lockable closures for off-hours to secure areas, as needed.
- E. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.
- F. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to the start of the work.

2.12.3 Demolition

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- A. Demolition – Remove construction as required for new construction and to limits indicated and specified. Comply with project restrictions for all facets of the work, as herein specified.
- B. Proceed with demolition in accord with approved schedule. Locate demolition equipment throughout the structure and remove materials so as not to impose excessive loads to supporting roofs, walls, floors or framing.
- C. During demolition, protect adjoining work from damage. Observe and monitor adjacent elements. Stop work and notify Department Manager for instructions if changes are noted. Cracks or structural damage resulting from demolition shall be repaired at no expense to Owner and to Department Manager's satisfaction.
- D. Remove existing work without damage to substrates or adjacent surfaces. Include removal and replacement of mechanical and electrical work as applicable.
- E. Where work is to be cut or removed to accommodate new work, form neat, uniform and smooth edges or terminations.
- F. Except for items designated to be removed and reused in the work or items retained by Owner for storage, all material resulting from this work shall become property of Contractor and shall be promptly removed from site. Storage or sale of removed materials will not be permitted on project site or within building.
- G. Prepare an itemized list of material or equipment for reuse or storage. List quantities, condition and location. Submit copies to Owner within seven days of removal of item.
- H. Remove existing equipment and/or piping, as indicated and required to complete work.
- I. Provide all necessary shoring and bracing to maintain structural integrity of the building during demolition operations. Remove only after structure is capable of supporting.
- J. Disposal of demolished materials:
 - 1. Remove debris, rubbish and other materials resulting from

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demolition operations from the site. Do not stockpile debris on project site.

2. Burning of removed materials from demolished structures will not be permitted on the site.
3. Transport materials removed from demolished structures and dispose of off the site.
4. Chute and load debris and materials within confines of existing open spaces on site. Chuting and loading in streets surrounding site is prohibited when such operations can be executed on the site. Immediately remove debris or materials that fall onto streets or walks surrounding site.

2.12.4 Cutting and Patching

A. Performance:

1. Execute cutting, patching and demolition by methods which will prevent damage to other work and will provide surfaces to receive installation of repairs.
2. Execute work by methods which will prevent settlement or damage to other work.
3. Elements of a structural or support nature, including concealed elements exposed by the removal of existing elements of the work, shall be inspected and the Department Manager notified should additional work be indicated due to loss of structural integrity, rot, rust, corrosion or other similar condition.
4. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
5. Restore work which has been cut or removed; install new products to provide complete work in accord with requirements of Contract Documents.
6. Fit work airtight to pipes, sleeves, ducts, conduit and other penetration through surfaces. Firestop penetrations through fire-rated construction.
7. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - a. For continuous surfaces: Refinish to nearest intersection.

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- b. For an assembly: Refinish the entire unit.
- 8. Repair damaged adjacent surfaces and finishes to original condition.
- 9. Maintain integrity of fire-resistant and rated construction.

END OF SECTION

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Specifications

Section 3: Tuck Pointing Masonry Walls

3.1 General

3.1.1 Summary

A. Work included in this section:

1. Tuck pointing of brick veneer wall as required.

B. Related work specified elsewhere:

1. Sealants and caulking.

C. Definitions:

1. Tuck pointing – The process of removing and deteriorated or defective mortar from the joints of existing masonry wall and replacing with new mortar.
2. High lime mortar – Mortar used in masonry restoration work, having low shrinkage, softness, ability to self-heal hairline cracks and ability to reduce stresses in masonry.
3. Deteriorated and defective mortar – Any mortar joint exhibiting cracks, spalls, voids, powdering, efflorescence, or any other noted deficiencies that may prevent watertight conditions.

3.1.2 Submittals

A. Product data – Submit manufacturer's product specifications and mixing and installation instructions for each manufactured product.

B. Samples:

1. Submit actual mortar samples for colored mortar, matching existing work.
2. Submit five actual stones, indicating range of color, texture and size to be expected in finished work.

3.1.3 Delivery, Storage and Handling

A. Deliver materials, except aggregate, in original unopened containers displaying product name, type, and grade and mixing instructions.

3.1.4 Job Conditions

A. Environmental requirements:

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Section 3: Tuck Pointing Masonry Walls

1. Perform no tuck pointing and lay no masonry when temperature of surrounding air has dropped below 45 degrees F., unless it is rising; and at no time when it has dropped below 40 degrees F.
 2. Maintain air temperature above 40 degrees F. on both sides of masonry for at least 72 hours after tuck pointing and laying.
- B. Protection of work:
1. Remove misplaced mortar or grout immediately.
 2. Protect face materials against staining.
 3. Protect sills, ledges and offsets from mortar droppings during construction.
- C. Sequencing and scheduling – Do not enclose or cover mechanical or electrical work requiring inspection until such work has been accepted. Coordinate this work with work of other sections required to be built into masonry construction.

3.1.5 Quality Assurance

- A. For each type of cement specified, only one brand shall be used throughout project.
- B. Applicable standards: Standards of the American Society for Testing and Materials (ASTM), as referenced herein.
- C. Allowable tolerances for reconstructed work:
1. Maximum variation from plumb:
 - a. In lines and surfaces of walls and arises: 1) 1/4" in 10'-0".
 2. 3/8" in any story or 20'-0" maximum.
 - a. For external corners, and other conspicuous lines: 1/4" in any story or 20'-0" maximum.
 3. Maximum variation from level or grades for exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines:
 - a. 1/4" in any bay or 20'-0".
 - b. 1/2" in 40'-0" or more.
- D. Installer qualifications – Masonry work shall be performed by a firm with not less than five years successful experience in masonry projects. Masonry specialist shall be acceptable to Owner.

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Section 3: Tuck Pointing Masonry Walls

3.2 Products

3.2.1 Brick Masonry Work

A. Mortar Joints:

1. Remove existing defective mortar from joints.
2. Prepare joints with missing mortar for tuck pointing.

3.2.2 Mortar and Accessory Materials

A. Portland cement: Meeting ASTM C150-92, Type I, natural color, domestic manufacture.

B. Masonry cement: Meeting ASTM C91-91, Type N, non-staining, 22% maximum air content by volume and proportioned to comply with requirements of ASTM C270-89 for Type N mortar.

C. Pre-mixed, colored masonry cement:

1. Acceptable products; pending compliance with specified characteristics and acceptable color range to match specified color:
 - a. Citadel Cement, Div. LaFarge Corp., Citadel Custom Color Masonry Cement.
 - b. Coplay Cement Co., Brixment-In-Color.
 - c. Lehigh Portland Cement Co., Custom Color Masonry Cement.
 - d. Riverton Corp., Flamingo Masonry Cement.
 - e. U. S. Cement Co., Custom Color Masonry Cement.
2. Characteristics: Meeting ASTM C91-91, non-staining, 22% maximum air content by volume, with inert, alkali-resistant, fade-resistant mineral pigments and complete with water-reducing and plasticizing admixtures, proportioned to comply with requirements of ASTM C270-89 for Type S mortar with minimum 28-day compressive strength of 1800 psi.
3. Color: Standard color as selected by Owner from samples formulated for Type N mortar.

D. Aggregate:

1. For mortar: Clean, hard, natural, washed sand meeting ASTM C144-91.

E. Water: Clean, potable, free from deleterious amounts of alkalis, acids and organic materials.

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Section 3: Tuck Pointing Masonry Walls

3.2.3 Mortar Proportions

- A. Type N job-mixed or bag-mixed mortar for pre-mixed, colored masonry cement: Proportion materials by volume in accord with ASTM C270-89, as follows: One part pre-mixed Type N masonry cement to aggregate proportioned not less than 2-1/4 nor more than three times the volume of masonry cement used, and as directed by masonry cement manufacturer's product data to produce Type N mortar.
- B. Type N job-mixed or bag-mixed mortar for concealed work: Proportion materials by volume in accord with ASTM C270-91a, as follows:
 - 1. One part masonry cement to 1/2 part Portland cement to aggregate proportioned at not less than 2-1/4 nor more than three times the volumes of cements used, or;
 - 2. One part Portland cement and 1/4 to 1/2 parts hydrated lime to aggregate proportioned at not less than 2-1/4 nor more than three times the combined volume of cement and lime used.

3.2.4 Job Mixing

- A. Mix mortar and cement grout per manufacturers recommendations. Do not retemper mortar. Discard partially set material.
- B. Measure materials for job-mixed mortars in a one cubic foot container. Do not measure by shovels.

3.3 Execution

3.3.1 Examination

- A. Identify and locate deteriorated mortar joints on both buildings.

3.3.2 Installation

- A. Mortar Joints:
 - 1. Nominal thickness: Match existing building.
 - 2. Tool joints exposed in finished work when "thumb print" hard. Joints shall be tooled using a jointer at least 2'-0" in length.
 - 3. Joint profile: Match existing building.
 - 4. Trowel point or concave tool joints in all stone-to-stone conditions.
 - 5. Flush-cut joints not to be exposed in finished work.

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Section 3: Tuck Pointing Masonry Walls

- B. Sealant joints – Retain 1/2" deep by 1/4" wide sealant joint around outside perimeter of exterior doors, window frames and other wall openings.
- C. Dry cleaning: Brush stone surfaces with stiff bristle brush. Do not allow mortar droppings to harden on exposed surfaces.

3.3.3 Tuck Pointing

- A. Rake mortar joints to a uniform depth of 1-1/2 times the width of joint, or 1/2" minimum, whichever is greater.
- B. If horizontal bed joints contain stone shelf angles or lintels, grind. Apply two coats of a zinc chromate primer to all exposed steel prior to reinstalling stone and step flashings.
- C. Install replacement stone and new matching stone and fill joint with mortar type specified herein.
- D. Install mortar full depth of cut, ensuring a densified placement of mortar. Do not leave voids or gaps in installation.
- E. Tool exterior joints when "thumb print" hard. Joints shall be tooled to match existing, using a jointer at least 1'-0" in length. Pointing mortar for exterior joints shall be in color matching existing mortar.
- F. When mortar reaches green state, cut and lightly brush mortar with a soft bristle brush to seal edges and remove excess mortar and droppings.
- G. Mask off roof areas to prevent mortar droppings from rebounding or splattering on roof.
- H. Immediately remove and dry clean all misplaced and excess mortar and residue from faces of units using stiff bristle brush.
- I. If shrinkage cracking develops within the newly installed mortar due to rapid drying, installed mortar should be lightly tempered with a fine spray of water by means of a garden sprayer.

3.3.4 Cleaning

- A. Perform cleaning on exterior masonry wall surfaces as tested on sample panel in accord with cleaning equipment manufacturer's product data.

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Section 3: Tuck Pointing Masonry Walls

- B. No wet cleaning shall take place within seven days of tuck pointing or placing masonry.
- C. At least two hours prior to cleaning, saturate work with clean water and flush off loose debris.
- D. Water cleaning: Begin cleaning process at highest point of wall, working downward. Work in areas of 20 sq. ft. maximum. Lightly scrub stained areas using specified brushes. Flush walls as water cleaning progresses, using clean water wash with water pressure at non-damaging level.
- E. To prevent streaking, lower wall surfaces immediately below areas being cleaned shall be kept wet and rinsed free of cleaner rundown and residues.
- F. Safely discard solutions containing debris and residue.

END OF SECTION

Division 4

Specifications

Section 4: Elastomeric Coating

4.1 General

4.1.1 Summary

- A. Work of this section includes waterproof elastomeric coating for exposed concrete, block or stucco surfaces.
- B. Related work specified elsewhere:
 - 1. Sealants and Caulking.

4.1.2 Submittals

- A. Product data – Submit manufacturer's instructions for installation of elastomeric material over substrates indicated. Include detailed requirements for preparation of surfaces, application rates and methods, treatment of joints and protection requirements. Delete inapplicable requirements from product data.
- B. Color samples – Submit two sets of color and texture samples from coating manufacturer.

4.1.3 Delivery, Storage and Handling

- A. Delivery:
 - 1. Deliver materials to project site ready-mixed in original containers with labels intact.
 - 2. Provide labels bearing manufacturer's name, coating type, color and recommended installation procedures.
- B. Storage and handling:
 - 1. Store materials properly in acceptable location.
 - 2. Maintain neat, clean conditions in storage area; remove rags and waste materials at end of each day's work.
 - 3. Close containers not in use. Leave no materials open.

4.1.4 Job Conditions

- A. Environmental requirements:
 - 1. Comply with manufacturer's recommendations for environmental conditions under which materials may be applied and cured.
 - 2. Apply no materials when subject to windblown dust or rain.

Division 4

Specifications

Section 4: Elastomeric Coating

3. Apply no materials on wet surfaces or where temperature of substrate would result in excessive, rapid drying causing streaks or discoloration.
- B. Apply coating to substrate which indicates acceptable moisture level when tested by a moisture meter.

4.1.5 Quality Assurance

- A. Applicable standards – Standards of the American Society for Testing and Materials (ASTM) as referenced herein.
- B. Coatings, sealants, primers, etc. shall be products of a single manufacturer. Other products shall be the products of the coating manufacturer or acceptable to and approved in writing by the coating manufacturer for use on the project.
- C. Qualifications – Applicator shall have a minimum five years' experience in successful application of the types of products specified, including successful completion of a minimum of three projects of similar scope and size.
1. Submit list of projects, including contact names and numbers and description scope of work and products used with bid package.
 2. Submit letter of intent to warranty by coating manufacturer with bid package.

4.1.6 Warranty

- A. Manufacturer's warranty – Furnish a non-prorated, watertightness warranty for the period indicated below. Warranty shall include labor and material.
1. Silicone elastomeric coating – ten-years.
 2. Alternate coating Master Builders Master Protect EL 850: ten-years.
- B. Special warranty – The installer shall warrant the work of this section to be free from faults and defects in workmanship for a period of FIVE years. This warranty includes watertightness.
- C. Warranties shall provide for prompt repair or replacement of defective materials or workmanship during the warranty period. Warranties shall include repair of hairline cracking of substrate resulting from thermal movement and nominal building shrinkage and settlement up to a maximum crack width of 1/16". Warranties shall begin at Date of Substantial Completion.

Division 4

Specifications

Section 4: Elastomeric Coating

4.2. Products

4.2.1 Silicone Elastomeric Coating

A. Acceptable products:

1. DOW CORNING AllGuard
2. Momentive SEC2400 Silshield
3. Alternate product – Master Builders Master Protect EL 850

B. Characteristics:

1. Composition – Water-based 100% silicone coating.
2. Primers, fillers and sealers – As recommended by system manufacturer.
3. Color – As selected by Owner from manufacturer's standard colors:
4. Properties:
 - a. Percent solids by volume (ASTM D2369): 50% min.
 - b. Elongation (ASTM D412): 900% min.
 - c. Permeance (ASTM D1653): 18 perms, min.

4.3 Execution

4.3.1 Mock-Ups

- A. Prepare a mock-up of the coating system on representative jobsite substrates for each substrate type.
- B. Mock-up will be additionally reviewed for adhesion (including ASTM crosshatch adhesion testing), color, texture, uniformity, appearance and workmanship. If mock-up is not satisfactory, prepare additional mock-ups until approval is obtained.
- C. Manufacturer's representative to be present during mock-up application and evaluation. Manufacturer to perform adhesion, pH, moisture and other testing as necessary to ensure proper performance of products. Manufacturer to provide written approval of preparation and application techniques and acceptance of finished mock-up as benchmark for warranty purposes.
- D. Approved, undamaged mock-up may remain as part of the finished work and shall serve as a standard of quality for the remainder of the work.

Division 4

Specifications

Section 4: Elastomeric Coating

4.3.2 Preparation of Surfaces

- A. Surfaces to receive finishes shall be dry and free of oils, dust or other loose foreign or deleterious materials. Surfaces to be power washed before work begins.
- B. Stucco, block, concrete and other masonry finishes:
 - 1. Surfaces shall be dry prior to applying first coat.
 - 2. Fill small holes in accord with product data.
 - 3. Repair other areas as recommended by coating manufacturer.
 - 4. Cracks less than 1/16" shall be coated.
 - 5. Cracks greater than 1/16" to less than a 1/4" shall be routed and sealed with silicone sealant.
 - 6. Cracks greater than 1/4", provide retro fit control joints in stucco.
 - 7. Cracks greater than 1/4" in concrete, route and seal with sealant.
 - 8. Doors where there is no room for a sealant joint, cut stone to allow for a 5/8" joint to be installed: backer rod and sealant.
 - 9. Install silicone sealant using a narrow tip caulking gun, tooled into joint and finished flush with the adjacent surface. Avoid excess sealant buildup and build-out onto the surface adjacent to the crack. Solvent wipe cracks with non-alcohol based solvent approved by the manufacturer prior to caulking.
 - 10. Stucco, and concrete repairs shall be cured 14 days prior to application of coating.
- C. Prior to application of elastomeric coating system, all joint sealing and other caulking work shall be performed as indicated herein and elsewhere in the specifications and drawings. Crack sealing and other repairs shall be completed prior to coating.

4.3.3 Application

- A. All surfaces to be coated must be primed. Prime surfaces as directed by manufacturer's product data.
- B. Treat cracks that exceed the crack width that is warranted by the manufacturer against failure by routing and sealing to a profile of 1/4" by 1/4". Provide backer rod or bond breaker tape at moving cracks prior to caulking. Secure Owner's approval of crack repair mock-up prior to commencing production work.

Division 4

Specifications

Section 4: Elastomeric Coating

- C. Apply finish topcoat in minimum of two coats to achieve nominal 15 -20 mils total dry film thickness (dft). Provide manufacturer's recommended pinhole free minimum dry film thickness or 15 -20 mils, whichever is greater at all locations.
- D. Apply coating materials in accord with manufacturer's product data.
 - 1. Apply coating only when pH and moisture content of surfaces is within manufacturer's recommended limits.
 - 2. Apply materials using clean brushes, rollers or spraying equipment.
 - 3. Back roll coating to provide continuous, pinhole-free coating.
 - 4. Comply with manufacturer's product data for drying time between coats.
- E. Apply coating to stucco, concrete and other exterior wall surfaces.
- F. Finish coats shall be smooth, free of brush marks, streaks, laps or pile-up of paint, skipped or missed areas.
- G. Make edges of coating adjoining other materials clean and sharp without overlapping.
- H. Coat all sealants except where coating and sealant materials are not compatible.

4.3.4 Coating Schedule

- A. Typical exterior wall and other coating areas not specifically indicated: silicone elastomeric coating.

END OF SECTION

Division 4

Specifications

Section 5: Sealants and Caulking Notes for Installation

5.1 Sealants and Caulking

5.1.1 Summary

- A. Work of this section includes caulking at designated locations:
1. Sealing of Expansion Joints
 2. Sealing of Overlaps and flashing assemblies.
 3. Sealing of Around windows and door frames
 4. Sealing of Miscellaneous joints and cracks.
 5. Sealing of joints between natural stone
 6. Sealing of curtainwall joints and mullion joints
 7. Sealing of expansion and control joints
 8. Sealing of precast concrete panel joints and many other construction joints
- B. Definitions:
1. Sealant – A weatherproof elastomer used in filling and sealing joints, having properties of adhesion, cohesion, extensibility under tension, compressibility and recovery; designed to make joints air and watertight. Material is designed generally for application in exterior joints and for joints subject to movement.
 2. Foam tape – A weatherproof compressible material that adheres to the substrate.
 3. Caulk – The process of filling joints, without regard to type of material.
 4. Joint failure – A caulked joint exhibiting one or more of the following characteristics:
 - a. Air and/or water leakage.
 - b. Migration and/or reversion.
 - c. Loss of adhesion.
 - d. Loss of cohesion.
 - e. Failure to cure.
 - f. Discoloration.
 - g. Staining of adjacent work.
 - h. Development of bubbles, air pockets or voids.

Division 4

Specifications

Section 5: Sealants and Caulking Notes for Installation

5.1.2 Submittals

- A. Submit certification, from the sealants manufacturer, that the installer meets the specified installer qualifications.
- B. Product data: Submit manufacturer's product description, indicating conformance with specified requirements and installation instructions for each type of sealant. Indicate preparation and priming requirements for each.
- C. Color samples:
 - 1. Submit samples of manufacturer's standard material colors.
 - 2. Samples shall be actual materials or literature depicting actual colors of standard color materials. Owner reserves the right to reject work not in conformance with selected colors, based upon samples submitted.
- D. Adhesion compatibility test results – Submit a letter from sealant manufacturer indicating that their sealants are compatible and that adhesion is acceptable to the various substrates included in this project. Indicate requirements for primers or special preparation.

5.1.3 Job Conditions

- A. Weather conditions:
 - 1. Install no materials under adverse weather conditions or when temperatures are below or above those recommended by manufacturer's product data or when substrate moisture content is above manufacturer's recommended level.
 - 2. Proceed with work only when forecasted weather conditions are favorable for joint cure and development of high early bond strength.
 - 3. Wherever joint width is affected by ambient temperature variations, install materials only when temperatures are in lower third of manufacturer's recommended installation temperature range.
- B. Protection of adjacent surfaces:
 - 1. Protect by applying masking material or manipulating application equipment to keep materials in joint. If masking materials are used, allow no tape to touch cleaned surfaces to receive sealant. Remove tape immediately after caulking, before surface skin begins to form.
 - 2. Remove misapplied materials from surfaces by using solvents and methods recommended by manufacturer.

Division 4

Specifications

Section 5: Sealants and Caulking Notes for Installation

3. At surfaces from which materials have been removed, restore to original condition and appearance.

5.1.4 Quality Assurance

- A. Applicable standards – American Society for Testing and Materials (ASTM), standards as referenced herein.
- B. Applicator qualifications – Applicator shall have a minimum of five years' experience in successfully executing sealants and caulking work similar to the scope of the project.

5.1.5 Warranty

- A. Installer's warranty – Warrant work to be watertight and free from defects in materials and workmanship, including joint failure, for a period of 5 years, beginning at Date of Substantial Completion.
- B. Material warranty – Warrant materials to be free from defects, including joint failure, for a period of twenty years, beginning at Date of Substantial Completion.

5.2. Products

5.2.1 Medium Modulus Silicone Sealant

- A. Bridge Joint: acceptable product – Dow Sil., silicone sealant, #795.
- B. Characteristics:
 1. Type: One-part, silicone rubber; meeting ASTM C920-18, Type S, Grade NS, Class 25.
 2. Colors: Colors as selected by Owner's Representative.
- C. Backer rod – Open-cell polyurethane foam; no closed cell or modified closed cell rods allowed.

5.2.2 Low Modulus Silicone Sealant

- A. Mortar and CMU wall repair Sealant – Dow Sil., silicone sealant #790.
- B. Characteristics:
 1. Type: One-part, silicone rubber, meeting ASTM C 920, Type S, Grade NS, Class 100/50.

Division 4

Specifications

Section 5: Sealants and Caulking Notes for Installation

2. Colors: Colors as selected by Owner's Representative.
- C. Backer rod – Open cell polyurethane foam; no closed cell or modified closed cell rods allowed.

5.2.3 Accessory Materials

- A. Surface cleaner – Type recommended by material manufacturer for substrates.
- B. Surface primer/sealer – Type recommended by material manufacturer for substrates, conditions, and exposures indicated.
- C. Bond breaker tape – Plastic tape applied to contact surfaces where bond to substrate or joint filler must be avoided for material performance.

5.3 Execution

5.3.1 Surface Preparation

- A. Clean surfaces immediately before caulking. Remove dirt, dust, debris, insecure coatings, moisture and other substances which would interfere with bond.
- B. Roughen joint surfaces of non-porous materials (metal), unless material manufacturer's product data indicates equal bond strength as porous surfaces. Rub with fine abrasive cloth or wool to produce dull sheen.
- C. Porous substrates (block wall and masonry joints) will need to be ground clean and primed per the sealant manufacturer's recommendations.

5.3.2 Application

- A. Comply with material manufacturer's product data, except where more stringent requirements are specified.
- B. Prime surfaces where recommended by material manufacturer. Do not allow primer/sealer to spill or migrate onto adjacent surfaces. Ensure primer are fully dry before application of sealant.
- C. Install backer rod for caulking materials, except where recommended by material manufacturer to be omitted for application indicated. Place backer rod to maintain recommended sealant thickness and profile. Substitute bond breaker tape for shallow, closed joints.

Division 4

Specifications

Section 5: Sealants and Caulking Notes for Installation

- D. Employ installation techniques which will ensure that materials are deposited in uniform, continuous ribbons without gaps or air pockets, with complete wetting of joint bond surfaces. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form slight cove so that joint will not trap moisture and debris.
- E. Do not allow materials to overflow onto adjacent surfaces. Prevent staining of adjacent surfaces.
- F. Remove excess and misplaced materials as work progresses. Clean the adjoining surfaces to remove misplaced materials, without damage to adjacent surfaces or finishes.
- G. Cure sealants in accord with manufacturer's product data to obtain high early bond strength, internal cohesive strength, and surface durability. Protect uncured surfaces from contamination and physical damage.
- H. Tool joints of non-sag sealant to concave profile and smooth, uniform surface, Flush with edges of substrate. Maintain sealant depth-to-width ratio in accord with manufacturer's product data.
- I. Bridge joints to be formed by placing insulating tape (Norton tape) on panels along joints allowing for sufficient bonding surface of sealant onto surface of panels. Apply bond breaker over existing panel joint. Sealant is then applied about 1/4" thick over bond breaker and joint. Allow sealant to set up before removing tape at sides of bridge joints. substrate condition.

END OF SECTION

ATTACHMENT A

Exterior Building Pictures























Blue Star
Chiropractic







ATTACHMENT B

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

STATE OF GEORGIA
COUNTY OF CLAYTON

WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS
UPON INTERIM PAYMENT

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

_____ [describe materials and/or labor] for the construction of improvements known as: _____ [title of the project or building]; which is located in the City of _____, County of _____, and is owned by the Clayton County Water Authority and more particularly described as follows:

[describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, block and lot number]: See Attachment: yes no

Upon the receipt of the sum of \$ _____, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond through the date of _____ [date of signature] and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

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

COUNTERPARTS AND ELECTRONIC SIGNATURES: This Waiver may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

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

(Signature of Deponent) (SEAL)

(Printed/Typed Name and Title)

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

(Company Name)

(Witness)

(Address)

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

Notary Public _____

Commission Expiration Date: _____

(NOTARY SEAL)

ATTACHMENT C

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

STATE OF GEORGIA
COUNTY OF CLAYTON

WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS
UPON FINAL PAYMENT

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

_____ [describe materials and/or labor] for the construction of improvements known as: _____ [title of the project or building]; which is located in the City of _____, County of _____, and is owned by the Clayton County Water Authority and more particularly described as follows:

[describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, block and lot number]: See Attachment: yes no

Upon the receipt of the sum of: \$ _____, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing property or any rights against any labor and/or material bond on account of labor or materials, or both, furnished by the undersigned to or on account of Clayton County Water Authority for said property.

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

COUNTERPARTS AND ELECTRONIC SIGNATURES: This Waiver may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an

original executed signature page.

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

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

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

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

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

harmless and indemnify Owner from and against all claims for mechanic's or materialman's liens or claims of lien, including, without limitation, any attempted foreclosure thereof, which in any way arise out of or are related to the Work or the Property, including, without limitation, any attorney's fees incurred in connection therewith.

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

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

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

(Signature of Deponent) (SEAL)

(Printed/Typed Name and Title)

(Witness) (Address)

NOTARY ACKNOWLEDGMENT

Sworn to and subscribed before me, a Notary Public in and for said State and County, the Deponent, who, being personally known to the undersigned and being duly sworn and on oath deposed and said that the within and foregoing statements are true and correct this ____ day of _____, 20__.

Notary Public _____

Commission Expiration Date: _____ (NOTARY SEAL)

ATTACHMENT D

Waterproofing Installer Warranty Form

WATERPROOFING INSTALLER WARRANTY FORM

PROJECT: CLAYTON COUNTY WATER AUTHORITY ROOF REPLACEMENT
LOCATION: 1600 BATTLE CREEK ROAD
MORROW, GA

MANAGER: Doug Thomas
General Services Director
Clayton County Water Authority
doug.thomas@ccwa.us

We, _____, Installer for _____,
as(Company Name) (List Trade)
described in Specification Section (s) _____,
(List appropriate Sections of Specifications)

do hereby warrant that all labor and materials furnished and work performed in conjunction with the above-referenced project are in accord with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of 5 years from Date of Substantial Completion. This warranty commences on

_____ and expires on _____.
(Date of Substantial Completion) (Expiration Date)

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give Installer written notice of defective work. Should the Installer fail to correct defective work no later than 7 days after receiving written notice, the Owner may, at his option, correct defects and charge Installer costs for that work. Installer agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

For: _____
(Roofing Contractor)

By: _____

Title: _____

Date: _____

ATTACHMENT E

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 style="font-size: small;">(Applies to accounts maintained outside the U.S.)</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>	<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								
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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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 F

Vendor Information Form



COVER SHEET

Effective:
May 1, 2019

FOR

VENDOR INFORMATION FORM

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

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

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

- **Small Local Business Enterprise (SLBE)** is one that is at least 51% owned by one or more of the applicant individuals identified and a citizen or lawfully admitted permanent resident of the United States. Independently owned and operated with average annual gross receipts for the previous three years not exceeding (1) Construction Firms- \$18,250,000 (2) Professional Services Firms - \$5,500,000, Architectural Firms - \$3,750,000, Engineering Firms- \$7,500,000 and Goods & Services – less than 250 employees. Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.
- **A Woman Business Enterprise (WBE)** is one that is at least 51% owned by a Female, who also controls and operates the business, and is a permanent resident of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.
- **A Minority Business Enterprise (MBE)** is one that is at least 51% owned by one of the minority groups identified below, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.

Minority Groups:

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

Vendor Information Forms should be submitted to the Procurement Department.

**For questions related to the verification of certifications, please email
ccwa_slbe_program@ccwa.us**



VENDOR INFORMATION FORM

Effective 5/1/19

PART 1

Vendor Name: _____

Phone Number: _____ Fax #: _____

E-Mail Address: _____

Mailing Address: _____

Pay to Address: _____

Same as above

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

Bank Name: _____

Routing No.: _____ Account No.: _____

Account Name: _____

Remittance to Email Address: _____

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

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

Social Security or Tax Identification Number (TIN): _____

Payment Terms: NET 30 DAYS Other: _____

PRODUCTS / SERVICES PROVIDED:
Provide NIGP Code(s)

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

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

PART 2

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

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

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

SLBE Are you certified? Yes No Certifying Agency _____

County of Primary Business Located: _____

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

WBE MBE * DCE

* IF MBE, PLEASE Hispanic American African American Pacific Islander

CHOOSE ONE ONLY: Native American Asian American

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

Vendor Information Forms should be submitted to ccwa_slbe_program@ccwa.us.

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

ATTACHMENT G

Bid Package Label

PACKAGE LABEL

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



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



Pressure Washing and Waterproofing for CCWA Headquarters Main Building

Solicitation ID Number: 2023-GS-02

Due Date and Time: January 12, 2023, 10:00 a.m.. local time

VENDOR NAME: _____

Address: _____

City, State, Zip: _____