



## **REQUEST FOR BIDS**

### **W. J. Hooper WPP Above-Ground Storage Tank Reconditioning**

**Bid No. 2024-WP-18**

**MAY 2024**

**Virtual Teams**

**Bid Opening Meeting:** Tuesday, July 2, 2024 at 3:00 p.m. local time

**Non-Mandatory Virtual Teams**

**Pre-Bid Meeting:** Thursday, June 20, 2024 at 2:00 p.m. local time

**MANDATORY Site Visit:**

Thursday, June 20, 2024 at 3:00 p.m. local time at:

W.J. Hooper Water Production Plant  
70 Oakdale Drive, Stockbridge, GA 30281.

**This solicitation has a SLBE Bid Discount**

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**Attachments** W-9 Form  
Vendor Information Form  
Bid Package Label

**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: **W. J. Hooper WPP Above-Ground Storage Tank Reconditioning**

The Clayton County Water Authority will open sealed bids from licensed contractors via a Virtual Teams Meeting on **Tuesday, July 2, 2024 at 3:00 p.m. (local time)** for the **W. J. Hooper WPP Above-Ground Storage Tank Reconditioning**. Any bids received after the specified time will not be considered.

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

To attend the Virtual Pre-Bid Meeting and the Bid Opening Meetings, bidders shall use the following call-in instructions:

[Join Microsoft Teams Meeting](#)

Toll Number: + 912-483-5368

Conference I.D.: 416 000 299#

Bidders must complete a **Mandatory Site Visit** on **Thursday, June 20, 2024 at 3:00 p.m. local time** at the W.J. Hooper Water Production Plant, located at 70 Oakdale Drive, Stockbridge, GA 30281. **No late entries will be allowed.**

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

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

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

**END OF SECTION**

## **Division 1**

## **General Information**

### **Section 2: General Overview**

#### **2.1 Bid Overview**

This is an invitation to your firm to submit a sealed bid for the reconditioning of the above-ground storage tank at the W.J. Hooper Water Production Plant located at 70 Oakdale Drive, Stockbridge, GA 30281.

The bids shall be delivered or mailed in a sealed envelope to the Clayton County Water Authority (CCWA) at 1600 Battle Creek Road, Morrow, GA 30260, on or before **Tuesday, July 2, 2024, at 3:00 p.m. (local time)**. Any and all bids received after this date and time will be considered non-responsive. The envelope shall be marked "Sealed Bid" and carry the bid title, date, and time of the bid opening (refer to General Instructions to Bidders). A Package Label has been provided for your convenience.

**A Mandatory Site Visit** to the tank at **3:00 p.m. local time on June 20, 2024** at the address listed above is required to bid for this project.

#### **2.2 Bid Evaluation**

It is the intent of CCWA to award this bid to the responsive responsible bidder submitting the lowest bid complying with the conditions of this RFB document and will be the most advantageous to the CCWA. An evaluation will also be performed to ensure bidders comply with the required submittals. Determination of the best responsive responsible bidder will be the sole judgment of the CCWA.

Bidders must submit pricing on all items on the Bid Form, otherwise, the bid will be deemed non-responsive.

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 **3:00 p.m. on Monday, June 24, 2024**. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

**END OF SECTION**

## **Division 2**

## **General Information**

### **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 Chief Executive Officer 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

## **Division 2**

## **General Information**

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

Georgia or of the United States.

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



## **Division 2**

## **General Information**

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

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

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## **General Information**

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

16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.
18. Copies of all communication pertaining to bids must be sent to the CCWA Procurement and Compliance Section.
19. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Bidder.
20. Bidders are hereby notified and agree by submission of a bid Form that if additional items not listed in the bid Form become necessary and require unit prices not established by the bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the bid Form.
21. All prices on goods shall be for delivery, our destination, F.O.B. destination freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Bidder intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the bid Form. Otherwise, none will be assumed.

## **Division 2**

## **General Information**

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

23. The time for completion of the work is stated in the bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
24. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Bidder.
25. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
26. The Contract between the CCWA and the Bidder shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or 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.

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## **General Information**

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

31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
  - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
  - b. The bid submitted by a vendor who is located within Clayton County.
  - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
  - d. If the tie bids meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Request Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.
33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
  - a. Ability of bidder to perform in the time frame needed by the CCWA.
  - b. Reputation of the bidder in its industry.
  - c. Reasonableness of the bid in relation to anticipated costs.
  - d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
  - e. Preference for local vendors where there is no significant variance in price or service.

## **Division 2**

## **General Information**

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

34. Bidders are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Bidder's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Bidder other than the Bidder offering the lowest price where: (a) the difference in price between the low Bidder and the preferred Bidder is nominal; and (b) CCWA's Board determines that the preferred bid provides the most cost-effective option due to the closer proximity of the preferred Bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the Bidder waives any cause of action against CCWA for frustration of bid or under any similar legal theory; furthermore, the Bidder agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

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

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

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.

## **Division 2**

## **General Information**

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

#### **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 Requirements**

**The Contractors and any potential CCWA approved Subcontractors** will provide minimum insurance coverage and limits as per the following:

The Contractor/Subcontractor will file with the Clayton County Water Authority (the "Authority") Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide a minimum of thirty (30) day advance written notice to the Authority in the event of cancellation, material change, or nonrenewal of policies required under the contract to the Authority. All bonds and insurance coverage must be placed with an insurance company approved by the Authority, licensed, or approved to do business in the State of Georgia, and rated Secure ("A-", "VII" or better) by A.M. Best's Insurance Guide throughout the duration of the contract. The letter denotes the company's financial strength, and the Roman numeral represents the financial size of the carrier. Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia. The insurer shall agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Authority, but this provision applies regardless of whether the Authority has received a waiver of subrogation from the insurer.

As the Risk Management Requirements herein are minimum required insurance coverage and limits, the Authority's Risk Manager may require additional and/or increase in coverage and limits driven by the complexity of the relevant contract.

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

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

**Division 2**

**Bid Requirements**

**Section 2: Risk Management Requirements**

**APPLICABLE TO ALL CONTRACTS**

**Worker’s Compensation** – Required for all contracts, including any sole proprietor, individual consultants, or small businesses. Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability MINIMUM limits of \$500,000 bodily injury for each Accident, \$500,000 bodily injury for each Disease, and \$500,000 bodily injury by Disease for each Employee. Other States: If any work is performed out of state including any remote workers, then those states must be covered as well. Maritime endorsements: If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes. Waiver of subrogation: The insurer agrees to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Authority, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation from the insurer. An umbrella policy may increase the employer’s liability limits to meet the minimum requirements.

**Commercial General Liability** – Required for all contracts. 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

**AS APPLICABLE (Marked with an “X”)**

**Crime Liability** – Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers. Any use of crypto currencies must be pre-approved by the Risk Management Department.

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

**Professional Liability Insurance (Errors & Omissions)** – Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses. Since professional insurance policies are written on a claims-made basis, insurance must be maintained for at least two (2) years after completion of the work and/or contract.

**Terrorism Liability** – Required on specific contracts stated by the Risk Management Department including but not limited to: 1) all contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000; and 2) all special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors.



**Division 2**

**Bid Requirements**

**Section 2: Risk Management Requirements**

**APPLICABLE TO ALL CONTRACTS**

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

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

**AS APPLICABLE (Marked with an “X”)**

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

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

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

**Builder’s Risk** – Recommended for most construction projects. The limit of coverage should be equal to the value of the contract or GREATER. Covered perils should be at least fire, wind, theft, vandalism, flood, and earthquake.

**Umbrella Liability** – Recommended for all contracts. 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. The underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for Workers Compensation.

**MINIMUM LIMITS OF LIABILITY ON NEXT PAGE**

**Division 2****Bid Requirements****Section 2: Risk Management Requirements****MINIMUM LIMITS OF LIABILITY**

<b>INSURANCE</b>	<b>COVERAGE</b>	<b>LIMIT</b>
<b>Worker's Compensation</b>	Bodily Injury by Accident - Each Accident	\$500,000
	Bodily Injury by Disease – Each Disease	\$500,000
	Bodily Injury by Disease – Each Employee	\$500,000
<b>Commercial General Liability</b>	General Aggregate	\$2,000,000
	Products & Completed Operations Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000
	Personal & Advertising Injury	\$1,000,000
	Damages to Premises / Fire Legal	\$500,000
	Medical Payments	\$5,000
<b>Automobile</b>	Combined Single Limit OR	\$1,000,000
	Per Person	\$500,000
	Per Occurrence	\$500,000
	Property Damage	\$100,000
	Medical Payments	\$1,000
<b>Crime</b>	Employee Dishonesty	\$1,000,000
	Funds Transfer Fraud	\$1,000,000
	Money & Securities	\$100,000
	Computer Crime	\$1,000,000
	Social Engineering or its equivalent	\$100,000
<b>Cyber Insurance</b>	Each Claim/Wrongful Act	\$1,000,000
	Annual Aggregate	\$2,000,000
	Business Interruption	\$1,000,000
	Data Recovery	\$1,000,000
	Cyber Extortion Expenses	\$500,000
	Cyber Extortion/Ransom Payments	\$50,000
<b>Professional Liability</b>	Each Claim/Wrongful Act	\$1,000,000
	General Aggregate	\$2,000,000
<b>Terrorism</b>	Access/use of water, electric or gas utilities	\$5,000,000
	Special events	\$1,000,000
<b>Aviation</b>	Each Occurrence	\$5,000,000
	Automobile Liability	\$1,000,000
	Pollution Liability (FBOs Only)	\$1,000,000
<b>Liquor</b>	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<b>Sexual Abuse &amp; Molestation</b>	Each Claim/Wrongful Act	\$1,000,000
	General Aggregate	\$2,000,000

**END OF SECTION**

## **Division 2**

## **Bid Requirements**

### **Section 3: Required Bid Submittals**

#### **3.1 Bid Submittal Requirements:**

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

For your convenience, a check box is provided next to the required items, which include but are not limited to:

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

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

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

- G. CCWA SLBE Certificate and/or required SLBE Forms (as applicable). *An indication of "N/A" for "not applicable" must be noted as appropriate.*
- H. Non-Collusion Certificate.
- I. Certification of Absence of Conflict of Interest.
- J. Copies of any and all license(s) required to perform the work.
- K. Vendor Information Form. *Company name must match the W-9 Form.*

**Division 2**

**Bid Requirements**

**Section 3: Required Bid Submittals**

- L. W-9 Form. *Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#).*
- M. Any other items as required in this RFB including but not limited to the items contained in the Instructions to Bidders, Bid Form and Specifications sections.
- N. All addenda issued.

**END OF SECTION**

**Division 2** **Bid Requirements**

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**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 **W. J. Hooper WPP Above-Ground Storage Tank Reconditioning** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

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

<b>Site Visit:</b>	
--------------------	--

(insert date)

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

In submitting this bid, Bidder 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 Contract 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.

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

Bidder accepts the terms and conditions of the Documents.

**INSURANCE:**

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

**CONTRACT TIME:**

The Bidder hereby agrees to commence work by executing the agreement within fifteen (15) calendar days of Notice to Proceed, or as specified by the CCWA. The total time for the Bidder to complete this project shall not exceed sixty (60) calendar days (Contract Time). The Bidder and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Bidder agree that as liquidated damages for delay (but not as a penalty), the Bidder shall pay to CCWA, as liquidated damages the amount of \$750.00 per calendar day for each and every day or part of a day thereafter that any work as described in the contract documents remains incomplete and/or not accepted by CCWA.

**ADDENDA:**

Bidder acknowledges receipt of the following Addenda:

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**SURETY:**

This 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 the CCWA.

**BID:**

The undersigned proposes to complete, in all respects, sound, complete and conformable with this Contract Document the following work for the following amounts.

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

**BASIS OF BID**

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

Bid Item 1 – Lump Sum Bid

Bidder agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents, based upon the undersigned’s own estimate quantities and costs, and including taxes, overhead, and markup for profit, the following:

No.	WORK ITEM	LUMP SUM AMOUNT (In Figures)
1.1	Mobilization*	\$
1.2	Surface Preparation and Application of Protective Coatings to Tank <u>Interior</u>	\$
1.3	Surface Preparation and Application of Protective Coatings to Tank <u>Exterior</u>	\$
1.4	Tank Cleaning and Disinfection	\$
1.5	Site Clean Up and Demobilization	\$
<b>TOTAL LUMP SUM BID PRICE</b>		<b>\$</b>

Bidder shall clearly identify the coating system manufacturer and the specific the coating system products being proposed.

Manufacturer: \_\_\_\_\_

Exterior Surface Coating Product: \_\_\_\_\_

Interior Surface Coating Product: \_\_\_\_\_

**Division 2** **Bid Requirements**

**Section 4: Bid Form**

Bid Item 2 – Cash Allowances

Bidder agrees that the following services, as described under the Section for Measurement and Payment, shall be furnished, and paid for on a contingency allowance basis under an Owner-controlled Contingency Allowance.

Item	Description	Cash Allowance
2.1	Field and Laboratory Testing	\$15,000

Bid Item 3 – Contingency Allowances

Bidder agrees that compensation for additional work or unforeseen work elements shall be furnished and paid for on a contingency allowance basis under an Owner-Controlled Contingency Allowance, as further described in Measurement and Payment Specification.

Item	Description	Contingency Allowance
3.1	Unforeseen Work Elements	\$25,000

Bid Item 4 – Unit Price Work

Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

Unit Price Bid Schedule					
Item*	Description	Est. Qty.	Unit	Unit Price	Extended Total Amount
4.1	Plate seam welding	250	LF	\$	\$
4.2	Pit welding	100	EACH	\$	\$
4.3	Caulking seams – walls and floor	1,000	LF	\$	\$
4.4	Caulking seams - roof	1,000	LF	\$	\$



**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

Unit Price Bid Schedule					
Item*	Description	Est. Qty.	Unit	Unit Price	Extended Total Amount
4.5	Replace Roof Hatch	1	EA	\$	\$
4.6	Sediment Removal	0.5	DRY TN	\$	\$
				\$	\$
<b>Total of All Unit Price Items</b>					\$

\* *Note to Bidders: Unit Price Unit Prices under Items 4.1 through 4.6 are for additional work beyond that shown in the Lump Sum Bid as defined in the Contract Documents.*

Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the items, including all overhead and profit for each type and unit of Work called for in these Bidding Documents.

Bidder further acknowledges that quantities shown in the Unit Price Schedule above are estimates only, and are not guaranteed, and that final payment will be based on actual quantities.

**TOTAL BASE BID:**

TOTAL BASE BID PRICE (**Sum of Items 1, 2, 3, and 4**): \$ \_\_\_\_\_

TOTAL BASE BID WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

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

Bidder understands that the Owner will select a Bid based upon the lowest Total Base Bid, the responsiveness and responsibility of the Bidder, the determination that the Bidder

**Division 2** **Bid Requirements**

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**Section 4: Bid Form**

is suitably experienced, and reserves the right to reject any or all Bids and to waive any informalities in the solicitation procedure.

Submitted by:

\_\_\_\_\_  
COMPANY NAME OF BIDDER DATE \_\_\_\_\_

Is your company a CCWA Certified SLBE? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, County: \_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 4: Bid Form**

Submitted by:

---

*(NAME OF BIDDER)*

By: \_\_\_\_\_  
*(SIGNATURE)*

---

*(TITLE)*

---

*(DATE)*

*(SEAL)*  
*(ATTEST)*

---

*(ADDRESS)*

---

*(PHONE NUMBER)*

---

*(LICENSE NUMBER) (If applicable)*

---

*(E-MAIL ADDRESS)*

**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 **W. J. Hooper WPP Above-Ground Storage Tank Reconditioning** 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, titled: **W. J. Hooper WPP Above-Ground Storage Tank Reconditioning.**

**Division 2**

**Bid Requirements**

**Section 5: Georgia Bid Bond**

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

SURETY

By \_\_\_\_\_  
Attorney-In-Fact

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

COMPANY NAME OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

BUSINESS ADDRESS OF COMPANY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

POINT OF CONTACT NAME: \_\_\_\_\_

POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_

COMPANY TAX ID NUMBER: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

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

NAME OF PRINCIPAL OFFICERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Division 2**

**Bid Requirements**

**Section 6: Bidder Qualification Information**

**REFERENCES**

The bid must contain at least three (3) references of similar experience in the past five (5) years. References must include a contact person, address, and phone number. The Clayton County Water Authority should not be included as a reference.

OWNER: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor (Printed)

\_\_\_\_\_  
BY: Authorized Officer or Agent of Contractor (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor's Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

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

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

**Division 2**

**Bid Requirements**

**Section 7: Contractor Affidavit and Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

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

Date of Authorization

Name of Sub-contractor (Printed)

Authorized Officer or Agent of Sub-contractor (Signature)

Date

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

Title of Authorized Officer or Agent of Sub-contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

Notary Public

My Commission Expires

## **Division 2**

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

#### **8.1 Program Overview**

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

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

SLBEs must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

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

- Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed: (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) Goods and Services – less than 250 employees.
- Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year.
- **Note:** Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; <https://www.ccwa.us>. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the Certification Process by the solicitation submission deadline.

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

## **Division 2**

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

#### **8.2 SLBE Incentive Type**

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

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

##### **Bid Discount**

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

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

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

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

##### **Preference Points**

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

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

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

## **Division 2**

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

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

#### **8.3 SLBE Conclusion**

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

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

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

#### **8.4 Solicitation SLBE Required Form(s)**

For CCWA SLBE Certified Firms claiming a Bid Discount or Preference Points, a copy of their valid CCWA SLBE Certification Letter must be provided with their solicitation response.

**END OF SECTION**

**Division 2**

**Bid Requirements**

**Section 9: Hold Harmless Agreement**

**HOLD HARMLESS AGREEMENT**

**REGARDING CLIMBING AND INSPECTING THE  
W.J. HOOPER WPP ABOVE-GROUND STORAGE TANK FOR BID PURPOSES ONLY**

**A completed and notarized agreement form shall be provided to CCWA at the Mandatory Site Visit, on or before 3:00 p.m. on June 20, 2024. Please read this Agreement carefully and ask any questions that you may have before you sign it.**

The undersigned (the "Undersigned"), an Employee and/or Owner of a Contractor requesting inspection of certain elevated storage tank for bid purposes (the "Project"), desires to perform inspection which includes climbing of said ground storage tank on property of the Clayton County Water Authority (the "Authority") located at 70 Oakdale Drive, Stockbridge, GA 30281, and known as the Authority's W. J. Hooper WPP Above-Ground Storage Tank (the "Property").

This Agreement shall be valid from the date of execution through **December 31, 2024**, except upon violation thereof or upon violation of any written regulations relating to the Property. This Agreement may be revoked or suspended at any time as deemed necessary by the Authority.

The Undersigned shall only enter the designated areas of the Property for the limited purpose of climbing and inspection in conjunction with the purpose of the proposed bid and on the specific dates and times agreed to by both Parties. The Undersigned is prohibited from inviting any person onto the Property, other than persons with expressed permission pursuant to an Agreement regarding such research with the Authority.

While on the Property, the Undersigned shall observe all applicable security, safety and other regulations and shall exercise reasonable care at all times. The Undersigned, to the fullest extent permitted by law, shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Undersigned, save and except damage caused by the sole negligence of the Authority.

The Undersigned understands and accepts that Undersigned's presence on the Property may involve certain hazards, including but not limited to, walking, standing, and climbing on the ground storage tanks. The Undersigned expressly assumes all risks and damages incidental to performing such inspection on the property of the Authority.

## **Division 2**

## **Bid Requirements**

### **Section 9: Hold Harmless Agreement**

The Undersigned, to the fullest extent permitted by law, for and on behalf of the Undersigned, his or her heirs, administrators, executors, personal representatives, and assigns, does hereby release, discharge and agree to hold harmless and indemnify the Authority, its officers, directors, management, employees, agents, affiliates, trustees, representatives and members of the Board of Directors for the Authority, of, from, and for any and all claims, including costs and expenses, by any person or entity against the Authority or that the Undersigned may now or hereafter have against the Authority arising out of or by virtue of the Undersigned's presence on or near the Property. Indemnification of the Authority shall include, but not be limited to, any expenses, including but not limited to, attorney fees and court costs incurred by the Authority in the defense of any claim described herein or as a result of any breach by the Undersigned of the terms of this Agreement. Undersigned understands and acknowledges that this Agreement binds Undersigned's heirs, administrators, executors, personal representatives, and assigns it to the greatest extent allowed by law.

The Undersigned agrees to hold harmless and indemnify the Authority for any expenses incurred by the Authority, including damage that the Undersigned may cause to any property, real or personal of the Authority, as a result of the presence of the Undersigned on or near the Property. The Undersigned acknowledges that the right to remain on the Property is terminable at will and without notice. The Undersigned agrees to vacate the Property at such time(s) as the Authority or its representative, in their sole discretion, determines is appropriate. Undersigned agrees that Undersigned is not acting as an employee, or agent of the Authority.

In the event the Undersigned damages the property of any third party or injures any third party while on or near the Property, the Undersigned agrees to hold harmless and indemnify the Authority for any expenses and costs, including but not limited to attorney fees and other costs of defense, arising from any claim against the Authority as a result of such act by the Undersigned.

Undersigned also understands and acknowledges that the terms of this Agreement apply to any or all present or future demands, actions, causes of action, liens of any kinds, costs, expenses, debts, liabilities, judgments, sums of money, damages, or claims of any kind or character, that in any way relate to the presence of the Undersigned on or near the Property, that Undersigned may have against the Authority as well as its officers, directors, management, employees, agents, affiliates, trustees, representatives and members of the Board of the Authority.

**Division 2**

**Bid Requirements**

**Section 9: Hold Harmless**

**UNDERSIGNED HAS BECOME FAMILIAR WITH THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTANDS AND AGREES TO ITS CONTENTS. UNDERSIGNED HAS HAD AN OPPORTUNITY TO ASK QUESTIONS, AND UNDERSIGNED'S QUESTIONS HAVE BEEN ANSWERED TO UNDERSIGNED'S SATISFACTION.**

*As evidenced by the below signature, the Undersigned has read and agrees to abide by the above release.*

**BY THE UNDERSIGNED:**

COMPANY \_\_\_\_\_

REPRESENTATIVE NAME (Printed) \_\_\_\_\_

NAME (Signed) \_\_\_\_\_

DATE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

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

\_\_\_\_\_  
My Commission Expires  
(NOTARY SEAL)

**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 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** ("Pricing"), 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 Bid Form.

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

## **Division 3**

## **Contract Forms**

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

The Contractor shall be paid for items of work as noted:

#### **Lump Sum Work**

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

Once the work commences, the Authority shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15<sup>th</sup> day of the month. Each Application for Payment must be submitted to the Authority on or before the 20<sup>th</sup> day of each month in such form and manner, and with such supporting data and content as the Authority may require. Per Georgia Code Section 13-10-2, Authority will withhold a 5% retainage on each and every Application for Payment until such time as the value of the contract (including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to the Authority. If after reaching the 50% completion of the value of the contract, the Authority's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level of 5%. The Contractor may submit a request for release of retainage 30 days after the completion and final acceptance of the Project, and upon receipt of all necessary documentation including, but not limited to, a final affidavit and release of surety.

3. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within fifteen (15) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed sixty (60) calendar days. The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority the amount of \$750.00 per calendar day for each and every day, or part of a day thereafter, that any work as described in the contract documents remains incomplete and/or not accepted by CCWA.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of three (3) years from the

## Division 3

## Contract Forms

### Section 1: Agreement Form

date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

5. **WARRANTY ON GOODS PROVIDED:** The Contractor warrants its goods for a period of two (2) years from the date of final acceptance. Furthermore, the Contractor warrants that goods ordered to specifications will conform thereto and to any drawings, samples, or other description furnished or adopted by Authority, and will be fit and sufficient for the purpose intended; and that all goods are merchantable, of good material and workmanship, and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and shall run to Authority, its successors, assigns, customers at any tier, and ultimate user and joint users. Notices of any defects or nonconformity shall be given by Authority to the Contractor within fifteen (15) months after acceptance by ultimate user; provided however that in the event the goods are designed by the Contractor, notice must be given within three (3) years after acceptance by ultimate user. The rights and remedies of Authority concerning latent defects shall exist indefinitely and shall not be affected in any way by any terms and conditions of this Agreement, including this clause. Authority may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at the Contractor's expense and deduct the cost thereof from any monies due the Contractor. The return to the Contractor of any defective or nonconforming goods and delivery to the Authority of any corrected or replaced goods shall be at the Contractor's expense. Goods required to be corrected or replaced shall be subject to the provision of this paragraph and the paragraph of this Agreement entitled "inspection" in the same manner and to the same extent as goods originally delivered under this Agreement. In addition to correcting or replacing any defective or nonconforming goods, the Contractor shall also reimburse Authority for all costs and expenses incurred by Authority in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects and all other activities reasonably undertaken by Authority to obtain conforming goods or attempting to obtain from the ultimate user a waiver to permit the defective goods to be used with all or part of the defective conditions.

## Division 3

## Contract Forms

### Section 1: Agreement Form

6. **INSPECTION:** The Authority shall have the right to inspect the goods supplied hereunder at any time during the manufacture or fabrication thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the Authority. If any inspection or test is made by the Authority at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The Authority may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to the Contractor at the Contractor's expense. No inspection, examination, or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the Authority's request, the Contractor shall repair or replace defective goods at the Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance, or limit any of the Authority's rights, including without limitation those under the WARRANTY provisions of this Agreement. In the event inspection reveals a defect or defects and schedule urgency requires that the defect or defects be corrected by the Authority to support production, all cost of such correction, including without limitation installation and removal, will be charged to the Contractor; such charges will also include time and material and appropriate indirect and overhead expenses. The Contractor shall maintain in inspection system acceptable to the Authority covering the goods furnished hereunder.
7. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
8. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the

## **Division 3**

## **Contract Forms**

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

Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.

9. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
10. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal

## **Division 3**

## **Contract Forms**

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

liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days prior written notice of cancellation of the coverage.

11. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
12. **TERMINATION FOR DEFAULT:**
  - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
  - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the Authority for any Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
  - (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the

## **Division 3**

## **Contract Forms**

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

Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

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

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

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

- 14. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
- 15. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.
- 16. **ATTORNEYS' FEES:** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.
- 17. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

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

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: BERNARD FRANKS  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**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 RFB NUMBER 2024-WP-18.**

SAMPLE

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**EXHIBIT B**

**PRICING**

**THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 4 OF THE CONFORMED DOCUMENTS FOR RFB NUMBER 2024-WP-18.**

SAMPLE

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**EXHIBIT C**

**RISK MANAGEMENT REQUIREMENTS**

**THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 4 OF THE CONFORMED DOCUMENTS FOR RFB NUMBER 2024-WP-18.**

**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 **W. J. Hooper WPP Above-Ground Storage Tank  
Reconditioning** (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: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

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

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 **W. J. Hooper WPP Above-Ground Storage Tank Reconditioning** (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: **W. J. Hooper WPP Above-Ground Storage Tank Reconditioning**

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: Summary of Work**

#### **1.1 Description of the Project**

- A. The Work to be performed under this Contract generally consists of services related to the rehabilitation of a 1,175,000 gallon steel potable water storage tank (Finished Water Clearwell) for the W. J. Hooper Water Production Plant, including abrasive blast to bare metal of the tank interior and painting with an epoxy and zinc based primer coating system, water blast exterior and overcoating with epoxy and urethane coating system, structural repairs to the tank roofing system and other miscellaneous painting and repairs. Draping will be required for tank exterior surface preparation and coating operations. The Work consists of furnishing all labor, materials, tools, equipment, and incidentals required to complete all directed repairs and replacements as described in this Scope of Work.

#### **1.2 Project Location**

- A. The Work of this Contract is located at the W. J. Hooper Water Production Facility located at 70 Oakdale Drive, Stockbridge, Georgia 30281. The water production plant is owned by the Clayton County Water Authority (Owner), headquartered in Morrow, Georgia.
- B. Obtain all Federal, State, and local permits that may be required to perform the Work.

#### **1.3 Scope of Work**

- A. The Work to be performed under this Contract shall include, but is not necessarily limited to, constructing the Work described below and all appurtenances related to the Work. The Work shall be as follows:
1. Inspection of the exterior and interior surfaces of the existing 1,175,000-gallon (above-ground) steel water storage tank once the tank is dewatered and provide an inspection report to highlight findings and identify recommended repairs to the Owner/Engineer.
  2. Clean the interior and exterior surfaces of the steel water storage tank via abrasive blasting methods and water blasting methods specified herein to remove the existing coatings and prepare surfaces for repainting (recoating).

## **Division 4**

## **Specifications**

### **Section 1: Summary of Work**

3. Repair any welded seams or pits identified during the inspection and correct all imperfections to the interior and exterior surfaces of the metal water storage tank, including grinding and sanding smooth all metal welds, blisters, etc. on the tank walls and roof, to provide a smooth surface for repainting.
  4. Recoat (repaint) the existing steel water storage tank in accordance with AWWA D102 where applicable. Recoating shall also include painting of the ladder, access hatches, and all other miscellaneous tank appurtenances; and
  5. After completing the repainting work, clean the interior of the steel water storage tank and perform testing, disinfection and bacteriological sampling and testing per the requirements of AWWA C652 and the regulations of the State of Georgia.
- B. Refer to **Appendix 'A'** included with this Specification Section for a schematic drawing of the steel water storage tank along with various details showing the key attributes, dimensions, orientation, and material composition of the existing steel water storage tank designated as Clearwell No. 1.
- C. The tank rehabilitation and recoating shall be performed by a licensed contractor (Contractor), authorized to install the coating products by the manufacturer providing the coating warranty (Manufacturer's Warranty). The Contractor shall be trained and qualified to install the coating system in strict accordance with the manufacturer's details, specifications, and recommendations.
- D. All work must be of acceptable quality, accomplished in a timely neat, accurate, workmanlike and professional manner by trained, experience personnel. Work shall be supervised at all times by personnel knowledgeable of the technical and procedural aspects of this Work specified by the Contract.
- E. Contractor shall perform all Work in accordance with the applicable coating manufacturer's instructions and consistent with sound, universally accepted industry standards and codes.
- F. Contractor shall not perform any Work until the Owner directs the Contractor in writing to proceed.

## **Division 4** **Specifications**

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### **Section 1: Summary of Work**

#### **1.4 Conditions at the Site**

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

#### **1.5 Work by Owner**

- A. The Owner will perform operational activities required to produce drinking water on a continuous 24 hour / seven (7) day per week basis throughout the duration of the project. The Owner will adjust its water production operations accordingly to allow for Finished Water Clearwell No. 1 to be dewatered throughout the tank rehabilitation and recoating process (30 calendar days maximum).

#### **1.6 Sequence and Progress of Work**

- A. Upon issuance of the Notice of Proceed, Contractor shall provide the required construction submittals, shop drawings and samples specified in this Project Manual.
- B. The water storage tank rehabilitation and recoating work must be substantially complete within 30 calendar days after the initial date of tank dewatering by the Owner.
- C. All work must be completed and ready for final payment within 60 calendar days of the Notice to Proceed.
- D. Contractor shall provide required submittals and shop drawings and obtain approval of such submittals prior to the Owner dewatering the steel water storage tank and scheduling of the Pre-Painting Conference replacement operations.

## **Division 4**

## **Specifications**

### **Section 1: Summary of Work**

- E. Contractor must coordinate and participate in a Pre-Painting Conference no less than one week in advance of commencement of steel tank rehabilitation and painting operations. The Contractor shall provide the Owner and Engineer with at least 1 week's advance notice of requesting a conference.
- F. The conference shall include an inspection of the exterior of the water storage tank by the Contractor, representatives of the coating system manufacturer, any necessary subcontractors, Owner, and Engineer.
- G. Contractor must erect Owner-approved draping around the steel water storage tank to protect the Owner's adjacent facilities and the drinking water production process from debris, dust, mist, and other objectionable materials prior to performing the tank rehabilitation activities and recoating operations.

#### **1.7 Owner Occupancy**

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

#### **1.8 Contractor's use of Premises**

- A. Contractor shall limit the use of the Owner's premises for its Work and for storage to allow for Owner occupancy.
- B. Coordinate the use of the premises with the Owner.
- C. The Contractor shall:
  - 1. With the exception of the water storage tank designated as Finished Water Clearwell No. 1, allow for unobstructed Owner occupancy and use of all facilities at all times.
  - 2. Limit working days and working hours to Owner's normal business hours. The Owner's normal business hours are 7:00 AM to 6:00 PM, Monday through Friday.
  - 3. Restrict its worker's access to the inside any of buildings on the Water Production Plant site unless specifically allowed by Owner's Plant Superintendent.

## **Division 4**

## **Specifications**

### **Section 1: Summary of Work**

4. Erect protective covering around the outside of Finished Water Clearwell No. 1 prior to performing the tank rehabilitation activities and recoating operations to protect the Owner's facilities from dust, debris, and other objectionable material that may be generated in the performance of Work.
  5. Keep driveways and entrances clear and clean. Do not use these areas for parking and/or material storage. Schedule deliveries to minimize on-site storage of materials and equipment.
- D. Contractor shall assume full responsibility for security of all its and all of its subcontractors' stored materials and equipment either on or off site.
  - E. If directed by the Owner, immediately move any stored items which interfere with the operations of the Owner or other contractors.
  - F. After completion of the steel storage tank repair and repainting activities, Contractor shall return the work site area to its original condition, pick up all tools and equipment and remove all work-related debris and dispose of in a legal manner.

### **1.9 Care and Protection of Property**

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

### **1.10 Temporary Facilities**

- A. Provide all temporary light and power required to perform the work, including making arrangements with the local electric company, if necessary.
- B. Provide self-contained toilets of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed, for the use of personnel employed on the site.

## **Division 4**

## **Specifications**

### **Section 1: Summary of Work**

- C. Provide a self-contained freshwater hand washing stations for the use of personnel employed on the site. The unit may be provided separately or in-conjunction with the temporary lavatory facilities. Owner to provide water source to the Contractor at no cost.

**END OF SECTION**

(Appendix 'A' Follows)

**Division 4**

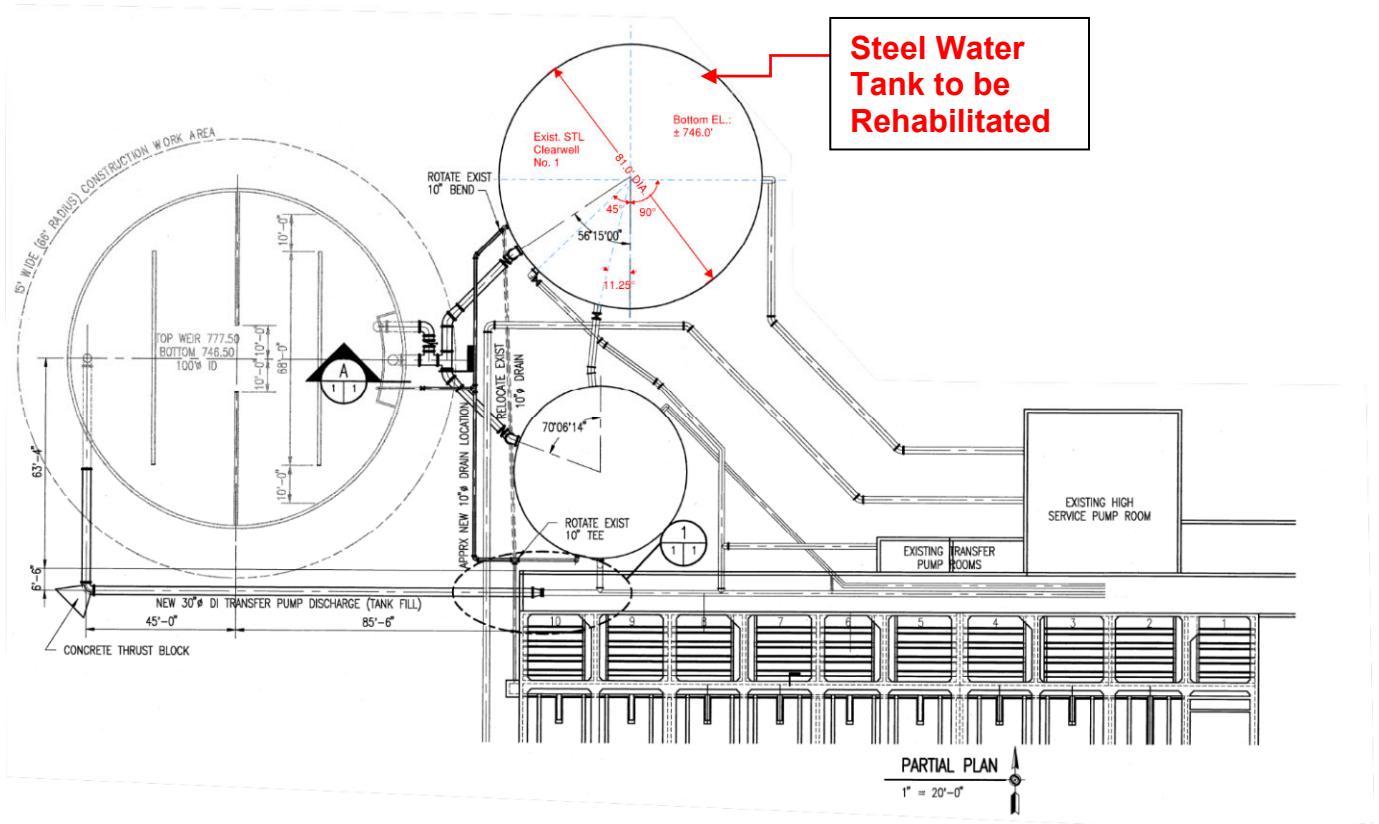
**Specifications**

**Section 1: Summary of Work**

**APPENDIX 'A'**

**STEEL WATER STORAGE TANK SCHEMATIC DRAWINGS AND DETAILS**

**Overall Location Map with Existing Piping**





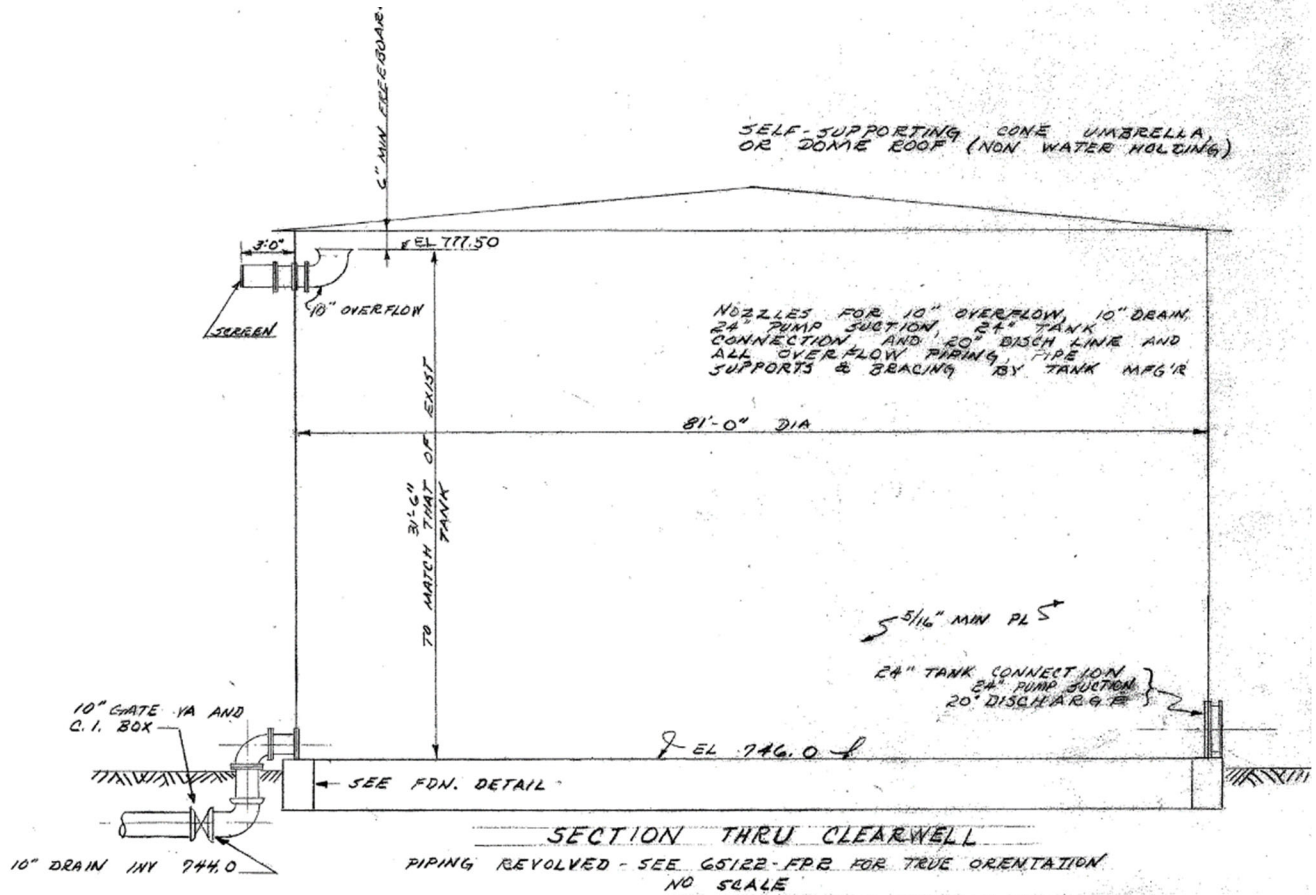
**Division 4**

**Specifications**

**Section 1: Summary of Work**

**STEEL WATER STORAGE TANK DETAIL DRAWING**

**Elevation View w/ Original Piping**



## **Division 4**

## **Specifications**

### **Section 2: Painting**

#### **2.1 Summary**

- A. The work of this Section consists of furnishing all materials, labor, equipment, and incidentals required and performing all the paintings necessary to this Contract in its entirety.
- B. This section includes, but is not necessarily limited to, standards for cleaning and the painting of structures and equipment described in these Specifications. Furnish all materials, equipment, and labor necessary to complete the work. The terms “paint” and “coating material” shall be considered synonymous.
- C. Interior surfaces are defined as all inside areas of the tank, both below and above the high-water line, including the underside of the roof, ladders, pipe, spider rods, stiffeners, rafters, fittings, and appurtenances.
- D. Exterior surfaces are defined as all outside areas of the tank, including the ladders, pipe, fittings, and appurtenances.

#### **2.2 Substitutions**

- A. All coatings shall be the products of a single manufacturer.

#### **2.3 Submittals**

- A. The Contractor shall submit to the Engineer for review the following information concerning the methods and materials the Contractor proposes to use in work covered by this Section of this Specification:
  - 1. A list of all components (paints or other materials) to be used in each painting system required herein.
  - 2. A complete descriptive specification, including manufacturer’s data sheet of each component, proposed paint systems and detail surface preparation, application procedures, and dry film thickness (DFT). Certify that the systems submitted meet all applicable volatile organic carbon regulations. Equivalent systems are to be submitted at no additional cost to meet any new regulations.
  - 3. Prior to completing the purchase and delivery of the coating material selected by the Contractor, the Contractor shall obtain a letter from the material supplier stating that the selected material is suitable and

## **Division 4**

## **Specifications**

### **Section 2: Painting**

compatible for application and use as directed under these Specifications.

4. Submit to the Engineer a color chart for each product to be applied.
  5. Submit to Engineer three sets of 8-in by 8-in color samples on 1/4-inch hardboard, of all colors required for all types of paint.
  6. Draping plan for use during surface preparation and coating application operations.
- B. Certifications – Prior to final payment, the coating system manufacturer shall submit certifications that the Contractor’s surface preparation and coating application work has been performed, inspected, and tested in accordance with manufacturer’s instructions.
- C. Schedule of Painting Operations: Submit to the Engineer, in accordance with Section 01 , a complete Schedule of Painting Operations within 30 days after the Notice to Proceed. This Schedule is imperative as the Owner must adjust its regular operations to accommodate the painting specified in these Specifications. This Schedule shall include for each surface to be painted, the brand name, the percent volume of solids, the coverage, and the number of coats the Contractor proposes to use in order to achieve the specified DFT. When the Schedule has been approved, apply material in strict accordance with the approved Schedule and the manufacturer’s instructions. Wet and dry paint film gauges shall be made available to the Owner/Engineer to verify proper application while work is in progress.
- D. Documentation of the compatibility between prime coats and finish coats shall be submitted along with the date and ambient conditions for all prime coat installations with an established recoat window allowed for each prime system. Corrective surface preparation techniques shall be submitted for all systems in the event that the recoat window is missed.

### **2.4 Reference Standards**

- A. American Society of Testing and Materials (ASTM)
1. ASTM D609 – Standard Practice for Preparation of Cold-Rolled Steel Panels for Testing Paint, Varnish, Conversion Coatings, and Related Coating Products.

## **Division 4**

## **Specifications**

### **Section 2: Painting**

2. ASTM D610 – Standard Practice for Evaluating Degree of Rusting on Painted Steel Surfaces.
  3. ASTM D2200 – Standard Practice for Use of Pictorial Surface Preparation Standards and Guides for Painting Steel Surfaces.
  4. ASTM D4417 – Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel.
- B. NSF International (NSF)
1. NSF 61 – Drinking Water System Components – Health Effects
- C. The Society for Protective Coatings (SSPC)
1. SSPC SP 1 – Surface Preparation Specification No. 1, Solvent Cleaning
  2. SSPC SP 2 – Surface Preparation Specification No. 2, Hand Tool Cleaning
  3. SSPC SP 3 – Surface Preparation Specification No. 3, Power Tool Cleaning
  4. SSPC SP 6 – Surface Preparation Specification No. 6, Commercial Blast Cleaning
  5. SSPC SP 7 – Surface Preparation Specification No. 7, Brush-off Blast Cleaning
  6. SSPC SP 10 – Surface Preparation Specification No. 8, Near-White Metal Blast Cleaning
  7. SSPC PA 2 – Measurement of Dry Paint Thickness with Magnetic Gages
  8. SSPC VIS-1-89T – Pictorial Surface Preparation Standard
- D. National Association of Corrosion Engineers (NACE)
1. RP0188-88 – Standard Recommended Practice for Discontinuing (Holiday) Testing of Protective Coatings
- E. Where reference is made to one of the above standards, the revision in effect at the time of the bid opening shall apply.

### **2.5 Quality Assurance**

- A. Manufacturer Representative During Painting Operations

## **Division 4**

## **Specifications**

### **Section 2: Painting**

1. At a minimum, the Contractor shall require the paint manufacturer to furnish a manufacturer's qualified technical represent to visit the project site for technical support as required and ordered and as may be necessary to resolve field questions or problems attributable to or associated with the manufacturer's products furnished under this Contract or the application thereof.

#### **B. Cold Weather Construction**

1. All paint shall be at room temperature before applying, and no painting shall be done when the temperature is below 50°F, in dust-laden air, when rain or snow is falling, or until all traces of moisture have completely disappeared from the surface to be painted. Lower temperatures will only be allowed with written instructions from the pain manufacturer.

#### **C. Inspection and Testing**

1. All materials and work shall be accessible and subject to inspection by the Owner/Engineer.
2. The completed work shall be inspected visually by the Engineer for skips, holidays, hiding, uniform color and appearance, and other imperfections. All defective work shall be corrected by the Contractor.
3. Coating thickness on steel shall be determined in accordance with SSPC PA 2. The number of readings will be a minimum of that stated in SSPC PA 2.
4. Coating integrity for coatings in immersion areas or subjected to splash and spillage shall be determined in accordance with NACE RP0188-88 using the low voltage wet sponge test method. All holidays shall be clearly marked for repair.

- D. Inspection by the Owner/Engineer, or the waiver of inspection of any particular portion of the Work, shall not relieve the Contractor or its responsibility to perform the work in accordance with these Specifications.

### **2.6 Administrative Requirements**

- A. Pre-Painting Conference

## **Division 4**

## **Specifications**

### **Section 2: Painting**

1. Upon approval of the applicable submittal data and at least 7 calendar days in advance of commencement of painting operations, a pre-painting conference shall be held. Attendees shall be no less than the Owner's Representative, Engineer, Contractor's Superintendent, technical representatives of the painting manufacturer. Contractor shall coordinate the Pre-Painting Conference.
  2. The primary purpose of the Conference is to review foreseeable methods and procedures related to painting activities under this Contract. Important issues such as environmental conditions, climate control systems, primer, DFT, and monitoring of the number of coats to be field applied shall be discussed.
  3. A written record of the meeting shall be submitted to the Owner and Engineer.
- B. The Contractor shall give the Engineer a minimum of 3-days advance notice of the start of any field surface preparation work.
- C. All such work shall be performed only in the presence of the Engineer unless the Engineer has granted prior approval to perform such work in his absence.
- D. Painting subcontractor shall provide five (5) references, which show that the painting subcontractor has previous successful experience with the specified or comparable coating systems. Include the name, address, and the telephone number for the owner of each installation for which the painting subcontractor provided the protective coating.
- E. Primers containing lead will not be allowed.

### **2.7 Performance Requirements**

- A. Warranty Inspection
1. A warranty inspection shall be conducted during the 11<sup>th</sup> month following completion of all coating and painting work. The Contractor, including any painting subcontractor, and a representative of the coating material manufacturer shall attend this inspection with the Owner/Engineer.
  2. All defective work shall be repaired in accordance with these specifications and to the satisfaction of the Owner. The Owner/Engineer may, by written notice to the Contractor, reschedule the warranty inspection to another date within the 1-year correction period or may

## **Division 4**

## **Specifications**

### **Section 2: Painting**

cancel the warranty inspection altogether. If a warranty inspection is not held, the Contractor is not relieved of its responsibilities under the Contract Documents.

#### **2.8 Delivery, Storage, And Handling**

- A. All painting materials shall be delivered to the mixing room in unbroken containers, bearing the manufacturer's brand, date of manufacture, and name. They shall be used without adulteration and mixed, thinned, and applied in strict accordance with manufacturer's directions for the applicable materials and surface and with the Engineer's approval before use.
- B. Painting materials shall be delivered to the job site in the original unopened containers, bearing the manufacturer's label. A Product Data Sheet and Material Safety Data Sheet for all paintings, activators, thinners, accelerators, and other materials shall be obtained from the manufacturer for each shipment of materials to the job site. Painting materials shall be stored in a dry, well-ventilated area, not in direct contact with the ground, where the temperature is maintained between 40 and 120°F. Damaged materials and/or materials exceeding the shelf life shall not be used.
- C. Paints shall be mixed in proper containers of adequate capacity. All paints shall be thoroughly stirred before use and shall be kept stirred while use. No unauthorized thinners or other materials shall be added to any paint. Air shall not be used directly for agitation. Pigmented material shall be strained after mixing. Where application equipment has strainers, they should be sized so as to allow pigment to pass but not foreign material. Multiple (2 or more) component catalyzed materials may not be used beyond the recommended pot life.
- D. Work areas will be designated by the Owner for storage and mixing of all painting materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for painting waste, and no plumbing fixture shall be used for this purpose.
- E. All recommendations of the paint manufacturer with regard to the health and safety of working personnel shall be followed.

## **Division 4**

## **Specifications**

### **Section 2: Painting**

#### **2.9 Maintenance - Spare Materials**

##### **A. Spare Material**

1. Furnish one unopened gallon can of each type and each color of paint specified herein.

#### **2.10 Abrasive Material**

- A. The abrasive used in the abrasive cleaning shall be a material acceptable to the regulatory agencies of the State of Georgia for use in the described work. The material shall be of a shape and size to produce a uniform surface of acceptable profile to properly bond the prime coat.
- B. The abrasive may be a combination of materials, including additives such as dust inhibitors and Blastox®.
- C. If Blastox® is used it shall be blended with the blasting abrasive by a blending facility authorized by the Authority.

#### **2.11 Coating Materials**

- A. All painting materials shall be supplied by one manufacturer, unless otherwise approved by the Owner/Engineer. The painting schedule has been prepared on the basis of Tnemec Company Inc. and/or Induron Coatings products and application recommendations, unless otherwise noted in the schedule. Equals by Sherwin-Williams, or ICI/Devoe. All materials shall meet NSF Standard 61 and be fully equal to the Tnemec products listed in the following schedule. No brand other than those named will be considered for approval unless the brand and type of paint proposed for each item in the following schedule together with sufficient data substantiated by certified tests, conducted at no expense to the Owner, to demonstrate its equality to the paint(s) named, is submitted in writing to the Engineer for approval within 30 days after the signing of the Notice to Proceed. The type and number of tests performed shall be subject to the Engineer's approval.
- B. No paint containing lead will be allowed. Oil shall be pure boiled linseed oil.



**Division 4**

**Specifications**

**Section 2: Painting**

**2.12 Paint Types**

A. The following surfaces shall have the types of paints scheduled below applied at the dry film thickness (DFT) in mils per coat noted in the paint schedule below:

Surface Preparation: SSPC-SP6				
Type: Epoxy/Polyurethane				
Use: Exterior Tank and Piping Overcoat, except Ductile Iron Pipe				
Coat	Minimum Dry Film Thickness 'DFT' (Mils)	Tnemec	Induron	Sherwin-Williams
Prime (spot repair)	Manufacturer specific	Series 135 Chembuild (3.0 to 4.0 mils)	Induramastic 85 (3.0 to 5.0 mils)	Macropoxy 920 Pre-Prime (1.5 to 2.0 mils)
Intermediate	Manufacturer specific	Series 135 Chembuild (3.0 to 4.0 mils)	Induramastic 85 (3.0 to 5.0 mils)	Macropoxy 920 Pre-Prime (1.5 to 2.0 mils)
Finish	Manufacturer specific	<sup>2</sup> 1074U Endura-Shield II (2.0 to 3.0 mils)	6600 Indurethane Plus (2.0 to 3.0 mils)	Acrolon Ultra (2.0 to 3.0 mils)
System				

Surface Preparation: SSPC-SP10				
Type: Zinc/Epoxy Surface Profile: 2.0 to 3.0 mils				
Use: Interior Tank and Piping, except Ductile Iron Pipe				
Coat	Minimum Dry Film Thickness 'DFT' (Mils)	Tnemec	Induron	Sherwin-Williams
Prime	Manufacturer specific	Series 91-H2O (2.5 to 3.5 mils)	Indurazinc MC67 (2.5 to 3.5 mils)	Corothane I Galvapac 2K (2.0 to 3.0 mils)
Stripe	Manufacturer specific	<sup>1</sup> N140Pota-Pox Plus (2.0 to 3.0 mils)	<sup>3</sup> PE-70/RC-70 (2.0 to 3.0 mils)	Macropoxy 646 PW (2.0 to 3.0 mils)
Intermediate	Manufacturer specific	<sup>1</sup> N140Pota-Pox Plus (4.0 to 6.0 mils)	<sup>3</sup> PE-70/RC-70 (4.0 to 6.0 mils)	Macropoxy 646 PW (4.0 to 6.0 mils)
Finish	Manufacturer specific	<sup>1</sup> N140Pota-Pox Plus (4.0 to 6.0 mils)	<sup>3</sup> PE-70/RC-70 (4.0 to 6.0 mils)	Macropoxy 646 PW (4.0 to 6.0 mils)
System	Total DFT	10.5 to 15.5 mils	10.5 to 15.5 mils	10.0 to 15.0 mils

<sup>1</sup> Add Series 44-700 Epoxy Accelerator when the surface temperature is below 50°F.

<sup>2</sup> Add Series 44-710 Urethane Accelerator when the surface temperature is below 50°F.

**Division 4**

**Specifications**

**Section 2: Painting**

- <sup>3</sup> Use PE-70 for warm weather applications when the surface temperature and the ambient air temperature are above 50°F and are expected not to decrease for at least two hours after application. Use RC-70 for cold weather applications when the surface temperature and the ambient air temperature are above 35°F and are expected not to decrease for at least two hours after application.

Surface Preparation: SSPC-SP1 (See Notes 3 & 4)				
Use: Cast and Ductile Iron Piping, Fittings and Valves - Interior and Exterior				
Coat	Minimum Dry Film Thickness 'DFT' (Mils)	Tnemec	Induron	Sherwin-Williams
Prime	Manufacturer specific	<sup>2</sup> Omnithane Series 530 (2.0 to 3.0 mils)	-	Corothane I Pre-Prime (1.5 to 2.0 mils)
Intermediate	Manufacturer specific	<sup>1</sup> N69 Epoxoline II (2.0 to 3.0 mils)		Corothane I Mio-Aluminum (2.0 to 3.0 mils)
Finish	Manufacturer specific	<sup>2</sup> 1074U Endura-Shield II (2.0 to 3.0 mils)	-	Corothane I Aliphatic (2.0 to 3.0 mils)
System	Total DFT	6.0 to 9.0 mils	-	5.5 to 8.0 mils

- <sup>1</sup> Add Series 44-700 Epoxy Accelerator when the surface temperature is below 50°F.
- <sup>2</sup> Add Series 44-710 Urethane Accelerator.
- <sup>3</sup> Pressure wash to a 2,500 psi minimum. Then prepare surface according to NAPF 500-03-02, "Hand Tool Cleaning" or NAPF 500- 03-03, "Power Tool Cleaning". All surfaces must be clean and free of all loose annealing oxide, loose rust, loose mold coating, other loose detrimental foreign matter, oil, grease and other contaminants. Feather all edges.
- <sup>4</sup> Dehumidification of the pump station while cleaning and coating the interior piping is recommended. At a minimum, providing air flow (fans) during the cleaning and coating of the interior and exterior coating is recommended.

**2.13 Execution – General**

- A. Protect all surfaces not to be painted, including those of on-site facilities, off-site facilities, vehicles, and persons, from paint and damage of any kind caused by surface preparation and painting operations. Repair damage as a result of inadequate or unsuitable protection.
- B. Draping: As a minimum, provide draping of a sufficient height <sup>1</sup>above tank to prevent fouling surfaces not being painted during surface preparation operation, whether by water blasting or abrasive surface preparation, and during the painting operation to prevent spray or droppings from fouling surfaces not being painted.

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- C. The Contractor's on-site representative shall keep a record of work performed each day and shall submit it to the Engineer weekly. The forms for this record will be furnished by the Engineer.
- D. No coat of paint shall be applied until the surface has been inspected and accepted by the Engineer. The Contractor shall give at least 24 hours' notice to the Engineer when cleaning is to be performed to prevent inspection delays. The Contractor shall provide the necessary access for inspection by the Engineer.
- E. Surface Preparation and Application Overview
  - 1. Tank Exterior and Exterior <sup>1</sup>Steel Piping (Overcoat)
    - a. Spot blast corroded areas (to SSPC-SP6 finish)
    - b. Spot prime newly blasted areas
    - c. Pressure-wash clean surface
    - d. Fill all pits and dents and correct imperfections to provide smooth surface for painting
    - e. Apply full intermediate coat
    - f. Apply final coat
  - 2. Tank Interior (Repaint)
    - a. Abrasive blast clean surface (SSPC-SP10 finish, and surface profile as specified)
    - b. Grind and sand smooth all metal welds, blisters, and imperfections (SSPC-SP10 and surface profile as specified)
    - c. Fill all pits and dents and correct imperfections to provide smooth surface for painting
    - d. Apply prime coat
    - e. Apply stripe coat
    - f. Apply intermediate coat
    - g. Apply final coat
  - 3. Cast and Ductile Iron Pipe, Fittings and Valves
    - a. Surface Preparation

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- i. Pressure wash to a 2,500-psi minimum.
  - ii. Then prepare surface according to NAPF 500-03-02, "Hand Tool Cleaning" or NAPF 500-03-03, "Power Tool Cleaning".
  - iii. All surfaces must be clean and free of all loose annealing oxide, loose rust, loose mold coating, other loose detrimental foreign matter, oil, grease, and other contaminants.
  - iv. Feather all edges.
- b. Apply prime coat.
  - c. Apply intermediate coat.
  - d. Apply final coat.

#### **2.14 Environmental Conditions**

- A. Environmental conditions which affect coating application include, but are not necessarily limited to, ambient air temperature, surface temperature, humidity, dew point and environmental cleanliness. Comply with the manufacturer's recommendations regarding environmental conditions under which coatings may be applied.
- B. No outside spray painting shall be allowed if wind speed exceeds 5 miles per hour or the temperature/humidity is beyond the manufacturer's recommendations. The Contractor shall be repairs due to overspray.
- C. Surface preparation, cleaning and painting of the exterior surfaces must be performed during periods of still air or only a slight breeze so that fallout of the dust or paint spray produced does not drift beyond the drapes. The Owner reserves the right to temporarily stop the Contractor from exterior surface preparation or painting when, by observation, it is apparent that the wind direction or velocity prevents compliance with this requirement. Any clean-up of fall-out shall be the responsibility of the Contractor.
- D. All blast residue from the tank shall be properly disposed of off-site by the Contractor in accordance with the Specifications.
- E. No paint shall be applied upon damp or frosty surfaces, or in wet or foggy weather. No paint shall be applied in temperatures below 40° F, when freezing (32° F) is predicted within 24 hours of application, or under temperature or humidity conditions not recommended by the manufacturer. However, in no

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case shall coatings be applied when the surface temperature is within 5° F of dew point, and in no case shall coating be applied over a damp surface.

- F. In situations where condensation on existing surfaces is problematic, provide dehumidification systems to control this surface condition.
- G. The Contractor shall maintain on-site a log recording the following information, obtained at the beginning of the workday, at mid-day and at the end of the workday: ambient air temperature, surface temperature, humidity, dew point and environmental cleanliness. When work is being performed inside the tank or inside another structure, this information shall be recorded for both the interior area where work is being performed and the exterior.

### **2.15 Safety**

- A. General
  - 1. The Contractor is responsible for the safety of all workers and subcontractors and suppliers performing work on this Project.
  - 2. The Contractor shall protect the Owner, the Engineer, and the General Public from harm attributable to the Contractor's performance, or non-performance, of the work on this Project. The protection shall include, but not be limited to, providing the necessary safety equipment and instructions for its use by the Owner, and their agents.
  - 3. The Contractor shall protect the existing on-site and off-site structures, property, and environment from damage attributable to the Contractor's performance, or non-performance, of the work on this Project.
  - 4. The Contractor shall comply with the applicable standards of 29 CFR Part 1910 and 29 CFR Part 1926.
  - 5. The listing of the following potential hazards shall in no way relieve the Contractor's responsibility for safety on this Project.
- B. The interior of these tanks may be considered a confined space hazard. The Contractor shall confirm to the Owner, in writing, prior to the start of the Project that the Contractor has training programs, trained personnel, and is otherwise in compliance with CFR 1910.146.
- C. Lead Exposure
  - 1. Workers shall be protected in accordance with all applicable rules and

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regulations having jurisdiction over this work. Specifically, workers shall be protected in accordance with 29 CFR Part 1926.62.

2. All testing of the environment associated with the protection of workers, and the establishment of the degree of protection required for the workers, shall be performed under the direction of the Contractor, and shall be paid for by the Contractor.

#### **2.16 Containment, Collection And Disposal**

- A. Collection and containment of surface preparation debris shall be conducted in accordance with the "Guide for Containing Surface Preparation Debris Generated During Paint Removal Operations" (SSPC - Guide 6). The minimum containment system shall be Class 2W for Water Blasting. Assessment Method for Quantity of Emissions shall be Method A – Visible Emissions, with maximum permitted emissions being Level 1.
- B. The means and methods of containment and collection shall be at the discretion of the Contractor, subject to the following provisions:
  1. The Contractor shall provide a tarp, barrier, or some other means of containment to prevent the blast debris from coming into contact with the ground.
  2. The Contractor shall not allow any surface preparation debris to fall, blow or drift beyond the drape containment system.
  3. The Contractor shall perform a soil analysis prior to any work being performed on each site and after all work has been performed on each site. Such analysis shall be in accordance with Method E for Method for Assessing the Quantity of Emissions, as described in SSPC - Guide 6.
- C. Debris disposal from tank exterior surface preparation operations shall be conducted in accordance with the Guide for Disposal of Lead-Contaminated Surface Preparation Debris (SSPC - Guide 7) and these Specifications.
- D. If the analysis of blasting residue shows that it does not contain more than 5 parts per million of leachable lead, the Contractor shall dispose of the waste represented by that analysis off site at a location of its choosing, as subject to the approval of the disposal site property owner and these Specifications.
- E. If the analysis of blasting residue shows that it contains more than 5 parts per million of leachable lead, the Contractor shall handle, collect, store, transport,

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and dispose of the waste represented by that analysis in accordance with all rules and regulations having jurisdiction over this work, including:

1. 40 CFR Part 260 Hazardous Waste Management System: General.
2. 40 CFR Part 261 Identification and Listing of Hazardous Waste.
3. 40 CFR Part 262 Standards Applicable to Generator of Hazardous Waste.
4. 40 CFR Part 263 Standards Applicable to Transporters of Hazardous Waste.
5. 40 CFR Part 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
6. 40 CFR Part 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
7. 40 CFR Part 268 Land Disposal Restrictions.

#### **2.17 Lead Paint Residue Handling**

- A. Notice: The Contractor is advised that the paint removal operation may create a residue which contains lead of unknown concentrations.
- B. Existing Information and Conditions: See Specification Sections for Summary of Work and Repair and Repainting of Steel Tanks.
- C. At the Contractor's option, it may apply the pre-blast lead treatment coating to areas known to contain lead. If applied, it shall be applied in accordance with the manufacturer's recommendations. The manufacturer shall have an authorized representative present during the first two days of the application of this coating to instruct the Contractor's personnel and to observe the Contractor's application of the product.
- D. Pilot Test Blast
  1. The Contractor shall perform a pilot test blast on the surfaces which are (1) to be abrasive cleaned and (2) noted in the Appendix of the Specifications as containing lead. Such test blast shall be performed at least ten (10) days prior to full scale surface preparation activities on said surface. Such test blast shall be representative of the conditions and effort and materials to be expended in the production blasting of the rest of said surface.

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2. Samples of blast residue debris shall be collected and transported as indicated below.
- E. Analysis of Blast Residue
1. Samples of the blast residue shall be collected in accordance with 40 CFR Part 261 and Part 262.11. Laboratory analysis shall be conducted in accordance with 40 CFR Part 268, Appendix I, Toxicity Characteristic Leaching Procedure (TCLP).
  2. Laboratory analyses of the blast residue shall be performed by the testing laboratory in accordance with the terms of the CASH ALLOWANCE.
- F. Frequency of Sampling and Analyses
1. The Contractor shall collect samples of the blast residue from the pilot blasting operation and transport them to the testing laboratory selected by the Owner.
  2. Should the pilot operation reflect a concentration of lead in the blast residue that warrants treatment of the debris as a hazardous waste, the Contractor shall collect samples every other day and transport them to the testing laboratory selected by the Owner.
  3. Should the pilot operation reflect a concentration of lead in the blast residue that does not warrant treatment of the debris as a hazardous waste and has a concentration of less than 4.0 parts per million of leachable lead, the Contractor shall not be required to collect further samples.
  4. Should the pilot operation reflect a concentration of lead in the blast residue that does not warrant treatment of the debris as a hazardous waste but has a concentration of greater than or equal to 4.0 parts per million of leachable lead, the Contractor shall collect samples every other day and transport them to the testing laboratory selected by the Owner. Such sampling and analyses shall continue until the concentrations reflect the level described in Paragraph 3.05, F. 3, above.
- G. Under no circumstances shall the results of the leachable lead concentration testing of the blast residue be construed to reflect the degree of protection required for the personnel exposed to the Contractor's operation.



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#### **2.18 Surface Preparation**

- A. All surfaces shall be thoroughly clean, dry, and free from oil, grease, or dust. All fabricated metal products shall have all weld flux and weld splatter removed, and sharp peaks in welds ground smooth.
- B. Dry Blast Method: Where so required, all paint, dirt, rust, and foreign material shall be removed by abrasive blasting using the dry blast method. Standards for the surface preparation of ferrous metals required in the Material Schedules are the standards of SSPC – The Society for Protective Coatings. Care shall be taken to blast clean all pits, welds, and other rough surfaces so that the rough surfaces do not cause a "shadow" effect.
- C. Pressure Wash Method
  - 1. The exterior of the tank shall be spot, abrasive blast cleaned where the coating has failed, and the metal and rust is showing. The blasted areas shall extend to the outer limits of the rusted area but is not intended to remove well bonded adjacent paint. All dirt, rust and foreign material shall be removed in these areas by abrasive blasting using the dry blast method. Care shall be taken to blast clean all pits, welds, and other rough surfaces so the rough surfaces do not cause a "shadow" effect. After these areas are cleaned and primed, the remaining exterior surface shall be pressure wash cleaned.
  - 2. Pressure Washing: Pressure washing shall be performed with a pump capable of producing 3,000 psi at the tip. Washing will be performed to remove all dirt, chalked paint, loose paint, mildew, or other foreign material leaving only clean, tight-adhering paint. The initial wash water shall have a fungicide added and may have detergents added. A rinse wash shall be used to remove all residue of the detergents.
- D. All surface preparation and cleaning shall be performed in accordance with AWWA D102, the standards and guidelines of SSPC - The Society for Protective Coatings, and as specified in this section. All cleaning shall be performed in accordance with OSHA regulations.
- E. The work shall be performed from scaffolding or platforms of the Contractor's selection, but in no event will blasting be performed from an untethered boson chair that allows the operator to be pushed away from the work surface by the reaction force of the nozzle.

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#### **F. Inspection**

1. Cleaned surfaces shall be inspected by the Engineer prior to primer application. Material manufacturer shall be onsite to inspect surface preparation as well when directed by the Engineer.

### **2.19 Application**

#### **A. General**

1. After specified surface preparation for field painting, Surfaces shall be dry and free of dust, oil, grease, dirt, rust, loose mill scale, and other foreign material before priming.
2. Surface temperature and all other application conditions shall be in accordance with approved primer manufacturer's recommendations. Enclosures and auxiliary heat shall be utilized as necessary to achieve compliance.
3. All painting shall be performed in accordance with AWWA D102 and as specified herein. The application of paint shall be in strict accordance with the printed instructions of the paint manufacturer.
4. Paint shall be evenly spread in the proper thickness, so that there shall be no drips, runs or sagging of the coating. A uniform coating shall be worked around all irregularities. If runs and drips do occur, they shall be removed, and the surface re-coated to the satisfaction of the Engineer prior to application of the next coat. As the painter adjusts its physical location during the coating operation, all over sprays that may have settled on the surfaces, especially welded seams, shall be swept or blown off. All overspray, heavy drips, or sags shall be removed. All coating applied on top of overspray shall be removed and the area repainted.
5. Sufficient time, as directed by the manufacturer, shall be allowed for the paint to dry before the application of the succeeding coats.
6. Colors shall be chosen by the Owner. Each coat shall be tinted to facilitate positive identification of areas receiving subsequent coats.

#### **B. Tank Interior and Interior Steel Piping**

1. Field Prime Coats (for field blasted tanks)
  - a. After completion of the surface preparation and cleaning, all

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### **Section 2: Painting**

- surfaces shall receive a complete prime coat. All areas cleaned within one day shall be primed the same day.
- b. Immediately before priming, the metal shall be cleaned of dust and foreign materials. The air used to blow off dust shall be dry and free of oil. A minimum of two hours shall elapse between the time blasting operations have stopped and priming begins.
  - c. The prime coat shall be applied by brush, roller, or airless spray.
2. Interior Stripe Coat: After completion of the prime coat, all interior weld seams, including attachment welds, shall receive an intermediate stripe coat applied by brush. The purpose of this coat is to assure that no "shaded" areas around the welds exist and to provide more protection for the rough weld areas. Coating shall cover the weld and adjacent metal a minimum of 2-inches on each side of the weld. Additionally, all inside corners, outside corners and edges shall receive a stripe coat as required for welding areas.
  3. Intermediate Coat: After completion of the stripe coat, all surfaces shall receive an intermediate coat. The intermediate coat shall be applied by brush, roller, or airless spray.
  4. Finish Coats: After completion of the intermediate coats, all surfaces shall receive a finish coat. The finish coats shall be applied by brush, roller, or airless spray.
  5. Ventilation: The Contractor shall provide adequate forced ventilation sufficient to change the air within the tanks at the rate of 1,000 cfm per man. The minimum rate shall be 3,000 cfm. The blower or blowers shall be placed so as to introduce air at the top and withdraw from the bottom. The ventilation system shall operate continuously, including the curing time after coating application has been completed. Care shall be taken as it relates to direction of discharge of air to minimize the impact adjacent occupied structures and property.
- C. Tank Exterior and Exterior Steel Piping
1. Spot Prime Coats (for overcoating)
    - a. After completion of the surface preparation and cleaning of the corroded areas, all such areas shall receive a spot prime coat. All areas cleaned within one day shall be primed the same day.

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- b. Immediately before priming, the metal shall be cleaned of dust and foreign materials. The air used to blow-off dust shall be dry and free of oil.
      - c. The prime coat shall be applied by brush, roller, or airless spray.
    2. Intermediate Coat: After completion of the spot prime coat and pressure wash surface preparation, all surfaces shall receive the specified intermediate coat. The intermediate coat shall be applied by brush, roller, or airless spray.
    3. Finish Coat: After completion of the intermediate coat, all surfaces shall receive a finish coat. The finish coat shall be applied by brush, roller, or airless spray.
  - D. Cast and Ductile Iron Piping, Fittings and Valves: Paint in accordance with the Materials Schedule.
  - E. Inspection: Unless otherwise noted, film thicknesses specified are minimum dry film thicknesses. Each coat shall be checked as follows:
    1. Immediately after application, wet film thickness readings shall be taken by the Contractor and Engineer with a wet film gauge.
    2. When thoroughly cured, dry film thickness readings shall be made by the Contractor and Engineer in accordance with SSPC-PA 2. Where the prime coat is found deficient and finish coating is of a different formulation, additional prime coats shall be applied at no additional cost to the Owner. The finish coating may not be used to correct deficiencies in the thickness of the prime coat.
    3. The total dry film thickness shall be checked by the Engineer prior to acceptance and if found to be less than specified, additional finish coats shall be applied at no additional cost to the Owner to obtain the specified thickness.
    4. After the coating has been applied, the interior coated surface shall be tested by the Contractor in the presence of the Engineer with an approved 60-volt low current wet sponge type holiday detector. Any thin areas, defects, flaws, and holidays in the coating shall be immediately repaired.
    5. The Contractor shall provide the necessary equipment for making the above tests.
  - F. Defective Work: Remove and replace, at the direction of the Owner/Engineer, any painting work found to be defective or applied under adverse conditions.

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### **Section 2: Painting**

#### **2.20 Contractor's Work Door**

- A. The Contractor may, at its own expense, cut a work door in the bottom ring(s) of the tank. If the Contractor elects to cut this door, it shall be laid out with all cuts vertical and horizontal. All corners shall have a 6-inch radius. No cut shall be within 6-inches of an existing seam.
- B. The plate removed for the work door shall be replaced and welded back in accordance with welding provisions. All welds associated with replacing the Contractor's work door shall be tested using radiographs.

#### **2.21 Maintenance Materials**

- A. Furnish the Owner at least one gallon of each type of component and color of paint used for finish coats and one gallon of each type of thinner required. Containers shall be tightly sealed and clearly labeled.

#### **2.22 Coating Repair**

- A. Where coatings have been damaged, the surfaces shall be cleaned and repainted. Surface preparation shall conform to SSPC-SP 11 and feathered into undamaged areas. Painting shall be performed as specified for the damaged surface.

**END OF SECTION**

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## Specifications

### Section 3: Repair / Repainting Steel Tank

#### 3.1 Summary

- A. This Section includes materials and equipment and requirements for their use in the repair, cleaning, and repainting of the interior and exterior surfaces of the steel water storage tank further described in this Section. Furnish all materials and equipment and perform all labor necessary to fulfill the requirements of these Specifications.

#### 3.2 Tank Description

- A. A full description of the existing steel tank is as follows:

1	Tank Designation:	Finished Water Clearwell No. 1
2	Use:	Clearwell
3	Tank Type:	Above-ground water storage tank
4	Tank Shape:	Cylindrical
5	Type of Construction:	Welded steel
6	Date Erected:	1966
7	Volume:	1,175,000 gallons
8	Dimensions:	81.0-ft diameter
9	Bottom Elevation:	746.00 feet
10	Overflow Elevation:	777.50 feet ±
11	Height to Overflow:	30.50 feet
12	Interior Columns, Quantity/Type:	(none)
13	Existing Outside Finish:	Epoxy/Polyurethane /(records indicate applied in 1994)
14	Existing Inside Finish:	Epoxy (Presumed)

#### 3.3 Submittals

- A. General Requirements:

1. General Schedule of Values shall include breakdown of costs for materials and equipment, installation, and other costs used in preparing the Bid by Contractor and each Subcontractor. List purchase and delivery costs for materials and equipment for which Contractor may apply for payment as stored materials.
2. Include separate amounts for each Specification Section in the Contract Documents by structure, building, and work area.

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## **Specifications**

### **Section 3: Repair / Repainting Steel Tank**

3. Identify each line item with the number corresponding to the associated Specification Section number. List sub-items of major products or systems, as appropriate or when requested by Owner or Engineer.
4. Include in Schedule of Values unit price payment items with their associated quantity. Provide in the Schedule of Values detailed breakdown of unit prices when required by Owner or Engineer.
5. Include in Schedule of Values itemized list of Work for each major part of the Contract, for each payment item specified in Section 01 20 00 – Measurement and Payment.
6. Time Frame for Submittals:
  - A01** Submit the Schedule of Values within ten (10) days of the date that the Contract Time commence running in accordance with the Notice to Proceed.
  - A02** The submittal of the Schedule of Values shall be in accordance with the General Conditions. Owner will not accept Applications for Payment without an acceptable Schedule of Values.

#### **3.4 Reference Standards**

- A. American National Standards Institute (ANSI)
  1. ANSI Z49.1 - Safety in Welding, Cutting and Allied Processes.
- B. American Society of Mechanical Engineers (ASME)
  1. ASME, Section 9 - Qualification Standard for Welding and Brazing Procedures, Welders, Brazers and Welding and Brazing Operators.
- C. American Society for Testing and Materials (ASTM)
  1. ASTM A283 - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates.
- D. American Welding Society (AWS)
  1. AWS - Standard Welding Terms and Their Definitions.
  2. AWS - Standard Qualification Procedure.
- E. Steel Structures Painting Council (SSPC)
  1. SSPC-SP-6 - Surface Preparation Specification No. 6 Commercial Blast Cleaning.

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## **Specifications**

### **Section 3: Repair / Repainting Steel Tank**

- F. Occupational Safety and Health Administration (OSHA)
- G. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

#### **3.5 Quality Assurance**

- A. Tank shall be rehabilitated by a firm that has at least 5 years prior experience in construction of steel tanks for similar applications.
- B. Contractor Qualifications: Installation Company specializing in performing the work of this Section with a minimum of five (5) years' experience and approved by the Manufacturer. Installer shall submit a list of at least five successfully completed projects with project names, addresses, and contact information within the past three (3) years for rehabilitating the same or similar sized steel tanks.
- C. The Owner reserves the right to make independent tests of the in-place structural repairs and coating materials. If tests prove satisfactory, all costs shall be borne by the Owner via the Cash Allowance; if tests prove unsatisfactory, all costs for testing activities and remedial work to satisfy contract criteria, and retesting activities shall be borne by the Contractor.

#### **3.6 Surface Preparation And Field Prime Painting**

- A. All ferrous metal tank components shall have their surfaces prepared and field primed as specified herein as part of the Work of this Section, unless otherwise specified herein.

#### **3.7 Coating Materials**

- A. Coating materials and systems shall be as specified. Data sheets must be submitted and approved prior to purchase of any items.

#### **3.8 Safety Climbing Device**

- A. The safety climbing device shall be suitable for use on straight and curved ladders and shall withstand a minimum drop test of 300 pounds in a six-foot drop.



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## **Specifications**

### **Section 3: Repair / Repainting Steel Tank**

- B. The device shall be flexible cable type. The cable shall be 3/8-inch stainless steel. Cable brackets and guides shall be stainless steel.
- C. The sliding sleeve shall be detachable, and manufacturer approved for use with the 3/8-inch flexible cable.
- D. The Contractor shall furnish two sleeves. All items shall be new and unused.
- E. The safety climbing device shall be equal to LAD-SAF Flexible Cable Ladder Safety Systems manufactured by DBI-SALA.

#### **3.9 Water Level Indicator**

- A. Sheaves shall be fabricated of rust-proof material, including sheave shaft. Cable shall be flexible stainless-steel rope (tiller rope). The float shall be fabricated of a size and weight as the existing float located inside of the pre-rehabilitated water storage tank. The Contractor shall submit sketches and product data for these items for review and approval by the Owner and/or Engineer prior to installation.

#### **3.10 Roof Hatchway**

- A. The roof hatchway shall be 3/16-inch-thick ASTM A36 steel plate of dimensions not less than 24 x 24-inches with rainproof cover and 4-inch curb. Provide strap and pin hinges, locking hasp, staple, and lock.

#### **3.11 Center Vent Cover Plate**

- A. The center vent cover plate shall be 3/16-inch-thick ASTM A36 steel plate. The plate shall match the diameter of the existing center vent shell flange and shall have bolt holes to match the bolt holes in the existing shell flange. Provide four, 3/4-inch diameter x 12-inch-long handles, one at each quarter point of the plate circumference, 6-inches from the edge of the plate.

#### **3.12 Elastometric Sealant**

- A. Elastomeric sealant shall be Sikaflex-1a manufactured by Sika Corporation.

#### **3.13 Interior Ladder**

- A. The interior ladder rungs shall be 3/4-inch diameter ASTM A36 steel.

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## **Specifications**

### **Section 3: Repair / Repainting Steel Tank**

#### **3.14 Cathodic Protection Cover Plates**

- A. The cathodic protection cover plates shall be 3/16-inch-thick ASTM A36 steel plate.

#### **3.15 Execution – General**

- A. Certain repairs and additions are required on the tank. The Contractor shall furnish all materials and provide all labor necessary to complete the specified repairs and additions.

##### **B. Welding**

1. All welding shall be performed by operators currently qualified by tests prescribed in the “Standard Qualifications Procedure” of the American Welding Society. One copy of each welder's qualification tests shall be furnished to the Engineer at the start of field operations.
2. All welding shall comply with the requirements of the American Welding Society “Code for Arc and Gas Welding in Building Construction”. All welding shall be performed in strict accordance with Section No. 8, and other applicable sections of AWWA D100.
3. Testing of welds, using radiographs, where specifically required, shall be performed in strict accordance with Section No. 11 and other applicable sections of AWWA D100. A written report certifying the performance of the test and its results shall be submitted in two copies to the Engineer along with a copy of all film.
4. All structural members, connections, attachments, permanent clips, or other items joined to the tank, inside or outside, shall be continuously welded all around.
5. The design and fabrication details of all ladders shall ensure that all metal-to-metal surfaces are sealed by the weld.

#### **3.16 Structural Repairs**

- A. Water Level Indicator: The Contractor shall remove the existing water level indicator float and connecting cable and replace it with a new float and connecting cable. The length of the new cable shall be the same as the cable removed. The existing target and board shall be cleaned, repainted, and lettered. Replace the sheaves, cable, and float on the existing water level indicator.

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### **Section 3: Repair / Repainting Steel Tank**

1. Interior Tank Ladder: Remove the existing top two rungs and install new rungs.
  2. Overflow Weir Box: Remove the weir box at the top of the overflow pipe. See notes and sketches in the Appendix to these Specifications.
  3. Roof Hatchway: Replace the existing roof hatch with a new hatch.
  4. Structure at Center Vent: 1The center column and connections of the center column to the roof rafters shall be repaired in accordance with the notes and sketches included in Appendix A of these Specifications.
  5. Center Vent Hood: The vent hood shall be removed and replaced with a removable cover plate. See notes and sketches in Appendix A of these Specifications.
  6. Cathodic System Removal
- B. Remove the existing cathodic system cover plates (hand hole plates) on the roof and replace them with steel plates. Seal welds the outside edge and grind smoothly prior to coating. Seal the interior edge with an elastomeric sealant. Additionally, seal weld the bolt hole adjacent to each cover plate location or cover with the new plate.
- C. Remove the rectifier panel located on the tank exterior wall, as well as associated conduit and wiring from rectifier panel to roof top penetrations, interior components, including wiring, insulated hangers, anodes, and reference cells.

#### **3.17 Structural Additions**

- A. Safety Climbing Device: Furnish and install a safety climbing device on the exterior shell ladder.

#### **3.18 Potential Rehabilitation**

- A. The tank will be inspected by the Engineer twice, after draining of tank including removal of sediment and after surface preparation, to determine if the Contractor will be directed to perform any of the following repair work.
1. Welding repair of welded seams or pits.
  2. Repair, replacement or reattachment of rafters.
  3. Applying elastomeric sealant to the joint between the top flange of the rafter and the roof plate.

## **Division 4**

## **Specifications**

### **Section 3: Repair / Repainting Steel Tank**

- B. Rafter Connection at the Tank Shell: See notes and sketches in Appendix A of these Specifications.
- C. Interior Roof Plate Lap Joints: Seal the edge of the interior roof plate lap joint with an elastomeric sealant.
- D. If additional structural repair work is found to be necessary, the Contractor shall cease work as necessary to allow the Owner sufficient time to arrange for and complete the repair work. Additional payment will not be made to the Contractor for delays required to accomplish additional structural repair work.

#### **3.19 Repainting**

- A. All repainting shall be performed in accordance with AWWA D102 where applicable and as specified in this document. The Contractor shall be responsible for any and all damage resulting from drifting of abrasive and paint during all construction operations. Care shall be taken that no paint falls on nearby structures, automobiles, etc.
- B. Surfaces
  - 1. All interior and exterior tank surfaces shall be painted.
  - 2. Painting of the tank shall include ladders, access manholes and all other miscellaneous appurtenances.
  - 3. Piping
    - a. All steel piping on the interior of the tank shall have the same surface preparation and coatings applied as the tank interior surfaces.
    - b. All steel piping attached to the exterior of the tank shall have the same surface preparation and coatings applied as the tank exterior surfaces.
    - c. Exposed exterior cast and ductile iron piping and valves at the tank site, including the drain on the tank, and the piping connecting the tank to shall have surface preparation and coatings applied in accordance with the Specifications.
  - 4. Extra care shall be taken to ensure sufficient paint is applied in the joint between the top flange of the rafter and the roof plate, if an elastomeric sealant is not applied to this area, to provide proper protection of the surfaces.
- C. Pipe Insulation: Remove and properly dispose of any insulation on exterior piping and drain valve prior to surface preparation and painting. Insulation will be replaced by the Owner.

## **Division 4**

## **Specifications**

### **Section 3: Repair / Repainting Steel Tank**

- D. A period of seven days, minimum, shall elapse after application of the finish coats before the tank is filled.
- E. Exterior Lettering: If an alternate is accepted by the Owner, the Contractor shall paint the logo and or text on the side of the tank, in accordance with the alternate selected. The lettering shall be laid out using full-size templates. Submit proposed layout to the Engineer for review. Paint shall be identical to final coats in a color to be selected by the Owner. A minimum of two coats shall be applied.

#### **3.20 Field Testing**

- A. After installation, the tanks shall be field tested by filling with water. The tank and fittings shall hold water without loss, evidence of weeping, or capillary action for a period of 24 hours prior to acceptance. The Engineer may also inspect the tank for defects, damage, and conformance with this Section.
- B. After testing, the tank shall be thoroughly cleaned and disinfected.
- C. Should any defects become evident during inspection, testing, or within the guarantee period, repair or replace the defective tank or fitting as approved by the Engineer.

#### **3.21 Disinfection**

- A. Upon completion of all work, the Contractor shall disinfect the tank before placing it in service. The Contractor shall furnish all the necessary materials, equipment and labor required to accomplish the disinfection. Disinfection shall be done in accordance with the requirements of AWWA C652 "Disinfection of Water Storage Facilities" and the regulations of the State of Georgia.
- B. Disposal of Chlorinated Water: Reduce chlorine residual of disinfection water to less than one milligram per liter if discharged directly to a body of water or to less than two milligrams per liter if discharged onto the ground prior to disposal. Treat water with sulfur dioxide or other reducing chemicals to reduce chlorine residual. Flush tank and lines until residual is equal to that in the existing water system.

#### **3.22 Bacteriological Sampling And Testing**

- A. After the disinfection procedure is completed, and before the storage facility is placed in service, water from the full facility shall be sampled and tested for bacteriological quality in accordance with the regulations of the state of Georgia. Repeat disinfection of the tank until required results are obtained.

## **Division 4**

## **Specifications**

### **Section 3: Repair / Repainting Steel Tank**

- B. The water in the full facility should also be tested to assure that no offensive odor exists due to chlorine reactions or excess chlorine residual.
- C. If the test for coliform organisms is negative, then the storage facility may be placed in service. If the test shows the presence of coliform bacteria, the situation shall be evaluated by the Engineer. Repeat samples shall be taken until two consecutive samples are negative, or the storage facility shall again be subjected to disinfection.
- D. All costs associated with disinfection and testing, including repeat testing and disinfection as may be required, shall be performed by the Contractor at no additional cost to the Owner.
- E. The Owner will perform analytical testing for bacteriological quality.

#### **3.23 Record of Compliance**

- A. The record of compliance shall be the bacteriological test results certifying that the water held in the facility is free from bacteria contamination.

#### **3.24 Clean-Up**

- A. Before the Project is considered complete, all rubbish and unused material due to or connected with the construction must be removed from the premises and disposed of in a manner satisfactory to the Owner. All private or public property disturbed or damaged shall be restored to its former condition and final payment withheld until such work is finished.

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 4: Schedule of Values**

#### **4.1 Administrative Requirements**

##### **A. General Requirements:**

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

##### **B. Specific Requirements for any Unit Price Line Items:**

1. Include in each line item a directly proportional amount of Contractor's overhead and profit. Do not include overhead and profit as separate item(s).
2. Include separate line item for each allowance, and for each Unit Price item
3. Include line item for bonds and insurance in amount not exceeding two percent (2%) of the Contract Price. This may be applied for in the first Application for Payment.

## **Division 4**

## **Specifications**

### **Section 4: Schedule of Values**

4. Include items for the General Conditions, permits (when applicable), construction Progress Schedule, and other items required by Engineer. Include such items in Applications for Payment on schedule accepted by the Owner or Engineer
5. Line items for Site Maintenance such as dust control, snow removal, compliance with storm water pollution prevention plans and permits, spill prevention control and countermeasures plans, and for construction photographic documentation; temporary utilities and temporary facilities, field offices, temporary controls, field engineering, and similar Work shall be included in the Schedule of Values and proportioned in Applications for Payment throughout duration of the Work.
6. Include separate line items under each appropriate payment item for mobilization and demobilization. Document for Owner the activities included in mobilization and demobilization line items.
  - a. Mobilization will be limited to two percent (2%) of the Contract Price, and will be paid in two payments, each of 50 percent (50%) of total amount for mobilization.
  - b. Demobilization shall be one percent (1%) of the Contract Price and shall be included with the Application for Payment following Substantial Completion, or other schedule accepted by Engineer.
7. Costs for submittals, operations and maintenance manuals, field testing, and training of operations and maintenance personnel shall be as follows, unless otherwise accepted by the Owner:
  - a. Up to three percent (3%) of total cost of each item (including overhead and profit), including materials and equipment, and installation, may be apportioned to testing and included in the Application for Payment following Engineer's acceptance of the associated written Site testing report(s).



## **Division 4**

## **Specifications**

### **Section 4: Schedule of Values**

#### **C. Time Frame for Submittals:**

1. Submit the Schedule of Values within ten (10) days of the date that the Contract Time commence running in accordance with the Notice to Proceed.
2. Submittal of the Schedule of Values shall be in accordance with the General Conditions. Owner will not accept Applications for Payment without an acceptable Schedule of Values.

#### **4.2 Submittals**

##### **A. Submit to the OWNER/ENGINEER the following:**

1. Electronic copy of the Schedule of Values to be used as the basis for the Contractor's Applications for Payment. No progress payments will be made by the OWNER until the Schedule of Values is accepted and approved by the OWNER.

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 5: Testing And Testing Laboratory Services**

#### **5.1 General Scope of Work**

- A. The Owner will select an Independent Testing Laboratory to perform **quality assurance** testing specifically indicated on the Contract Documents and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
  - 1. The testing laboratory or laboratories shall work for the Owner.
  - 2. Employment of the laboratory shall in no way relieve the Contractor from its obligation to perform the Work of the Contract.
  - 3. The Contractor is responsible for its own **quality control**.
- B. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the Owner through the CASH ALLOWANCE (e.g. – holiday testing, sampling of blast residue debris, testing for relative humidity, dry film thickness testing, etc.)
- C. Costs for **quality control** testing and for any tests which show non-compliance with the Contract Documents shall be at the Contractor's expense. All required testing and testing laboratory costs shall be included in the Contractor's Bid.

#### **5.2 Related Requirements**

- A. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Respective Sections: Certification of products.
- C. Each Section listed: Laboratory tests required and standards for testing.
- D. Testing Laboratory inspection, sampling and testing is required for, but not necessarily limited to the following:
  - 1. Division 4, Section 2: Painting
  - 2. Division 4, Section 3: Repair and Repainting of Steel Tanks

#### **5.3 Laboratory Duties**

- A. Cooperate with the Owner, Engineer, and Contractor.
- B. Provide qualified personnel promptly on notice.

## **Division 4**

## **Specifications**

### **Section 5: Testing And Testing Laboratory Services**

- C. Perform specified inspections, sampling and testing of materials and/or equipment.
  - 1. Comply with specified standards, ASTM, other recognized authorities, and as specified.
  - 2. Ascertain compliance with requirements of the Contract Documents.
- D. Promptly notify the Engineer and Contractor of irregularities or deficiencies of work which are observed during performance of services.
- E. Promptly submit three copies (two copies to the Engineer and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:
  - 1. Date issued
  - 2. Project title and number
  - 3. Testing laboratory name and address
  - 4. Name and signature of inspector
  - 5. Date of inspection or sampling
  - 6. Record of temperature and weather
  - 7. Date of test
  - 8. Identification of product and Specification section
  - 9. Location of Project
  - 10. Type of inspection or test
  - 11. Results of test
  - 12. Observations regarding compliance with the Contract Documents
- F. Perform additional services as required.

#### **5.4 Limitations of Authority of Testing Laboratory**

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
  - 2. Approve or accept any portion of the work.
  - 3. Perform any duties of the Contractor.

## **Division 4**

## **Specifications**

### **Section 5: Testing And Testing Laboratory Services**

#### **5.5 Contractor's Responsibilities**

- A. Cooperate with laboratory personnel; provide access to work, to manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- D. Materials and/or equipment used in the performance of work under this Contract may be subject to inspection and testing at the point of manufacture or fabrication. Standard requirements for quality and workmanship are indicated in the Contract Documents. Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
  - 1. To provide access to work to be tested.
  - 2. To obtain and handle samples at the project site or at the source of the product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance (48 hours minimum) of operations to allow for laboratory assignment of personnel and scheduling of tests.
  - 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.

## **Division 4**

## **Specifications**

### **Section 5: Testing And Testing Laboratory Services**

- G. The cost of material and/or equipment inspections, sampling, and/or testing for **quality control** purposes that are described in various sections of these Specifications or required in referenced standards shall be paid by the Contractor. The Contractor shall employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform inspections, sampling and testing required for the Contractor's convenience.
- H. Should the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the **quality assurance** testing laboratory through the CASH ALLOWANCE.
- I. Should any quality assurance tests and any subsequent re-tests indicate the materials and/or equipment fail to meet the requirements of the Contract Documents, the Contractor may pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the Contractor.
- J. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Engineer.

**END OF SECTION**

## **Division 4**

## **Specifications**

### **Section 6: Measurement and Payment**

#### **6.1 Summary**

A. Section Includes:

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

#### **6.2 Estimate of Quantities**

- A. Owner's estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. Owner does not expressly or by implication agree that the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as the Owner may deem necessary. Contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions caused by changes or alterations in the Work ordered by the Owner.

#### **6.3 Administrative Requirements**

- A. Contractor shall include all additional Work items, materials, equipment, services, goods, resources, and manpower necessary for installation of the Work to provide a completely functional system in accordance with the Contract Documents. Contractor shall include these costs associated with providing a completely functional system within the listed items on the Bid Form and as specified herein.

## **Division 4**

## **Specifications**

### **Section 6: Measurement and Payment**

#### B. Bid Items:

##### Bid Items 1.1 through 1.5, Lump Sum:

- a. Measurement and Payment: Lump sum for Items 1.1 through 1.5 shall be full compensation for administration and completion of the Work as specified in the Contract Documents.

##### Bid Item 2: Cash Allowances:

- a. Cash allowances will be administered in accordance with the General Conditions.
- b. The Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by the firm selected by the Owner. The Contractor's handling costs, labor, overhead, profit, and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
- c. No payment will be made for nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or the Contractor's problems with maintaining equipment in good working condition. The Contractor shall make all necessary excavations and shall supply any samples of materials necessary for conducting compaction and density tests.
- d. No payment shall be provided for services which fail to verify the required results.
- e. Cash allowances are further described below:
  - 1) Item 3.1 – Field and Laboratory Testing:
    - a) Allow the amount provided in the Bid for field and laboratory testing by an independent testing agency, selected by the Owner, to perform quality assurance testing services as outlined in these Specifications at the discretion of the Owner/Engineer. The Contractor and Testing Laboratory's responsibilities are as specified in 01 45 23.
    - b) This allowance is solely for the use of the Owner/Engineer for verification of the Contractor's conformance to the requirements of the Specifications and work performed. The presence of this cash

## **Division 4**

## **Specifications**

### **Section 6: Measurement and Payment**

allowance in no way relieves the Contractor of the responsibility for quality control, nor does it relieve the Contractor of responsibility for verifying that the work has been performed accurately.

- c) Work under this allowance item shall be authorized by the Owner. Any work under this allowance item authorized by the Contractor shall not be eligible for payment by the Owner.
- d) Any unspent contingency allowances remaining at final completion shall revert to the Owner.

#### **Bid Item 3: Contingency Allowances**

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

#### **Bid Item 4, Unit Price Work:**

- a. Payment for unit price items covers all the labor, materials, and services necessary to furnish and install the following items for additional work not shown on the plans or in the specifications, except where explicitly stated below, and if ordered by the Owner.
- b. Item 4: Unit Price Work Items are applicable to the Finished Water Clearwell No. 1 at the W. J. Hooper Water Production Plant.



## **Division 4**

## **Specifications**

### **Section 6: Measurement and Payment**

- c. Steel tank repair and rehabilitation shall be as specified in the Sections for Painting and Repairs and Repainting of Steel Tanks, and other applicable sections of the Specifications.
- d. To determine the extent of the steel tank rehabilitation work, Engineer and Contractor shall jointly inspect and evaluate Finished Water Clearwell No. 1 at the W. J. Hooper Water Production Plant.
- e. *Bid Item 4.1 – Plate Seam Welding:* Payment for this item will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment for Plate Seam Welding, inclusive the performing the weld and grinding the weld smooth for Finished Water Clearwell No. 1 at the W J Hooper Water Production Plant. Bid Item 4.1 shall include, but not necessarily be limited to, all materials, equipment, labor, indirect costs, overhead, and mark-up for profit to provide the item complete, in-place and all else incidental thereto, for which separate payment is not provided under other items in the Bid Form. Measurement for this item shall be by the number of linear feet of welding completed.
- f. *Bid Item 4.2 – Pit Welding:* Payment for this item will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment for Pit Welding, inclusive the performing the weld and grinding the weld smooth for Finished Water Clearwell No. 1 at the W J Hooper Water Production Plant. Bid Item 4.2 shall include, but not necessarily be limited to, all materials, equipment, labor, indirect costs, overhead, and mark-up for profit to provide the item complete, in-place and all else incidental thereto, for which separate payment is not provided under other items in the Bid Form. Measurement for this item shall be by number of pit welds performed.
- g. *Bid Item 4.3 – Caulking Seams – Walls and Floor:* Payment for this item will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to provide services to caulk seams with elastomeric sealant, including cleaning of the affected contact area prior to caulking along the walls and floor throughout Finished Water Clearwell No. 1 at the W J Hooper Water Production Plant. Bid Item 4.3 shall include, but not necessarily be limited to, all materials, equipment, labor, indirect costs, overhead, and mark-up for profit to provide the item complete, in-place and all else incidental thereto, for which separate payment is not provided under

## **Division 4**

## **Specifications**

### **Section 6: Measurement and Payment**

other items in the Bid Form. Measurement for this item shall be by the number linear feet of caulking installed, measured to the nearest foot.

- h. *Bid Item 4.4 – Caulking Seams – Roof:* Payment for this item will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to provide services to caulk seams with elastomeric sealant, including cleaning of the affected contact area prior to caulking, along the roof of Finished Water Clearwell No. 1 at the W J Hooper Water Production Plant. Bid Item 4.4 shall include, but not necessarily be limited to, all materials, equipment, labor, indirect costs, overhead, and mark-up for profit to provide the item complete, in-place and all else incidental thereto, for which separate payment is not provided under other items in the Bid Form. Measurement for this item shall be by the number of linear feet of caulking installed, measured to the nearest foot.
- i. *Bid Item 4.5 – Roof Hatch Replacement:* Payment for this item will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to replace the existing roof hatch of Finished Water Clearwell No. 1 at the W J Hooper Water Production Plant. Bid Item 4.5 shall include, but not necessarily be limited to, all materials, equipment, labor, indirect costs, overhead, and mark-up for profit to provide the item complete, in-place and all else incidental thereto, for which separate payment is not provided under other items in the Bid Form. Measurement for this item shall be by the number of roof hatches installed.
- j. *Bid Item 4.6 – Sediment Removal:* Payment for this item will be made according to the unit price in the Bid Schedule of the Bid Form, which shall constitute full payment to remove and lawfully dispose of the actual quantity sediment deposits found in Finished Water Clearwell No. 1 at the W J Hooper Water Production Plant. All variable costs for sediment removal shall be included in the unit price bid. Quantities eligible for payment will be each ton of dry solids, as determined by the Total Solids analysis, disposed at an approved location. Bid Item 4.6 shall include, but not necessarily be limited to, all materials, equipment, labor, indirect costs, overhead, and mark-up for profit to remove and lawfully dispose of sediment and all else incidental thereto, for which separate payment is not provided under other items in the Bid Form.

## **Division 4**

## **Specifications**

### **Section 6: Measurement and Payment**

Measurement for this item shall be for the quantity of dry tons of residuals will be calculated on a per truckload basis by the Engineer. The Contractor shall obtain three samples from each truck and provide such to the Owner for analysis. The average of the three samples will be used in the calculations. The Contractor shall maintain a record of truck loads (including date, time, driver, and truck number, if any) and uniform manifest documents indicating the net weights (verified by the scale operator) and submit the documents to the Engineer with the request for payment. The dry tonnage of each truckload and resulting amount due the Contractor will be calculated according to the following payment formula:

$$\text{Amount due Contractor} = W \times \%TS \times UP$$

Where:

W = Weight of truckload (tons) as reported on the uniform manifest document.

%TS = Percent total solids of residuals for the day the truckload is hauled, as determined by the Owner's laboratory analysis.

UP = Unit Price (in dollars) per Dry Ton.

**END OF SECTION**

**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)

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

## **W-9 Form**



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)

# Request for Taxpayer Identification Number and Certification

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>										
				-			-			
<b>or</b>										
<b>Employer identification number</b>										
				-						

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

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under “*By signing the filled-out form*” 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 800-829-4059.

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

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

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

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

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

## Privacy Act Notice

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

## **Vendor Information Form**



**CLAYTON COUNTY WATER AUTHORITY**

**FINANCE DEPARTMENT**

1600 BATTLE CREEK ROAD | MORROW, GEORGIA 30260

Phone: (770) 960-5880 | Web Site: [www.ccwa.us](http://www.ccwa.us)

**VENDOR INFORMATION FORM**

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

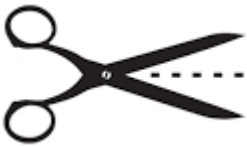
Important Note: What name will appear on the Invoice? Invoice name shall be reflected on the *Vendor Information Form* and match the *W-9 Form*.

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

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

# BID PACKAGE LABEL

Please use the label below to properly mark your proposal package, which will help route it to the proper location timely.



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



**W. J. Hooper WPP Above-Ground Storage Tank Reconditioning**  
**RFB ID #: 2024-WP-18**  
*Due Date and Time: Tuesday, July 2, 2024 at 3:00 p.m. local time*

**VENDOR NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
GA Utility License No: \_\_\_\_\_  
(if applicable):

# **ADDENDA**