



REQUEST FOR BID

NOAH'S ARK AND FOREST AVENUE TANK RECONDITIONING

Bid Number 2021-WP-10

May 2021

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

Virtual Teams

Bid Opening Meeting

Tuesday, July 6, 2021 at 2:00 pm local time.

Non-Mandatory

**Pre-Bid Virtual
Teams Meeting**

Tuesday, June 22, 2021 at 2:00 pm local time.

This bid has a SLBE BID DISCOUNT

Table of Contents

Division 1 General Information

Section 1	Request for Bids	1-1.1
Section 2	Project Overview	1-2.1
	2.1 Intent and Purpose	1-2.1
	2.2 Bid Evaluation	1-2.1
	2.3 Coordination and Safety	1-2.1
	2.4 Addendum	1-2.1

Division 2 Bid Requirements

Section 1	Instructions to Bidders	2-1.1
Section 2	Risk Management Requirements	2-2.1
Section 3	Bid Submittal Requirements	2-3.1
Section 4	Bid Form	2-4.1
Section 5	Georgia Bid Bond	2-5.1
Section 6	Bidder Qualification Information	2-6.1
Section 7	Contractor Affidavit & Agreement	2-7.1
Section 8	Small Local Business Enterprises (SLBE) General Information ...	2-8.1

Division 3 Contract Forms

Section 1	Agreement Form.....	3-1.1
Section 2	Performance Bond (Not Required)	3-2.1
Section 3	Payment Bond (Not Required)	3-3.1
Section 4	Non-Collusion Certificate	3-4.1

Division 4 General Requirements

Section 1	Summary of Work.....	4-1.1
	1.1 Work Description	4-1.1
	1.2 Project Location.....	4-1.1
	1.3 Site Work.....	4-1.2
	1.4 Quantities	4-1.2
Section 2	Post Award Submittals	4-2.1
	2.1 General.....	4-2.1
	2.2 Post Award Submittal Requirements.....	4-2.1
Section 3	Measurement and Payment	4-3.1
	3.1 Administrative Submittals	4-3.1
	3.2 Schedule of Values	4-3.1
	3.3 Application for Payment.....	4-3.1
	3.4 Payment.....	4-3.2
	3.5 Pay Item Descriptions	4-3.2
	3.6 Nonpayment for Rejected or Unused Products	4-3.3

Table of Contents

Section 4	Construction Schedule	4-4.1
	4.1 Purpose	4-4.1
	4.2 Overall Project Schedule (OPS)	4-4.1
	4.3 Approval	4-4.2
Section 5	Cleaning and Waste Management	4-5.1
	5.1 General	4-5.1
	5.2 Quality Assurance	4-5.1
	5.3 Cleaning Materials and Equipment	4-5.1
	5.4 Progress Cleaning	4-5.1
	5.5 Final Cleaning	4-5.2
	5.6 Cleaning During CCWA's Occupancy	4-5.3
	5.7 Disposal of Waste	4-5.4
Section 6	Project Meetings	4-6.1
	6.1 General	4-6.1
	6.2 Preconstruction Conference	4-6.1
	6.3 Project Coordination Meetings	4-6.2
Section 7	Regulatory Requirements	4-7.1
	7.1 General	4-7.1
Section 8	Codes and Standards	4-8.1
	8.1 General	4-8.1
	8.2 Standard Organizations	4-8.1
Section 9	Temporary Facilities	4-9.1
	9.1 General	4-9.1
	9.2 Temporary Utilities	4-9.1
	9.3 First Aid Facilities	4-9.2
	9.4 Sanitary Facilities	4-9.2
	9.5 Potable Water	4-9.2
	9.6 Enclosures and Construction Facilities	4-9.2
	9.7 Parking Facilities	4-9.3
	9.8 Staging Area	4-9.3
Section 10	Job Site Security	4-10.1
	10.1 Barricades, Lights and Signals	4-10.1
	10.2 Site Security	4-10.1
Section 11	Storage and Protection	4-11.1
	11.1 Scope	4-11.1
	11.2 Storage and Protection	4-11.1
	11.3 Extended Storage	4-11.2
Section 12	Warranties and Bonds	4-12.1
	12.1 Project Maintenance and Warranty	4-12.1

Table of Contents

Division 5 Protective Coatings

Section 1	General	5-1.1
	1.1 Scope	5-1.1
	1.2 Substitutions.....	5-1.1
	1.3 Submittals.....	5-1.1
	1.4 Pre-coating Meeting	5-1.2
	1.5 Quality Assurance	5-1.2
	1.6 Manufacturer's Representative During Painting Operations.....	5-1.2
	1.7 Testing Equipment	5-1.2
	1.8 Product Handling.....	5-1.3
	1.9 Material Schedules.....	5-1.3
	1.10 Products	5-1.4
	1.11 Mixing and Tinting	5-1.5
	1.12 Execution.....	5-1.5
	1.13 Environmental Conditions.....	5-1.6
	1.14 Safety	5-1.7
	1.15 Containment, Collection and Disposal.....	5-1.8
	1.16 Surface Preparation	5-1.9
	1.17 Application.....	5-1.10
	1.18 Maintenance Materials	5-1.12
	1.19 Coating Repair	5-1.12
	1.20 Coating Material Schedules.....	5-1.12

Division 6 Repainting Concrete and Steel Tanks

Section 1	General	6-1.1
	1.1 Scope	6-1.1
	1.2 Products	6-1.3
	1.3 Repainting	6-1.3
	1.4 Clean-Up	6-1.4

Table of Contents

Appendices

- A..... Concrete Tank Sketch
- B..... Steel Tank Sketch
- C..... CCWA Tank Logo
- D..... The City of Forest Park Logo
- E..... Tank Site Property Boundaries
- F..... Noah's Ark Tanks - Image
- G. Forest Avenue Tanks - Image

Attachments

- Interim Waiver and Release Upon Payment
- Waiver and Release Upon Final Payment
- W-9 Form
- Vendor Information Form

Addenda

- (None Issued at This Time)

END OF TABLE OF CONTENTS

Division 1

General Information

Section 1: Request for Bids

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

Name of Project: **Noah's Ark and Forest Avenue Tank Reconditioning**

The Clayton County Water Authority will open sealed bids from contractors at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, July 6, 2021 at 2:00 p.m. (local time)** for the **Noah's Ark and Forest Avenue Tank Reconditioning** project. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid Virtual Teams Meeting will be held on **Tuesday, June 22, 2021 at 2:00 p.m. (local time)**.

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

[Join Microsoft Teams Meeting](#)

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

Conference ID: 573 540 931#

For those bidders that do not attend the non-mandatory pre-bid conference meeting on Tuesday, June 22, 2021 at 2:00 p.m. or for those bidders who wish to visit the sites may do so with the following limitations:

Each Bidder shall schedule a Site visit prior to the bid deadline of Friday, **June 18, 2021**. Bidder shall schedule the Site visit at least 24 hours in advance by contacting the following CCWA staff for each location:

Adam Horton at 770-302-3441 Ext. 5441.

To climb the tank during the site visit, a fully executed Hold Harmless Agreement Form must be provided to CCWA, prior to, or at the time of the site visit.

As part of the effort to maintain the health and safety of CCWA personnel – as well as visitors – CCWA has put in place the following procedures, practices and protocols:

Division 1

General Information

Section 1: Request for Bids

- A: Each visitor shall complete the COVID-19 Health Assessment via DOCS Health Works. Download the DOCS Health Works app based on your device by going to the Apple Store or Google Play and download DOCS HealthWorks app. DOCS Health Works is also available by internet at <https://secure.dentrustocs.com/docs/covidscreening/weblogin>.
- B: Once the DOCS Health Works app is installed, click the icon to open the program. Complete the fields as follows:
1. ID is VISITOR
 2. Location Code is GTW3
 3. Click Next. Enter your personal email and telephone number.
 4. Create a 4-digit pin. Click Submit
 5. You are now registered in the system.
- C: Complete the COVID-19 health assessment on the app or website. If everything is within normal parameters, you will receive a QR code for identification at the CapScann kiosk (this QR code is good for 24 hours).
- D: When you arrive to the facility, present the QR code to the CapScann device for identification.
- E: The CapScann device will then instruct you to place your wrist in the device opening, aligning it with infrared light crosshairs for a precise temperature reading. Once the CapScann device provides the green light indicating normal temperature, you are authorized to enter the facility.
- F: Visitor(s) shall provide, wear, and use their own Personal Protective Equipment (PPE - face mask/covering, gloves, disinfectant) while in public areas for the duration of the Site visit. The entire property of the Shoal Creek WRF is considered a 'public area'.
- G: Visitor(s) shall practice physical (social) distancing while at the Facility by providing others a personal space of at least six (6) feet during the visit.
- H: Visitor(s) will not have access to the Administration Building and public rest rooms.

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

Division 1

General Information

Section 1: Request for Bids

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

Clayton County Water Authority

By: Mr. Robin Malone

END OF SECTION

Division 1

General Information

Section 2: Project Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract with an experienced, and qualified Contractor to recondition five (5) ground storage tanks. Two (2) (Noah's Ark Tanks), located at 1865 Noah's Ark Rd. Jonesboro, GA and three (3) (Forest Avenue Tanks), located at 1101 Forest Ave. Forest Park, GA.

2.2 Bid Evaluation

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

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 Coordination & Safety

The Contractor shall be responsible for coordinating the work in accordance with the requirements of local, state and federal authorities and jurisdictions as required. The Contractor shall provide CCWA with copies of permits, certifications, etc. upon request, to document compliance with these requirements. Also, the Contractor will need to coordinate the planned work with CCWA staff to prevent any interruptions to operations, customers and the general public.

2.4 Addendum

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing via email to **CCWA_Procurement@ccwa.us** by **2:00 p.m. (local time) on Thursday, June 24, 2021**. Any and all responses to bidders' questions will be issued in the form of an Addendum by email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

11. In the case of goods, the person, firm or corporation making the bid may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
14. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such Bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
15. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
16. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
17. By tendering a bid, the Bidder certifies that the Bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.
18. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

of the CCWA, the award may then be made to the next lowest responsible vendor, or the work may be re-advertised or constructed by the CCWA.

28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in CCWA's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be 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:

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

Division 2

Bid Requirements

Section 1: Instructions to Bidders

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

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

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 2

Bid Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Bid Submittal Requirements:

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive. The required items include but are not limited to:

- A. Bid Form – Bidders must submit their completed and signed Bid Form.
- B. Bidder Qualification Information Form.
- C. 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.

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

- G. SLBE Forms. An indication of "N/A" for "not applicable" must be noted as appropriate.
- H. Non-Collusion Certificate.
- I. W-9 Form.
- J. Vendor Information Form.
- K. Copies of any and all license(s) required to perform the work.
- L. Addenda (if any).

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____

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

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

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

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Noah's Ark and Forest Avenue 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.

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 OWNER on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the bid and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Bidder accepts the terms and conditions of the Documents.

INSURANCE:

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

CONTRACT TIME:

Bidder hereby agrees to commence work by executing the agreement within fourteen (14) calendar days of Notice of Award or as specified by CCWA. The contract shall be completed within **90 calendar days** from the Notice to Proceed. The Contractor and Owner 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

Division 2

Bid Requirements

Section 4: Bid Form

Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Owner, as liquidated damages the amount of \$250.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.

PAYMENT TERMS:

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

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

BID:

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

Item No.	DESCRIPTION	LUMP SUM AMOUNT (In Figures)
1	Mobilization ⁽¹⁾	\$
2	Surface Preparation and Application of Protective Coatings to Tank Exterior	\$
3	CCWA Logo	\$
4	Site Clean Up and Demobilization	\$
5	Unforeseen Work Elements Allowance	\$ 10,000.00
TOTAL BID AMOUNT (Items 1 through 5) ⁽²⁾		\$
OPTIONAL		
6	City of Forest Park Logo	\$
TOTAL BID AMOUNT (Items 1 through 6)		\$

⁽¹⁾ Mobilization shall not exceed 5% of the Total Bid Amount.

⁽²⁾ Award of this project shall be made on the "Total Bid Amount".

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 sum of _____

DOLLARS (\$ _____) 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 _____ project, and said Bid, by reference thereto, being hereby made a part hereof.

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

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 _____ 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 100 percent of the contract amount, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the SURETY herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____ 20_____.

PRINCIPAL

By _____

SURETY

By _____
Attorney-In-Fact

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

ENTITY TYPE: ☐ Individual/Sole Proprietor ☐ 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

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

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

COMPANY/GOV'T ENTITY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
1. _____ 500 or more employees;
 2. _____ 100 or more employees;
 3. _____ Fewer than 100 employees.
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

Contractor

Authorized Signature:

Name:

Title:

Date:

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV / Basic Pilot Program* User Identification Number
Enter four to seven digit numbers

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

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

EEV / Basic Pilot Program* User Identification Number
Enter four to seven digit numbers

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

END OF SECTION

Division 2 **Bid Requirements**

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

8.1 Program Overview

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

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

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

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

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

Division 2

Bid Requirements

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

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

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

8.2 Overview of Bid Discount

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

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

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

The calculation of SLBE bid discounts shall be as follows:

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

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

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

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

AGREEMENT FOR SINGLE PURCHASE OF SERVICES

This Agreement made and entered into this ____ day of _____, 20____, between the Clayton County Water Authority (hereinafter "the Authority") and _____, (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Authority is contracting with the Contractor for certain services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide services to the Authority in such quantities as the Authority requires for the **Noah's Ark and Forest Avenue Tank Reconditioning** project, as described in the Request for Bid dated May 2021.
2. **COSTS:** The Authority shall pay the Contractor the prices as stipulated in the Bid Form hereto attached as full compensation relative to the Bid dated _____, a copy of which is attached and incorporated into this contract. The Contractor shall be paid for items of work as noted:

Lump Sum Work

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

Once the work commences the Authority shall make Progress Payments to the Contractor on a monthly basis. The Contractor shall submit an Application for Payment for the period ending the 15th day of the month. Each Application for Payment must be submitted to Authority on or before the 20th day of each month in such form and manner, and with such supporting data and content as the Authority may require. Per Georgia Code Section 13-10-2, Authority will withhold a 10% retainage on each and every Application for Payment until such time as the value of the contract (including change orders) exceeds 50%; and as long as completion and progress of the work is acceptable to the Authority. If after reaching the 50% completion of the value of the contract, the Authority's representative has determined that the work is unsatisfactory or has fallen behind schedule, then retainage will resume at the previous level of 10%. The Contractor may submit a request for release of retainage 30 days after the

Division 3

Contract Forms

Section 1: Agreement Form

completion and final acceptance of the Project, and upon receipt of all necessary documentation including, but not limited to, a final affidavit and release of surety.

The Authority shall pay the Contractor net 30 days upon receipt of the invoice and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.

3. **TIME FOR COMPLETION OF PROJECT:** Contractor hereby agrees to commence work within fourteen (14) 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 ninety (90) calendar days. The Contractor and Authority recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by the Authority if the Work is not completed on time. Accordingly, instead of requiring such proof, Authority and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Authority, as liquidated damages the amount of \$ 250.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to Authority.
5. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
6. **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

Division 3

Contract Forms

Section 1: Agreement Form

Payment" provided by the Authority before receiving any interim or final payment for any services performed.

7. **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 of the Contractor's obligations under this Agreement.
8. **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 subcontractors, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily

Division 3

Contract Forms

Section 1: Agreement Form

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 ten (10) days' prior written notice of cancellation of the coverage.

9. **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.
10. **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 costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement Document; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
 - (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

Division 3

Contract Forms

Section 1: Agreement Form

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 or 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 a 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 had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement Document.
 - (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.
11. **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 reasonable cost paid by the Contractor for the actual 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.
12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
13. **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,

Division 3

Contract Forms

Section 1: Agreement Form

as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

15. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the Authority should the Authority be required to incur attorney's 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.
16. **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: _____
Title: General Manager

By: _____
Name: _____
Title: _____

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

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

[Corporate Seal]

[Corporate Seal]

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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

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

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Division 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: **Noah's Ark and Forest Avenue Tank Reconditioning**, and that said _____

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

ATTEST:

By: _____

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 4

General Requirements

Section 1: Summary of Work

1.1 Work Description

- A. The project consists of the reconditioning of five (5) ground storage tanks (Tanks).:

Tank	Capacity ⁽¹⁾	Material	Logo
Noah's Ark Tank 1	5	Concrete	CCWA Logo
Noah's Ark Tank 2	5	Concrete	CCWA Logo
Forest Avenue Tank 1	1.0	Steel	CCWA Logo
Forest Avenue Tank 2	1.25	Concrete	CCWA Logo and Forest Park Logo
Forest Avenue Tank 3	1.8	Concrete	CCWA Logo

(1) Million gallons

This includes the pressure washing, priming, and painting of the entire exterior. The Tanks must be pressure washed beforehand to remove any loose paint, dirt, and debris. The Tanks shall then be primed and painted with an epoxy and urethane coating system, and the CCWA Logo shall be painted on the exterior of the Tanks. One (1) out of the three (3) ground storage tanks in Forest Avenue will also include the logo for the City of Forest Park as an optional line item. CCWA will determine the paint color.

- B. All work described above must be performed as specified.

1.2 Project Location

The Tanks locations are as follows:

Tank	Address
Noah's Ark Tank 1	1865 Noah's Ark Rd. Jonesboro, GA
Noah's Ark Tank 1	1865 Noah's Ark Rd. Jonesboro, GA
Forest Avenue Tank 1	1101 Forest Ave. Forest Park, GA
Forest Avenue Tank 2	1101 Forest Ave. Forest Park, GA
Forest Avenue Tank 3	1101 Forest Ave. Forest Park, GA

Division 4 **General Requirements**

Section 1: Summary of Work

1.3 Site Work

- A. Work hours will be from 7:00 am to 5:00 pm, Monday through Friday. Other times may be available with prior written approval by CCWA.
- B. The Contractor or any other worker may not establish quarters for the purpose of overnight stay or temporary residency on the Project site or other CCWA property.

1.4 Quantities

CCWA reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor must perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor must such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

END OF SECTION

Division 4 **General Requirements**

Section 2: Post Award Submittals

2.1 General

- A. This section describes the information that is required to be provided by the Contractor to facilitate the work.
- B. Contractor shall submit to CCWA for approval to use, product information on all materials required to be provided by the Contractor unless noted otherwise.
 - 1. Where a material manufacturer is not specified, Contractor shall submit for use domestically manufactured materials.
 - 2. Materials provided by the Contractor not approved by CCWA shall be subject to rejection without further justification.

2.2 Post Award Submittal Requirements

- A. Manufacturer's Product Data Sheets for all coating and rehabilitation materials, to include surface preparation, application, and storage, mixing, and proportioning requirements (as applicable), maximum pot life, film/coating thickness, and curing requirements of all materials.
- B. Material Safety Data Sheets for all materials.
- C. The Contractor shall provide a memo on the Coating System Manufacturer's letter head, stating that the selected materials are suitable and compatible for application and use as directed under these Specifications.
- D. A color chart for each product to be applied.
- E. Coating System Manufacturer's warranty.
- F. Detailed construction schedule showing major work items and time to complete each item after a Notice to Proceed has been issued. Schedule shall show that project can be completed on-time.
- G. Testing Frequency and subsequent Test Locations and Results (Coating System).
- H. Contractor approval by Coating System Manufacturer - the Coating System Manufacturer shall submit a memo on the manufacturer's letter head,

Division 4 **General Requirements**

Section 2: Post Award Submittals

stating that the Contractor is approved to install the coating system specified.

- I. Safety plan (for information only). Plan shall address confined space, ladders, scaffolding, rigging, fall protection, eye/hearing protection, etc.
- J. Detailed containment and dust control plan for all work, including methods, materials, and equipment to be used. Include diagram of containment system.
- K. List of all Sub-contractors who will be working on the project.

END OF SECTION

Division 4

General Requirements

Section 3: Measurement and Payment

3.1 Administrative Submittals

- A. Schedule of Values: Submit schedule on Owner's form.
- B. Application for Payment.
- C. Final Application for Payment.

3.2 Schedule of Values

- A. Lump Sum Work: Reflect schedule of values format included in conformed Bid Form, specified allowances, alternates, and equipment selected by Owner, as applicable.
- B. An unbalanced or front-end loaded schedule will not be acceptable.
- C. Summation of the complete schedule of values representing all Work shall equal the Contract Price.
- D. Submit in a spreadsheet format compatible with the latest version of Excel.

3.3 Application for Payment

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule. Execute certification by authorized officer of Contractor.
- B. Use detailed Application for Payment Form provided by CCWA.
- C. Payment request for work performed through the 15th day of each month must be submitted to CCWA by the 20th day of each month.
- D. Include accepted schedule of values for each schedule or portion of Work, the unit price breakdown for Work to be paid on unit price basis, a listing of CCWA-selected equipment, if applicable, and allowances, as appropriate.
- E. Preparation:
 - 1. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.

Division 4

General Requirements

Section 3: Measurement and Payment

2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable.

3.4 Payment

A. General

1. Prices will include all labor, equipment and materials necessary for a complete project in accordance with the Contract Documents. All incidental work necessary to complete the work and return the system to service shall be included in the price bid. No payment will be made for partially completed bid items.
2. Progress payments will be made monthly.
3. The Owner will make payment to the Contractor within 30 days of acceptance of the work and receipt of request for payment by the Owner.

- B. Payment for all Work shown or specified in the Contract Documents is included in the Contract Price. No measurement or payment will be made for individual items.

3.5 Pay Item Descriptions

The following descriptions explain the work that is to be completed as part of each Work Item. The Contractor shall provide all labor, equipment, tools, materials (unless indicated otherwise) and incidental items to complete the Work Items in accordance all specifications of the Contract Documents. The following Work Items correspond to the Work Items and Details listed on the Bid Form.

Item 1: Mobilization: Defined as the Contractor's administrative and preparatory operations including all labor, equipment, materials, maintenance and other incidental costs which are necessary to initiate work within 14 days of issuance of a Notice to Proceed. Mobilization will not be paid until the Contractor has moved all required equipment onto the work site. Mobilization shall not exceed 5% of the total bid amount.

Division 4

General Requirements

Section 3: Measurement and Payment

- Item 2: Surface Preparation and Application of Protective Coatings to Tanks Exterior. Payment shall be for all labor, equipment, materials and any incidental costs which are necessary to complete the application and testing of protective coatings to the Tanks exterior.
- Item 3: Addition of CCWA Logo. Payment shall be for all labor, equipment, materials and any incidental costs which are necessary to add the CCWA logo to the tank.
- Item 4: Site Clean Up and Demobilization. Payment shall be for all labor, equipment, materials and any incidental costs which are necessary to complete site clean-up, restoration and demobilization activities.
- Item 5: Unforeseen Work Elements Allowance. This allowance may be used, as directed and approved in advance and in writing by CCWA, to pay the costs of unexpected additional work as may be required in the event that CCWA establishes the need for additional work for the successful completion of the project. Payment shall be for all labor, equipment, materials and any incidental costs which are necessary to complete the work.
- Item 6: Optional City of Forest Park Logo. Payment shall be for all labor, equipment, materials and any incidental costs which are necessary to add the City of Forest Park logo and paid by the City of Forest Park.

3.6 Non-payment for Rejected or Unused Products

Payment will not be made for defective work not accepted by CCWA.

END OF SECTION

Division 4

General Requirements

Section 4: Construction Schedule

4.1 Purpose

The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein. The purpose of the schedule is to demonstrate that the Contractor can complete the work within the contract time and meet all required interim milestones.

4.2 Overall Project Schedule (OPS) – Due upon contract award:

The Contractor shall submit to CCWA for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/Bar Chart that meets the following requirements:

- A. Each activity with a duration of five or more days shall be identified by a separate bar. Activities with a duration of more than 20 days shall be subdivided into separate activities.
- B. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.
- C. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
- D. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.
- E. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.
- F. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
- G. The schedule shall show the precedence relationship for each activity.

In addition, the Contractor must:

- 1. Submit the schedule within 10 days after date of the Notice to Proceed.

Division 4

General Requirements

Section 4: Construction Schedule

2. CCWA will review the schedule and return it within 10 days after receipt.
3. If required, resubmit within 10 days after receipt of a returned copy.
4. Submit an update of the OPS with each progress payment request.
5. Submit the number of copies required by the Contractor, plus four copies to be retained by CCWA.

4.3 Approval

Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the work.

END OF SECTION

Division 4 **General Requirements**

Section 5: Cleaning and Waste Management

5.1 General

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the project, unless otherwise shown on the drawings or specified elsewhere in these specifications.

5.2 Quality Assurance

- A. Daily, and more often if necessary, CCWA or CCWA's representative shall conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, Contractor shall comply with all pertinent requirements of governmental agencies having jurisdiction.

5.3 Cleaning Materials and Equipment

- A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
- B. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by CCWA.

5.4 Progress Cleaning

- A. General
 - 1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this work.
 - 2. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
 - 3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
- B. Site
 - 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place

Division 4

General Requirements

Section 5: Cleaning and Waste Management

designated for their storage.

2. Restack materials stored on site weekly. At all times maintain the site in a neat and orderly condition which meets the approval of CCWA.

C. Structures

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by using a hand-held broom.
3. As required preparatory to installation of successive materials, clean the structures or pertinent portions as recommended by the manufacturer of the successive material.
4. Following the installation of finish floor materials, clean the finish floor daily. "Clean", for the purpose of this Paragraph, shall be interpreted as meaning free from all foreign material which, in the opinion of CCWA, may be injurious to the finish floor material.
5. Schedule cleaning operation so that dust and other contaminants resulting from cleaning operations will not fall on wet, recently painted surfaces.
6. Waste Containers: Should the Contractor's cleaning operations be deemed inadequate, CCWA reserves the right to require the use of a roll off dumpster or other suitable waste containment system.

5.5 Final Cleaning

- A. Definitions: Unless otherwise specifically specified, "clean" for the purpose of this Article shall be interpreted as the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.
- B. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final

Division 4

General Requirements

Section 5: Cleaning and Waste Management

progress cleaning as described in 1.04 above.

- C. Site: Unless otherwise specifically directed by CCWA, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- D. Structures:
 - 1. Remove all traces of soil, waste material, splashed material, and other foreign matter to provide a uniform degree of exterior cleanliness. Visually inspect all exterior surfaces and remove all traces of soil, waste material, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, CCWA or CCWA's representative may require light sandblasting or other cleaning at no additional cost to CCWA.
 - 2. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all paint droppings, spots, stains and dirt from finished surfaces
- E. Post-Construction Cleanup: All evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, shall be removed as directed by CCWA.
- F. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. Restoration shall be performed to the satisfaction of CCWA.
- G. Timing: Schedule final cleaning as approved by CCWA to enable CCWA to accept the Project.

5.6 Cleaning During CCWA's Occupancy

Should CCWA occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by CCWA, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by CCWA in accordance with the Supplementary Conditions of the Contract Documents.

Division 4

General Requirements

Section 5: Cleaning and Waste Management

5.7 Disposal of Waste

- A. No wastewater shall be pumped or disposed at the facility. Contractor shall employ a vacuum truck for wastewater removal and disposal.
- B. The definitions contained in Georgia Environmental Protection Division Rules 391-3-4-.01 shall be applicable to this Project. The term waste shall include excess and surplus materials and shall include liquid and solid wastes.
- C. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- D. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- E. Remove and transport waste in a manner that will prevent spillage on adjacent surfaces and areas.
- F. Burning: Do not burn waste materials on site.
- G. Waste removed from the Project site shall be disposed of in sites permitted by the Georgia Environmental Protection Division for the acceptance of type of waste being disposed. The acceptable types of permitted disposal facilities are as follows:
 - 1. Inert Waste Landfills
 - 2. Municipal Solid Waste Landfills
 - 3. Municipal Solid Waste Landfills permitted to receive only construction and demolition wastes.
- H. Exceptions to Paragraph F are as follows:
 - 1. Hazardous waste shall be disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-11.
 - 2. Asbestos-containing waste shall also be handled and disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-14.
 - 3. Excess earth material and excess excavated rock material may be placed on sites for which the Contractor provides to CCWA a signed

Division 4

General Requirements

Section 5: Cleaning and Waste Management

affidavit from the property CCWA that the placement of such material is acceptable to the property CCWA. The Contractor and property CCWA shall be responsible for all permitting of such disposal.

- I. No waste shall be placed at a transfer station facility.
- J. The Contractor shall maintain records related to all waste removed from the Project site so as to allow CCWA or CCWA's representative to readily determine the following:
 - 1. Date waste removed from Project site.
 - 2. Name of hauler (company and driver) transporting such waste.
 - 3. General description of waste transported.
 - 4. "Truck tickets" indicating the waste disposal site and amount of waste disposed therein.

END OF SECTION

Division 4

General Requirements

Section 6: Project Meetings

6.1 General

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this work.
- B. Scheduling and Administration by CCWA or CCWA's representative:
 - 1. Prepare agenda.
 - 2. Make physical arrangements for the meetings.
 - 3. Preside at meetings.
 - 4. Record minutes and include significant proceedings and decisions.
 - 5. Distribute copies of the minutes to participants.

6.2 Preconstruction Conference

- A. CCWA or CCWA's representative shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
 - 1. CCWA or CCWA's representative.
 - 2. Contractor and superintendent.
 - 3. Major subcontractors.
 - 4. Representatives of governmental or other regulatory agencies as appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
 - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel and emergency telephone numbers.
 - 4. Processing of field decisions and change orders.

Division 4

General Requirements

Section 6: Project Meetings

5. Adequacy of distribution of Contract Documents.
6. Pay request format, submittal cutoff date, pay date and retainage.
7. Use of premises, including office and storage areas and CCWA's requirements.
8. Major equipment deliveries and priorities.
9. Safety and first aid procedures.
10. Security procedures.
11. Housekeeping procedures.
12. Work hours.

6.3 Project Coordination Meetings

- A. CCWA or CCWA's representative shall schedule regular bi-weekly meetings as directed by CCWA or CCWA's representative.
- B. Hold called meeting as the progress of the work dictates.
- C. The meetings shall be held at the location indicated by CCWA.
- D. Representatives of the following parties are to be in attendance at the meetings:
 1. CCWA or CCWA's representative.
 2. Contractor and superintendent.
 3. Major subcontractors as pertinent to the agenda.
 4. Representatives of governmental or other regulatory agencies as appropriate.
- E. The minimum agenda for progress meetings shall consist of the following:
 1. Review work progress since last meeting.
 2. Note field observations, problems and decisions.
 3. Identify problems which impede planned progress.
 4. Review Contractor's corrective measures and procedures to regain plan schedule.

Division 4 **General Requirements**

Section 6: Project Meetings

5. Review Contractor's revision to the construction schedule as outlined in the Supplementary Conditions.
6. Maintenance of quality and work standards.
7. Review changes proposed by CCWA for their effect on the construction schedule and completion date.

END OF SECTION

Division 4

General Requirements

Section 7: Regulatory Requirements

7.1 General

- A. Responsibilities: The Contractor shall, without additional expense to CCWA, be responsible for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the work.
- B. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the work, except for any completed unit of construction thereof which may heretofore have been accepted.

END OF SECTION

Division 4

General Requirements

Section 8: Codes and Standards

8.1 General

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 8.2.

8.2 Standard Organizations

A. Piping and Valves

ACPA.....American Concrete Pipe Association
ANSIAmerican National Standards Institute
APIAmerican Petroleum Institute
ASMEAmerican Society of Mechanical Engineers
AWWAAmerican Water Works Association
CISPICast Iron Soil Pipe Institute
DIPRADuctile Iron Pipe Research Association
FCIFluid Controls Institute
MSSManufacturers Standardization Society
NCPINational Clay Pipe Institute
NSFNational Sanitation Foundation
PPIPlastic Pipe Institute
Uni-BellPVC Pipe Association

Division 4

General Requirements

Section 8: Codes and Standards

B. Materials

AASHTOAmerican Association of State Highway and Transportation Officials
ANSIAmerican National Standards Institute
ASTMAmerican Society for Testing and Materials

C. Painting and Surface Preparation

NACENational Association of Corrosion Engineers
NSFNSF International
SSPCSteel Structures Painting Council

D. Electrical and Instrumentation

AEICAssociation of Edison Illuminating Companies
AIEEAmerican Institute of Electrical Engineers
EIAElectronic Industries Association
ICEAInsulated Cable Engineers Association
IECInternational Electrotechnical Commission
IEEEInstitute of Electrical and Electronic Engineers
IESIlluminating Engineering Society
IPCInstitute of Printed Circuits
IPCEAInsulated Power Cable Engineers Association
ISAThe Instrumentation, Systems, and Automation Society
NECNational Electric Code
NEMANational Electrical Manufacturers Association
NFPANational Fire Protection Association
REARural Electrification Administration
TIATelecommunications Industries Association
ULUnderwriter's Laboratories
VRCIVariable Resistive Components Institute

E. Aluminum

AAAluminum Association
AAMAAmerican Architectural Manufacturers Association

F. Steel and Concrete

ACIAmerican Concrete Institute
AISCAmerican Institute of Steel Construction, Inc.
AISIAmerican Iron and Steel Institute
CRSIConcrete Reinforcing Steel Institute

Division 4

General Requirements

Section 8: Codes and Standards

NRMANational Ready-Mix Association
PCAPortland Cement Association
PCIPrestressed Concrete Institute

G. Welding

ASMEAmerican Society of Mechanical Engineers
AWSAmerican Welding Society

H. Government and Technical Organizations

AIAAmerican Institute of Architects
APHA.....American Public Health Association
APWAAmerican Public Works Association
ASAAmerican Standards Association
ASAEAmerican Society of Agricultural Engineers
ASCEAmerican Society of Civil Engineers
ASQCAmerican Society of Quality Control
ASSEAmerican Society of Sanitary Engineers
CFRCode of Federal Regulations
CSIConstruction Specifications Institute
EDAEconomic Development Administration
EPAEnvironmental Protection Agency
FCCFederal Communications Commission
FmHAFarmers Home Administration
FSFederal Specifications IAI International Association of Identification
ISEAIndustrial Safety Equipment Association
ISOInternational Organization for Standardization
ITEInstitute of Traffic Engineers
NBFUNational Board of Fire Underwriters
(NFPA)National Fluid Power Association NBS National Bureau of Standards
NISONational Information Standards Organization
OSHAOccupational Safety and Health Administration
SISalt Institute
SPIThe Society of the Plastics Industry, Inc.
USDCUnited States Department of Commerce
WEFWater Environment Federation

I. General Building Construction

AHAAmerican Hardboard Association
AHAMAssociation of Home Appliance Manufacturers

Division 4

General Requirements

Section 8: Codes and Standards

AITCAmerican Institute of Timber Construction
APAAmerican Parquet Association, Inc.
APAAmerican Plywood Association
BHMABuilders Hardware Manufacturers Association
BIFMABusiness and Institutional Furniture Manufacturers Association
DHIDoor and Hardware Institute
FMFactory Mutual Fire Insurance Company
HPMAHardwood Plywood Manufacturers Association
HTIHand Tools Institute IME Institute of Makers of Explosives
ISANTAInternational Staple, Nail and Tool Association
ISDSIInsulated Steel Door Systems Institute
IWSInsect Screening Weavers Association
MBMAMetal Building Manufacturers Association
NAAMMNational Association of Architectural Metal Manufacturers
NAGDMNational Association of Garage Door Manufacturers
NCCLSNational Committee for Clinical Laboratory Standards
NFPANational Fire Protection Association
NFSANational Fertilizer Solutions Association
NKCANational Kitchen Cabinet Association
NWMANational Woodwork Manufacturers Association
NWWDANational Wood Window and Door Association
RMARubber Manufacturers Association
SBC SBCCStandard Building Code
SDISteel Door Institute
SIAScaffold Industry Association
SMAScreen Manufacturers Association
SPRISingle-Ply Roofing Institute \\\nTCATile Council of America
UBCUniform Building Code

J. Roadways

AREAAmerican Railway Engineering Association
DOTDepartment of Transportation

K. Plumbing

AGAAmerican Gas Association
NSFNational Sanitation Foundation
PDIPlumbing Drainage Institute
SPC SBCCStandard Plumbing Code

Division 4

General Requirements

Section 8: Codes and Standards

L. Refrigeration, Heating, and Air Conditioning

AMCAAir Movement and Control Association
ARIAmerican Refrigeration Institute
ASHRAEAmerican Society of Heating, Refrigeration, and Air Conditioning Engineers
ASMEAmerican Society of Mechanical Engineers
CGACompressed Gas Association
CTICooling Tower Institute
HEIHeat Exchange Institute
IIARInternational Institute of Ammonia Refrigeration
NBNational Board of Boilers and Pressure Vessel Inspectors
PFMAPower Fan Manufacturers Association
SAESociety of Automotive Engineers
SMACNASheet Metal and Air Conditioning Contractors National Association
SMC SBCCStandard Mechanical Code
TEMATubular Exchangers Manufacturers Association

M. Equipment

AFBMAAnti-Friction Bearing Manufacturers Association, Inc.
AGMAAmerican Gear Manufacturers Association
ALIAutomotive Lift Institute
CEMAConveyor Equipment Manufacturers Association
CMAACrane Manufacturers Association of America
DEMADiesel Engine Manufacturers Association
MMAMonorail Manufacturers Association
OPEIOutdoor Power Equipment Institute, Inc.
PTIPower Tool Institute, Inc.
RIARobotic Industries Association
SAMAScientific Apparatus Makers Association

END OF SECTION

Division 4

General Requirements

Section 9: Temporary Facilities

9.1 General

- A. Temporary facilities required for this work include, but are not necessarily limited to:
 - 1. Temporary utilities such as water and electricity.
 - 2. First aid facilities.
 - 3. Sanitary facilities.
 - 4. Potable water.
 - 5. Temporary enclosures and construction facilities.
- B. First aid facilities, sanitary facilities and potable water shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.
- C. Maintenance: Use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to CCWA.
- D. Removal: Remove all such temporary facilities and controls as rapidly as progress of the work will permit.

9.2 Temporary Utilities

- A. General:
 - 1. Provide and pay all costs for all electricity and other utilities required for the performance of the work.
 - 2. Pay all costs for temporary utilities until Project completion.
 - 3. Costs for temporary utilities shall include all power and the like necessary for testing equipment as required by the Contract Documents.
- B. Temporary Water: Provide all necessary temporary piping, and upon completion of the work, remove all such temporary piping. Potable water is available from fire hydrant at near tank. CCWA will provide a hydrant meter assembly with backflow protection for connecting to nearby fire hydrant at no charge to the Contractor, including no charge for water used.

Division 4

General Requirements

Section 9: Temporary Facilities

C. Temporary Electricity:

1. Provide all necessary wiring for Contractor's use.
2. Furnish, locate and install area distribution boxes such that the individual trades may use, their own construction type extension cords to obtain adequate power, and artificial lighting at all points where required by inspectors and for safety.

9.3 First Aid Facilities

Contractor shall provide a suitable first aid station, equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. Contractor shall have standing arrangements for the removal and hospital treatment of any injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to CCWA and CCWA's representative(s).

9.4 Sanitary Facilities

Prior to starting the work, Contractor shall furnish, for use of Contractor's personnel on the job, all necessary toilet facilities which shall be secluded from public observation. These facilities shall be chemical toilets. All facilities, regardless of type, shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the area in which the work is performed. Adequacy of these facilities will be subject to CCWA's review and maintenance of same must be satisfactory to CCWA at all times.

9.5 Potable Water

Contractor shall be responsible for furnishing a supply of potable drinking water for human consumption for employees, subcontractors, inspectors, and CCWA who are associated with the work.

9.6 Enclosures and Construction Facilities

Furnish, install and maintain for the duration of construction, all required scaffolds, tarpaulins, canopies, steps, bridges, platforms and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.

Division 4

General Requirements

Section 9: Temporary Facilities

9.7 Parking Facilities

Parking facilities for the Contractor's and Contractor's subcontractors' personnel shall be the Contractor's responsibility. CCWA's property does not extend beyond the fenced in tank site area. See Appendix E for job site property boundaries.

9.8 Staging Area

The staging area will only be on CCWA property. Contractor may install temporary fencing to secure site at all times. Contractor is responsible for any and all damage caused by use of the area and shall restore the area to its current or better condition. See Appendix C for job site property boundaries.

END OF SECTION

Division 4

General Requirements

Section 10: Job Site Security

10.1 Barricades, Lights and Signals

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction.
- B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by CCWA.

10.2 Site Security

- A. The Contractor shall maintain a secure site at all times.
- B. Gates and ladder guards shall be closed and locked at all times when contractor is not on-site.
- C. Tank ladder shall be protected from access by others when contractor is not on-site.

END OF SECTION

Division 4

General Requirements

Section 11: Storage and Protection

11.1 Scope

The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

11.2 Storage and Protection

A. Storage

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the Engineer.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to CCWA.
3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
4. All materials shall meet the requirements of these Specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

B. Protection

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed work and materials of all other trades.
2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
3. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of CCWA or CCWA's representative and at no additional cost to CCWA.

Division 4

General Requirements

Section 11: Storage and Protection

- D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.
- F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

11.3 Extended Storage

In the event that certain items have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to CCWA. The Contractor shall provide all special packaging, protective coverings, protective coatings and power necessary or recommended by the manufacturer to properly maintain and protect the items during the period of extended storage.

END OF SECTION

Division 4

General Requirements

Section 12: Warranties and Bonds

12.1 Project Maintenance and Warranty

- A. Maintain and keep in good repair the work covered by these Drawings and Specifications until acceptance by CCWA.
- B. The Contractor shall warrant for a period of three years from the date of CCWA's written final acceptance of the Project, as defined in the Contract Documents, that the completed work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. CCWA will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, CCWA may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or CCWA, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one-year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12-month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals,

Division 4

General Requirements

Section 12: Warranties and Bonds

flagrant over- or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one-year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary, and re-warranted for one year.

- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to CCWA.
- G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately, and it becomes necessary for CCWA of the road to make such repairs, the Contractor shall reimburse CCWA of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, CCWA reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.

Division 4

General Requirements

Section 12: Warranties and Bonds

- J. Neither the foregoing Paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

END OF SECTION

Division 5

Protective Coatings

Section 1: General

1.1 Scope

- A. This section includes, but is not necessarily limited to, standards for cleaning and the painting of structures and equipment described in the Specifications. Furnish all materials, equipment and labor necessary to complete the work. The terms "paint" and "coating material" shall be considered synonymous.
- B. 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.
- C. Exterior surfaces are defined as all outside areas of the tank, including the ladders, pipe, fittings, and appurtenances.

1.2 Substitutions

All coatings shall be the products of a single manufacturer.

1.3 Submittals

- A. The Contractor shall submit to CCWA for review the following information concerning the methods and materials the Contractor proposes to use in work covered by this section of the Specifications:
 - 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.
 - 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 compatible for application and use as directed under these Specifications.
 - 4. A color chart for each product to be applied.
 - 5. Containment plan for use during surface preparation and coating application operations of exterior surfaces.
- B. Certificate of Installation – Prior to final payment, the Coating System Manufacturer shall submit a memo on the manufacturer's letter head, stating that the Contractor's surface preparation and coating application work has been performed in accordance with manufacturer's instructions.

Division 5

Protective Coatings

Section 1: General

1.4 Pre-coating Meeting

Prior to ordering any of the materials covered under this section, the Contractor, CCWA's representative, painting subcontractor and paint manufacturer's representative shall attend a pre-coating meeting and review the work to be performed under this section.

1.5 Quality Assurance

- A. Only those systems and components which are judged acceptable by the CCWA's representative shall be utilized in the work covered by this item. No materials shall be delivered to the job site until CCWA's representative has evaluated their acceptability.
- B. The following information shall be included on the label of all containers of materials supplied under this section:
 - 1. Manufacturer's name.
 - 2. Type of paint or other generic identification.
 - 3. Manufacturer's stock number.
 - 4. Color (if any).
 - 5. Instructions for mixing, thinning, or reducing (as applicable).
 - 6. Manufacturer's application recommendations.
 - 7. Safety and storage information.
- C. All coating material used on this Project shall be purchased specifically for this Project and furnished in new, unopened containers.

1.6 Manufacturer's Representative During Painting Operations

At a minimum, an authorized representative of the coating manufacturer shall be present at the start-up of painting operations and as needed to be able to meet the requirements of Section 1.3B. Such representative shall instruct the Contractor's workers on the manufacturer's application recommendations.

1.7 Testing Equipment

- A. The Contractor shall furnish and make available to CCWA's representative the following items of testing equipment for use in determining if the requirements of this section are being satisfied. The specified items of equipment shall be available for use at all times when field painting or surface preparation is in progress:
 - 1. Wet film gauge.

Division 5

Protective Coatings

Section 1: General

2. Surface thermometer.
3. Testex Replica Tape.
4. "Visual Standard for Abrasive Blast Cleaned Steel", as published by SSPC (SSPC-VIS 1-89).
5. "Visual Standard for Power-and Hand-Tool Cleaned Steel", as published by SSPC (SSPC-VIS 3).
6. Holiday (pin hole) detector (low voltage).
7. Sling-psychrometer or other on-site device used to calculate relative humidity and ambient air temperature.
8. Magnetic dry film gauge, meeting the requirements of SSPC-PA2, Type I or Type II, including calibration.

1.8 Product Handling

A. Delivery

1. Deliver materials in original, sealed containers of the manufacturer with labels legible and intact.
2. Each container shall be clearly marked or labeled to show paint identification, date of manufacture, batch number, analysis or contents, and special instructions.

B. Storage

1. Store only acceptable Project materials on the Project site.
2. Store material in a suitable location and in such a manner as to comply with all safety requirements including any applicable federal, state and local rules and requirements. Storage shall also be in accordance with the instructions of the paint manufacturer and the requirements of the insurance underwriters.
3. Restrict storage area to paint materials and related equipment.
4. Place any material, which may constitute a fire hazard, in closed metal containers and remove daily from the Project site.

- C. Material Safety Data Sheets (MSDS): A copy of every component's MSDS shall be available at all times on the Project site.

1.9 Material Schedules

Material Schedules at the end of this section list prime coats, stripe coats, intermediate coats,

Division 5

Protective Coatings

Section 1: General

finish coats that comprise a complete and compatible system of surface protection for the particular substrate. Maintain the unity of these systems, making sure all coats applied to any surface are from the same system and same manufacturer. Verify with the manufacturer the compatibility of the materials used.

1.10 Products

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 material must be silica and beryllium free to insure a containment free surface
- C. Green Diamond abrasive or equal is acceptable
- D. If Blastox® is used it shall be blended with the blasting abrasive by a blending facility authorized by the TDJ Group, Inc.

Coating Materials

- A. Acceptable Manufacturers: The only acceptable manufacturers and products shall be those listed in the Material Schedules at the end of this section.
- B. All applicable data currently published by the paint manufacturer relating to surface preparation, coverages, film thickness, application technique, drying and overcoating times is included by reference as a part of this section. It is the responsibility of the Contractor to obtain and fully understand the appropriate data sheets for the coatings specified.
- C. Products
 - 1. Paints shall be factory mixed and delivered to the site in unbroken original packages bearing the manufacturer's name and brand designation and shall be applied in strict accordance with the manufacturer's printed specifications. Two-component coatings shall be mixed in accordance with manufacturer's instructions. All two-component coatings, once mixed, shall be applied within the pot-life recommended by the manufacturer.
 - 2. Unless otherwise specified, paints shall be of the best grade. All thinners, driers, varnish, etc., shall be of the best grade and shall be furnished by the coating manufacturer for use with the specified paints.

Division 5

Protective Coatings

Section 1: General

- D. Colors: CCWA will select the colors to be used on the various portions of the work. Provide color cards for the coatings proposed. Where more than one coat of paint is required, job tint off-shade the paint for each undercoat to show complete coverage.

1.11 Mixing and Tinting

- A. When possible, all paints and other materials shall be mixed and tinted by the paint manufacturer prior to delivery to the job site.
- B. When job site mixing and/or tinting is required, the manufacturer's recommendations shall be strictly adhered to. The Contractor shall be solely responsible for the proper conduct of all on-site mixing and/or tinting.

1.12 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. Containment of all exterior surface preparation and coating operations:
 - 1. Contractor shall utilize a 100% sidewall containment system with sufficient height above the tank, and coverage to prevent debris, paint spray or droppings from fouling surfaces not being painted, during surface preparation operation, whether by water blasting, abrasive blast cleaning, or power tool cleaning, and during the painting operation.
 - 2. Contractor shall be solely responsible for all materials and the use of the containment structure/apparatus, and any damage, which may result from its use. The contractor by entering into a contract with CCWA agrees to hold the CCWA harmless from any patent issues that may arise from this work. The Contractor shall be solely responsible to ensure that the containment system used shall not impose any excessive loading on structure or any its appurtenances during normal usage or during any normal or abnormal weather conditions such as, but not limited to periods of high winds, etc. Bases or lugs welded to the tank for attachment of support arms and other support points shall be Environmental Coating Schedule following use and remain on tank for future use. The Contractor must be able to lower any containment/enclosure that has been erected on the structure in a maximum of ten (10) minutes, unless the Contractor and CCWA have agreed to

Division 5

Protective Coatings

Section 1: General

use a containment system that will remain in place.

3. Contractor may at its own expense cut an opening in the riser for use with the rigging for the containment system. If Contractor elects to cut an opening, it shall have radius corners and no cut shall be within 6-inches of an existing seam. The plate removed for the work shall be replaced and welded back in accordance of Division 6, Section 1.1. All welds associated with replacing the plate shall be tested using radiographs.
- C. The Contractor's on-site representative shall keep a record of work performed each day and shall submit it to CCWA's representative weekly. The forms for this record will be furnished by the Contractor. Keep it simple.
- D. No coat of paint shall be applied until the surface has been inspected and accepted by CCWA's representative. The Contractor shall give at least 24-hour notice to CCWA's representative when cleaning is to be performed to prevent inspection delays. The Contractor shall provide the necessary access for inspection by CCWA's representative.
- E. Surface Preparation and Application Overview:
 1. Tank Exterior (Repaint)
 - a. Abrasive blast clean surface (to SSPC-SP6 finish and surface profile as specified).
 - b. Primer: Tnemec Series 94 applied at 2.5 to 3.5 DFT or Equal.
 - c. Stripe coat: Tnemec Series N140-00WH White applied at 2.0 to 3.0 DFT or Equal.
 - d. Intermediate: Tnemec Series 73 applied at 2.0 to 3.0 DFT or Equal.
 - e. Topcoat: Tnemec Series 700 applied at 2.0 to 3.0 DFT or Equal.

Minimum dry film thickness 6.5 dry mils.

1.13 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. 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 containment system. The CCWA's representative

Division 5

Protective Coatings

Section 1: General

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.

- C. All blast residue from the tank shall be properly disposed of off-site by the Contractor in accordance with the provisions of this section and Division 4, Section 5 of these Specifications.
- D. 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 degrees F, when freezing (32 degrees F) is predicted within 24 hours of application, or under temperature or humidity conditions not recommended by the manufacturer. However, in no case shall coatings be applied when the surface temperature is within 5 degrees F of dew point, and in no cases shall coating be applied over a damp surface.
- E. In situations where condensation on existing surfaces is problematic, provide dehumidification systems to control this surface condition.
- F. 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 work day: 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.

1.14 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 CCWA's representative 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 CCWA's representative, 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.

Division 5

Protective Coatings

Section 1: General

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 CCWA, 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 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.

1.15 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). 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 debris from coming into contact with the ground.
 2. The Contractor shall not allow any surface preparation debris or coating material 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 surface preparation operations shall be conducted in accordance with the Guide for Disposal of Lead-Contaminated Surface Preparation

Division 5

Protective Coatings

Section 1: General

Debris (SSPC -Guide 7) and Division 4, Section 5 of these Specifications.

- D. If the analysis of 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 CCWA.
- E. If the analysis of residue shows that it contains more than 5 parts per million of leachable lead, the Contractor shall handle, collect, store, transport, 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 CCWAs and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
 - 6. 40 CFR Part 265 Interim Status Standards for CCWAs and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
 - 7. 40 CFR Part 268 Land Disposal Restrictions.

1.16 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. Power Tool Cleaning Method: Where so required, all paint, dirt, rust, and foreign material shall be removed by using the power tool cleaning 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,

Division 5

Protective Coatings

Section 1: General

- welds, and other rough surfaces so that the rough surfaces do not cause a "shadow" effect.
- D. All surface preparation and cleaning shall be performed in accordance with 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.
 - F. Inspection
 - 1. Cleaned surfaces shall be inspected by the CCWA's representative prior to primer application. Material manufacturer shall be onsite to inspect surface preparation as well when directed by CCWA's representative.
 - 2. Abrasive blast cleaned surfaces shall be inspected by CCWA's representative, and material manufacturer when directed, for degree of cleanliness and surface profile utilizing the SSPC Visual Standards (VIS 1-89) and the SSPC Surface Profile Comparator. These plates shall be securely wrapped in clear plastic and sealed to protect them from deterioration and marring.

1.17 Application

- A. General
 - 1. After specified surface preparation, all surfaces shall be cleaned free of dust or foreign matter. Surfaces shall be completely dry before any paint is applied.
 - 2. 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.
 - 3. 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 CCWA's representative 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 weld 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.
 - 4. Sufficient time, as directed by the manufacturer, shall be allowed for the paint to dry

Division 5

Protective Coatings

Section 1: General

before the application of succeeding coats. Colors shall be chosen by CCWA. Each coat shall be tinted to facilitate positive identification of areas receiving subsequent coats.

B. Exterior

1. Spot Prime Coats (for field blasted tanks)

- a. After completion of the surface preparation and cleaning, all 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. 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. Exterior Stripe Coat: After completion of the prime coat, all exterior 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 each side of the weld. Additionally, all inside corners, outside corners and edges shall receive a stripe coat as required for weld 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.

D. 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 CCWA's representative with a wet film gauge.
2. When thoroughly cured, dry film thickness readings shall be made by the Contractor and CCWA's representative 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 CCWA. 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 CCWA's representative prior to acceptance and if found to be less than specified, additional finish coats shall be

Division 5

Protective Coatings

Section 1: General

applied at no additional cost to CCWA 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 CCWA's representative 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 CCWA's representative, any painting work found to be defective or applied under adverse conditions.
- G. Warranty – A 15-year gloss and color retention warranty for the exterior coating system will be provided from the paint manufacturer to the Owner.

1.18 Maintenance Materials

Furnish CCWA at least one gallon of each type 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.

1.19 Coating Repair

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.

1.20 Coating Material Schedules

Noah's Ark Tank 1

Surface Preparation: Apply a bleach solution. Let sit for 10-15 minutes before pressure washing at a minimum of 2,000 psi. Remove all curled lips. Feather all edges. Prior to painting the substrate must be clean dry and free of all contaminants.

- A. Cracks: Larger than 1/64": Tnemec Series Cracks 154.
- B. 1st Coat: Tnemec Series 1026 applied at 2-3 mils dry.
- C. 2nd Coat: Tnemec Series 1026 applied at 2-3 mils dry.
- D. Logos: Tnemec Series 1029 applied at 2-3 mils dry.

Noah's Ark Tank 2

Surface Preparation: Apply a bleach solution. Let sit for 10-15 minutes before pressure washing at a minimum of 2,000 psi. Remove all curled lips. Feather all edges. Prior to painting

Division 5

Protective Coatings

Section 1: General

the substrate must be clean dry and free of all contaminants.

- A. Cracks: Larger than 1/64": Tnemec Series Cracks 154.
- B. 1st Coat: Tnemec Series 156 applied at 4-6 mils dry.
- C. 2nd Coat: Tnemec Series 156 applied at 4-6 mils dry.
- D. Logos: Tnemec Series 1029 applied at 2-3 mils dry.

Forest Avenue Tank 1

Surface Preparation: High-Pressure Water Blast at a minimum of 3,000 psi. Power tool clean (SSPC-SP3) all visible rusty areas. Feather all edges. Prior to coating, the substrate must be clean dry, and free of all contaminants.

- A. Spot Prime (visible rusty areas): Tnemec Series 135 applied at 3 mils dry.
- B. 1st Coat: Tnemec Series 135 applied at 3 mils dry.
- C. 2nd Coat: Tnemec Series 72 applied at 2-3 mils dry.

Forest Avenue Tank 2 – Steel door

Surface Preparation: High-Pressure Water Blast at a minimum of 3,000 psi. Power tool clean (SSPC-SP3) all visible rusty areas. Feather all edges. Prior to coating, the substrate must be clean dry, and free of all contaminants.

- A. Spot Prime (visible rusty areas): Tnemec Series 135 applied at 3 mils dry.
- B. 1st Coat: Tnemec Series 135 applied at 3 mils dry.
- C. 2nd Coat: Tnemec Series 73 applied at 2-3 mils dry.

Forest Avenue Tank 2

Surface Preparation: Apply a bleach solution. Let sit for 10-15 minutes before pressure washing at a minimum of 2,000 psi. Remove all curled lips. Feather all edges. Prior to painting the substrate must be clean dry and free of all contaminants.

- A. Cracks: Larger than 1/64": Tnemec Series Cracks 154.
- B. 1st Coat: Tnemec Series 1026 applied at 2-3 mils dry.
- C. 2nd Coat: Tnemec Series 1026 applied at 2-3 mils dry.
- D. Logos: Tnemec Series 1029 applied at 2-3 mils dry

Forest Avenue Tank 3

Surface Preparation: Apply a bleach solution. Let sit for 10-15 minutes before pressure

Division 5

Protective Coatings

Section 1: General

washing at a minimum of 2,000 psi. Remove all curled lips. Feather all edges. Prior to painting the substrate must be clean dry and free of all contaminants.

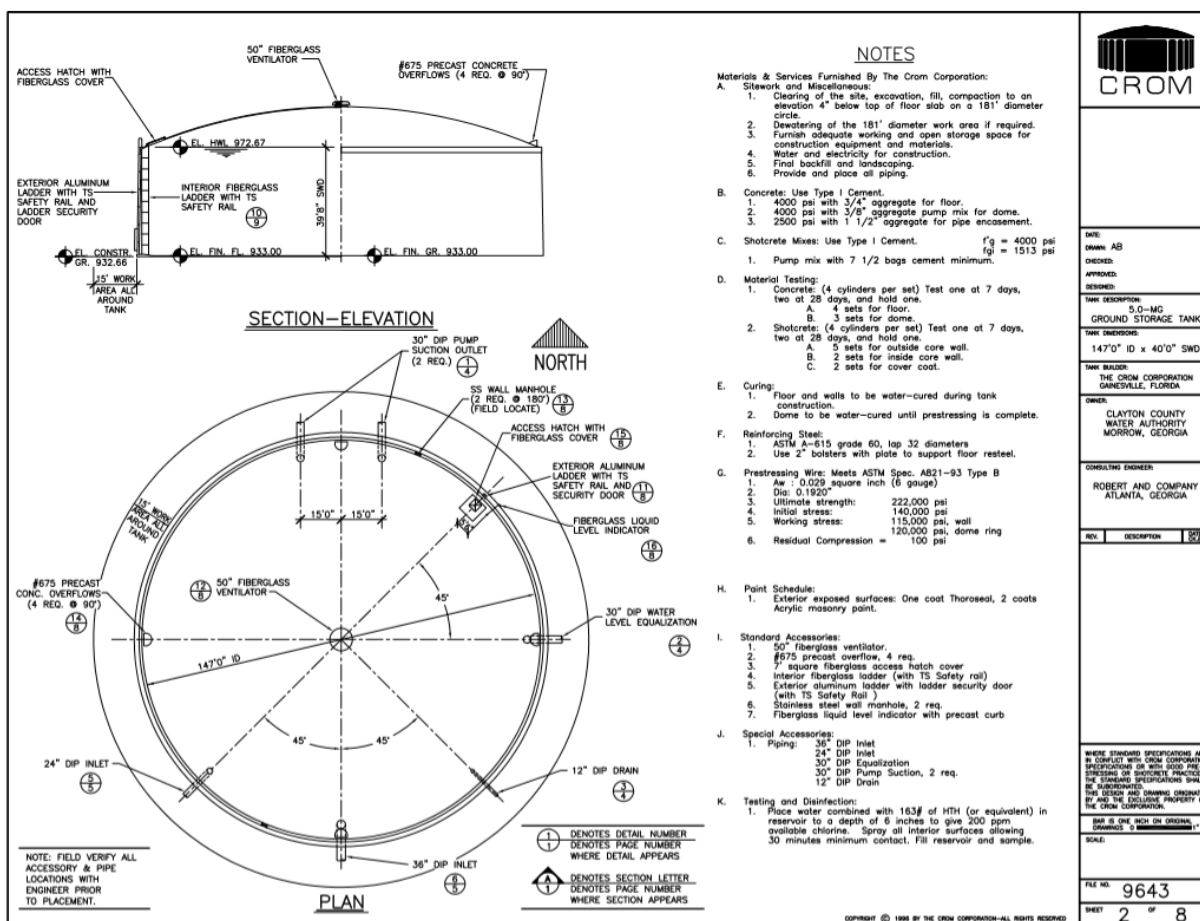
- A. Cracks: Larger than 1/64": Tnemec Series Cracks 154
- B. 1st Coat: Tnemec Series 156 applied at 4-6 mils dry.
- C. 2nd Coat: Tnemec Series 156 applied at 4-6 mils dry.
- D. Logos: Tnemec Series 1029 applied at 2-3 mils dry.

END OF SECTION

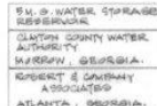
Section 1: General


1.4 Clean-Up

END OF SECTION



Steel Tank Sketch



THE CROM CORPORATION 350 S.W. 36TH TERRACE GAINESVILLE, FLORIDA 32601		
ORDER NO. 44-107 DATE: 9-23-71 QUANTITY: 14.4M ORDER: 44-107 APPROVED:	RECEIVED BY: [Signature] DATE: 9-23-71 FILE NO. 71-25	2 11 d

APPENDIX C

Noah's Ark and Forest Avenue - CCWA Tank Logo

Clayton County Water Authority

Logo Usage Standards

The following information is provided to ensure that the Clayton County Water Authority logo is always used in a consistent manner. By following a couple simple guidelines, you can ensure that your intended audience will always recognize your advertising, business collateral, correspondence and presentation material.

A strong product identity is the foundation for creating strong marketing and visual communication programs.

The Clayton County Water Authority logo can be reproduced in two colors, full color (using four colors selected for logo), and all black as shown below.

The typefaces used with the logo are Perpetua regular and bold. No other typefaces should be used with the logo.

When reproducing the logo, it is recommended that you use one of the logo files supplied to you via email and/or the USB drive provided. In certain low-resolution applications, such as copying, you can scan and use one of the supplied artwork files.

If the logo needs to be dramatically enlarged or recreated, please refer to the logo proportion grid shown below.

Proportion Grid



Color Standards



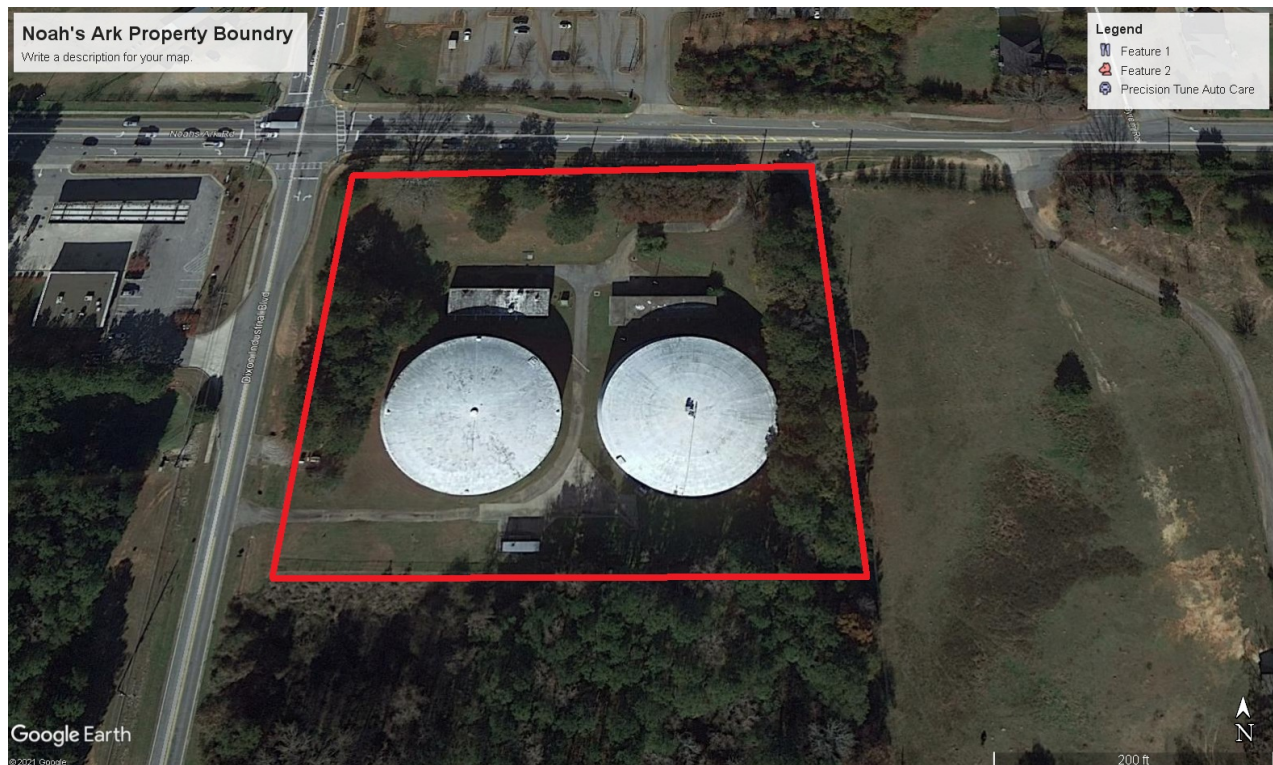
Forest Avenue - City of Forest Park Tank Logo



CITY OF
FORESTPARK

APPENDIX E

Noah's Ark Tank Site Property Boundaries



APPENDIX E

Forest Avenue Tank Site Property Boundaries



APPENDIX F

Noah's Ark Tanks 1 of 2



Noah's Ark Tanks 2 of 2



APPENDIX G

Forest Avenue Tanks 3 of 3



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)

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)

COVER SHEET

Effective:
May 1, 2019

FOR

VENDOR INFORMATION FORM

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

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

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

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

Minority Groups:

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

Vendor Information Forms should be submitted to the Procurement Department.

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



VENDOR INFORMATION FORM

Effective 5/1/19

PART 1

Vendor Name: _____

Phone Number: _____ Fax #: _____

E-Mail Address: _____

Mailing Address: _____

Pay to Address: _____

☐ Same as above

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

Bank Name: _____

Routing No.: _____ Account No.: _____

Account Name: _____

Remittance to Email Address: _____

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

Entity Type: ☐ Individual/Sole Proprietor ☐ Employee Owned Company ☐ Partnership

☐ Privately Held Corporation/LLC ☐ Publicly Owned Company ☐ Attorney

☐ Other ... _____

Social Security or Tax Identification Number (TIN): _____

Payment Terms: ☐ NET 30 DAYS ☐ Other: _____

PRODUCTS / SERVICES PROVIDED:
Provide NIGP Code(s)

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

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

PART 2

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

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

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

☐ SLBE Are you certified? ☐ Yes ☐ No Certifying Agency _____

County of Primary Business Located: _____

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

☐ WBE ☐ MBE * ☐ DCE

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

CHOOSE ONE ONLY: ☐ Native American ☐ Asian American

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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