



**FULTON
COUNTY**

CONTRACT

**#23ITB139950K-DB
HEMBREE ROAD WATER TANKS
REHABILITATION**

FOR

DEPARTMENT OF PUBLIC WORKS

OWNER - CONTRACTOR AGREEMENT

Contractor: **Tank Pro, Inc.**

Contract No.: **#23ITB139950K-DB; Hembree Road Water Tanks Rehabilitation**

Address: **5500 Watermelon Road,**
City, State **Northport, Alabama 35473**

Telephone: **(205) 750-0444**

Email: phillip@tankproinc.com

Contact: **Phillip Stearman,**
President

THIS AGREEMENT is effective as of the 1st day of May, 2024, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **One Million Six Hundred Thirteen Thousand Seven Hundred Sixty Dollars and No Cents, (\$1,613,760.00)** and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts

of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: #23ITB139950K-DB

HEMBREE ROAD WATER TANKS REHABILITATION

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within 180 calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 1,000.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits

due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on Wednesday, April 10th, 2024; Item #24-0246.

[SIGNATURES NEXT PAGE]

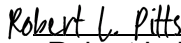
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

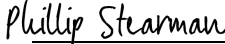
OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA



TANK PRO, INC.


DocuSigned by:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners


DocuSigned by:

Phillip Stearman,
President

ATTEST:


ATTEST:

DocuSigned by:

Tonya R. Grier
Clerk to the Commission
(Affix County Seal)


Phillip Stearman
Secretary/
Assistant Secretary
(Affix Corporate Seal)


DocuSigned by:

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David E. Clark, P.E., Director
Department of Public Works

ITEM#: _____	RCS: _____	24-0246	04/10/2024
RECESS MEETING		ITEM#: _____	RM: _____
		REGULAR MEETING	

END OF SECTION

EXHIBIT A

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the

Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Code Section 102-420 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager - shall mean the individual designated in writing, by the [Insert Department name] Department as the Construction Manager.

Contractor - shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents- include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time - shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County - shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the [insert department name] Department of Fulton County, Georgia or the designee thereof.

Final Completion - shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages - shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products - shall mean materials or equipment permanently incorporated into the work.

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from

performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the

Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or

damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. **CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM**

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed.

Upon completion of the work, the County shall determine in its sole discretion whether the Contractor is due any compensation for those services the Contractor performed prior to the termination to the satisfaction of the County ("Unpaid Satisfactory Work"), and shall compensate Contractor for the same. The County shall further determine in its sole discretion whether the County's completion of the work was made more costly as a result of failures, acts, or omissions of the Contractor, and if so, shall deduct such amounts ("Overages") from any amounts that may be due to the Contractor. In the event that the Overages exceed the Unpaid Satisfactory Work, the Contractor shall immediately pay the difference to the County on demand. These obligations for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the termination shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated by

the County through the Termination for Cause provisions due to a claim of default by the Contractor, and it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a Termination for Convenience pursuant to this paragraph and administered according to the provisions related to Termination for Convenience set out in this Contract.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, for the purpose of completing the work for which the Contractor was contractually engaged, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Unless otherwise directed by the Construction Manager, terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have

- the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
 6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - b. The completed or partially completed plans, drawings, information, and other property to the work.
 7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
 8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
 9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination for cause or convenience, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently conduct the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day,

increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor's employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials

or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. A written report of the total value of work performed and materials and equipment obtained to the date of submission
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

00700-74 RETAINAGE

The County shall retain from each progress payment five percent of the estimated value of the work performed. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the limit shall be based upon the price for each individual project or assignment. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law

00700-75 PAYMENT OF SUBCONTRACTORS

The contractor shall, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the contractor's retainage is reduced by the owner; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no

interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Code Section 102-420. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

-
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
 3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
 4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
 - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
 5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:
 - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.

-
- b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
 - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
 6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
 - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
 - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
 7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
 8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally

recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Fulton County Code Section 102-420.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

I N D E X

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EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____.
_____, who under Oath deposes and says that he is
_____ of the firm of _____, that he has read the
above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires

EXHIBIT B SPECIAL CONDITIONS

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

SECTION 9

SPECIAL CONDITIONS

STATEMENT OF BIDDER'S QUALIFICATIONS AND SAFETY RECORD FORM

Confined Space Signage:

The approved Contractor shall submit for approval a copy of the plans and specifications for the confined space signage. Signage shall be installed at all points of access to the interior of the water tanks. Signage shall be exterior quality signage meeting OSHA requirements. Signage shall also be posted at the access point of the exterior ladder.

Anchor Points:

The approved Contractor shall submit for approval a copy of the plans and specifications for the permanent anchor points to be used for fall protection. Anchor points shall be installed at all openings on the roof and at the exterior ladder.

Roof Vent Screen:

The approved Contractor shall submit for approval a copy of the plans and specifications for the replacement of the roof vent system and addition of the fine screen mesh. The fine screen mesh shall be sized for insects.

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS

This Statement is to accompany bids submitted for the following project:
Hembree Road Water Tanks Rehabilitation

1. NAME OF BIDDER: Tank Pro, Inc.
2. BUSINESS ADDRESS: 5500 Watermelon Road, Northport, AL 35473
3. TELEPHONE NUMBER: 205-750-0444
4. OFFICIAL REPRESENTATIVE AND TITLE: Phillip Stearman, President

STATEMENT OF BIDDER'S QUALIFICATIONS AND SAFETY RECORD FORM

Confined Space Signage:

The approved Contractor shall submit for approval a copy of the plans and specifications for the confined space signage. Signage shall be installed at all points of access to the interior of the water tanks. Signage shall be exterior quality signage meeting OSHA requirements. Signage shall also be posted at the access point of the exterior ladder.

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The approved Contractor shall submit for approval a copy of the plans and specifications for the permanent anchor points to be used for fall protection. Anchor points shall be installed at all openings on the roof and at the exterior ladder.

Roof Vent Screen:

The approved Contractor shall submit for approval a copy of the plans and specifications for the replacement of the roof vent system and addition of the fine screen mesh. The fine screen mesh shall be sized for insects.

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Hembree Road Water Tanks Rehabilitation

1. NAME OF BIDDER: Tank Pro, Inc.
2. BUSINESS ADDRESS: 5500 Watermelon Road, Northport, AL 35473
3. TELEPHONE NUMBER: 205-750-0444
4. OFFICIAL REPRESENTATIVE AND TITLE: Phillip Stearman, President
5. Using the form provided at the end of this Section, list previously completed projects which are similar in scope and complexity to this project which were completed or assigned to your firm or joint venture, including: Name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (If a joint venture, list separately for each joint venture partner.) Limit to 5.

Contractors must have successfully completed at least two contracts involving painting and cathodic protection of water storage tanks of more than 0.4 MGD and a construction value of not less than \$250,000.00.
6. Provide the following information for the organization proposed for this project:
 - a. Organizational chart.
 - b. Indicate the participation by the various members in the organization, as shown on the organizational chart, in the management and in the division of work (If a joint venture, indicate percent of man hours and percent of project cost to be performed by each joint venture member).
7. Using the form provided at the end of this Section, provide information for the Project Manager and the Project Superintendent.
 - a. Project Manager must have been project manager for duration of project and must have successfully completed at least two contracts involving painting and cathodic protection of water storage tanks of more than 0.4 MGD and a construction value of not less than \$250,000.00.

- b. Project Superintendent must have successfully completed at least two contracts involving painting and cathodic protection of water storage tanks of more than 0.4 MGD and a construction value of not less than \$250,000.00.
8. The Contractor must have an established Safety Program. Complete the attached form entitled "CONTRACTOR SAFETY RECORD FORM".
9. The Contractor's Workman's Compensation Ratings (EMR-Experience Modification Rate)

Year	Experience Modification Rate (EMR)
2020	1.70
2021	1.65
2022	1.54
Average:	1.63

10. The Contractor's OSHA Incidence Rates. Note: the Industry Standard for Construction, published by the U.S. Department of Labor (2012) for Heavy and Civil Engineering Construction, all industries, list the Recordable Incidence Rate of 3.2 and the Days Away from Work Incidence Rate of 1.7, per OSHA definition and calculation, as the industry averages.

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate*
2020	0	47,621	0
2021	0	54,000	0
2022	0	54,000	0
Average			0

Year	Total Days Away from Work Incidents	Total Hours Worked	OSHA Incidence Rate*
2020	0	47,621	0
2021	0	54,000	0
2022	0	54,000	0
Average			0

* Use your OSHA Form No. 200 and the formula:

(Total Incidents x 200,000 hours) ÷ (Number of hours worked) = Incidence Rate

11. If there have been any fatalities during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager was cited by OSHA for "Willful", in performing the work in which the fatality occurred, the Contractor may be disqualified based on the County's review. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation for failure to implement a corrective action plan.

- a. Fatalities during the last five years where Contractor was cited by OSHA for "Willful" Violation none
- b. Fatalities during the last five years where the proposed Project Manager was cited by OSHA for "Willful" Violation none

The previous statements and attachments are true, correct, and complete to the best of my knowledge.

Date: January 30, 2024

Firm Name: Tank Pro, Inc.

By:  Phillip Stearman

Title: President

Sworn to and subscribed before me

this 30th day of January, ~~2023~~ 2024

Notary Public 

ANGELA WHITSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
March 08, 2025

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CONTRACTOR SAFETY RECORD FORM**A. General Information**

Name of Firm: Tank Pro, Inc.	
Business Address: 5500 Watermelon Rd, Northport, AL 35473	
Telephone: 205-750-0444	Fax: 205-750-0464
Prepared by/Title: Phillip Stearman, President	Date prepared: January 30, 2024

II. Experience Modification Rates

List your firm's Workers Compensation Experience Modification Rates (EMR) for the last three years.

Year	Experience Modification Rate (EMR)
2020	1.70
2021	1.65
2022	1.54

III. OSHA Incidence Rates

A. List your firm's Occupational Safety Health Administration (OSHA) incidence rates for the last three years.

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate*
2020	0	47,621	0
2021	0	54,000	0
2022	0	54,000	0

* Use your OSHA Form No. 200 and the formula:

$$(\text{Total Incidents} \times 200,000 \text{ hours}) \div (\text{Number of hours worked}) = \text{Incidence Rate}$$

B. Provide your incidence rates over the last three years for the following categories:

Category	Incidence Rate by Year*		
	Year 2020	Year 2021	Year 2022
Fatalities	0	0	0
Injuries and Illnesses with Lost Work Days	0	0	0
Injuries and Illnesses with Restricted Work Days	0	0	0

* Use your OSHA Form No. 200 and the formula:

$(\text{Total Incidents} \times 200,000 \text{ hours}) \div (\text{Number of hours worked}) = \text{Incidence Rate}$

C. Does your firm have any upheld OSHA citations in the past five years?

Yes ☐ No ☒ (If yes, attach explanation)

IV. Safety Program Information

A. Do you have a written safety program?

Yes ☒ No ☐ (If yes, attach outline)

B. Which of the following does your safety program contain:

1. Does your company require health and safety training of its subcontractors?

Yes ☒ No ☐

2. Is documentation of health and safety training required?

Yes ☒ No ☐

3. Do you have a Hazard Communication Program (29 CFR 1910.1200, CCR Title 8 Section 5194)?

Yes ☒ No ☐

4. Do you have a Confined Space Entry and Rescue Program (29 CFR 1910.146, CCR Title 8 Section 5156-5159)?

Yes ☒ No ☐ (If yes, attach explanation)

5. Do you have a "Hot Work" permit program (29 CFR 1910.146, CCR Title 8 5156-5159)?

Yes ☒ No ☐ (If yes, attach explanation)

IV. Safety Program Information (cont'd)**B. Which of the following does your safety program contain (cont'd):**

6. Do you have a "Lock-Out/Tag-Out" program (29 CFR 1910.417)?

Yes ☒ No ☐ (If yes, attach explanation)**C. Do you have an Equipment Maintenance Program for the following:**1. Miscellaneous construction tools and equipment? Yes ☒ No ☐2. Ladders? Yes ☒ No ☐3. Scaffolds? Yes ☒ No ☐4. Heavy Equipment? Yes ☒ No ☐5. Vehicles? Yes ☒ No ☐**D. Do you have a new employee safety orientation program?**Yes ☒ No ☐

1. If yes, does it include instruction in the following:

- (a) Company Safety Policy Yes ☒ No ☐
- (b) Company Safety Rules Yes ☒ No ☐
- (c) Safety Meeting Attendance Yes ☒ No ☐
- (d) Company Safety Record Yes ☒ No ☐
- (e) Hazard Recognition Yes ☒ No ☐
- (f) Hazard Reporting Yes ☒ No ☐
- (g) Injury Reporting Yes ☒ No ☐
- (h) Non-Injury Accident Reporting Yes ☒ No ☐
- (i) Personal Protective Equipment Yes ☒ No ☐
- (j) Respiratory Protection Yes ☒ No ☐
- (k) Fire Protection Yes ☒ No ☐
- (l) Housekeeping Yes ☒ No ☐
- (m) Toxic Substance Yes ☒ No ☐
- (n) Electrical Safety Yes ☒ No ☐
- (o) Fall Protection Yes ☒ No ☐
- (p) First-Aid/CPR Yes ☒ No ☐
- (q) Driving Safety Yes ☒ No ☐
- (r) Hearing Conservation Yes ☒ No ☐
- (s) Lock-Out/Tag-Out Yes ☒ No ☐
- (t) Bloodborne Pathogens Yes ☒ No ☐
- (u) Asbestos Yes ☒ No ☐
- (v) Confined Spaces Yes ☒ No ☐
- (w) Hazard Communication Yes ☒ No ☐

IV. Safety Program Information (cont'd)

E. Do you conduct safety meetings for your employees? Yes ☒ No ☐

1. If yes, how often:

Daily ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ As Needed ☒

F. Do you conduct health and safety audits of work in progress?

Yes ☒ No ☐

1. If yes, who conducts the audits?

James Rollins

2. How often are the audits conducted?

as needed

G. Do you notify all employees of accidents and precautions related to accidents and near misses?

Yes ☒ No ☐

1. If yes, how is this notification accomplished?

(a) Safety meetings Yes ☒ No ☐

(b) Post notification in office Yes ☒ No ☐

(c) Post notification at the site where the incident occurred Yes ☒ No ☐

(d) Other

H. Is safety a criteria in evaluating the performance of:

1. Employees Yes ☒ No ☐

2. Supervisors Yes ☒ No ☐

3. Management Yes ☒ No ☐

I. Does your firm hold "tailgate" safety meetings? Yes ☒ No ☐

1. If yes, how often:

Daily ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ As Needed ☒

J. Does your company have a drug and alcohol testing policy?

Yes ☒ No ☐

#231TB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

IV. Safety Program Information (cont'd)

K. *Does your company require that subcontractors participate in a drug surveillance/testing program?*

Yes ☒ No ☐

L. *Does your company have a method of disseminating safety information?*

Yes ☐ No ☒

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Alpharetta Water Tanks Rehabilitation
Project Location	Fulton Co, GA
Contractor's Project Manager	Tristan Stearman
Contractor's Project Superintendent	Miguel Moreno
Owners Representative & Phone Number	Brian Jones 404-612-6306
Design Engineer Representative Name & Phone Number	Fulton Co, GA / Brian Jones 404-612-6306
Water Tank Capacity (MG)	1MG GST & 500K GST
Initial Contract Amount	\$ 808,136.00
Final Contract Amount	\$ 808,136.00
Project Duration	Date Started: February 2022 Date Completed: September 2022 Time Extensions: None
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
Description of Major Project Components: Rehabilitation of a 1MG GST and 500K GST with repairs and cathodic protection system install.	

#23|TB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Elevated Water Storage Tank Rehab
Project Location	Hunter Army Airfield, Savannah, GA
Contractor's Project Manager	James Rollins
Contractor's Project Superintendent	Stephen Burchmeier
Owners Representative & Phone Number	Trend Construction - Brant Blackburn - (910) 984-6769
Design Engineer Representative Name & Phone Number	Trend Construction - Brant Blackburn - (910) 984-6769
Water Tank Capacity (MG)	500K ELE
Initial Contract Amount	\$ 941,050.00
Final Contract Amount	\$ 941,050.00
Project Duration	Date Started: February 2021 Date Completed: September 2021 Time Extensions: None
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
Description of Major Project Components:	
Rehab of a 500K ELE tank with repairs and install of cathodic protection system.	

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Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Frederica Tank Coating Project
Project Location	Owensboro, KY
Contractor's Project Manager	Tristan Stearman
Contractor's Project Superintendent	Juan Flores
Owners Representative & Phone Number	Owensboro Municipal Utilities, KY / Jason Garrett / 270-691-4261
Design Engineer Representative Name & Phone Number	Owensboro Municipal Utilities, KY / Jason Garrett / 270-691-4261
Water Tank Capacity (MG)	1MG ELE
Initial Contract Amount	\$ 366,825.00
Final Contract Amount	\$ 389,560
Project Duration	Date Started: June 2022 Date Completed: September 2022 Time Extensions: No
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
Description of Major Project Components: rehab of 1MG ELE tank with repairs	

#231TB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
PROJECT MANAGER'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Alpharetta Water Tanks Rehabilitation
Project Location	Fulton Co, GA
Contractor's Project Manager	Tristan Stearman
Owners Representative & Phone Number	Brian Jones 404-612-6306
Design Engineer Representative Name & Phone Number	Fulton Co, GA / Brian Jones 404-612-6306
Water Tank Capacity (MG)	1MG GST & 500K GST
Initial Contract Amount	\$808,136.00
Final Contract Amount	\$808,136.00
Project Duration	Date Started: February 2022 Date Completed: September 2022 Time Extensions: None
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
<p>Description of Major Project Components:</p> <p>Rehabilitation of a 1MG GST and 500K GST with repairs and cathodic protection system install.</p>	

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
PROJECT MANAGER'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Frederica Tank Coating Project
Project Location	Owensboro, KY
Contractor's Project Manager	Tristan Stearman
Owners Representative & Phone Number	Owensboro Municipal Utilities, KY / Jason Garrett, 270-691-4261
Design Engineer Representative Name & Phone Number	Owensboro Municipal Utilities, KY / Jason Garrett, 270-691-4261
Water Tank Capacity (MG)	1MG ELE
Initial Contract Amount	\$ 366,825.00
Final Contract Amount	\$ 389,560.00
Project Duration	Date Started: June 2022 Date Completed: September 2022 Time Extensions: No
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
Description of Major Project Components: Rehabilitation of a 1MG ELE tank with repairs	

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Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
PROJECT MANAGER'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Frendall Water Tank Repaint
Project Location	Benton, AR
Contractor's Project Manager	Tristan Stearman
Owners Representative & Phone Number	Taylor White / 501-371-0272
Design Engineer Representative Name & Phone Number	Taylor White / 501-371-0272
Water Tank Capacity (MG)	1MG ELE
Initial Contract Amount	\$640,903.00
Final Contract Amount	\$640,903.00
Project Duration	Date Started: November 2022 Date Completed: February 2023 Time Extensions: No
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
Description of Major Project Components: Rehab of 1MG ELE tank with repairs.	

#231TB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
PROJECT SUPERINTENDENT'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Water Tank Rehab Project
Project Location	Greensboro, AL
Contractor's Project Superintendent	Kevin Queiroz
Owners Representative & Phone Number	Rod Hawkins / 205-951-3838
Design Engineer Representative Name & Phone Number	Rod Hawkins / 205-951-3838
Water Tank Capacity (MG)	500K ELE
Initial Contract Amount	\$360,782.00
Final Contract Amount	\$360,782.00
Project Duration	Date Started: August 2023 Date Completed: November 2023 Time Extensions: Yes
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
Description of Major Project Components:	
Rehab of a 500K ELE tank with repairs and work on CP system.	

END OF SECTION

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
PROJECT SUPERINTENDENT'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Water Storage Tank Reconditioning Project
Project Location	Columbus, GA
Contractor's Project Superintendent	Kevin Queiroz
Owners Representative & Phone Number	Scott Lee 205-999-1031
Design Engineer Representative Name & Phone Number	Scott Lee 205-999-1031
Water Tank Capacity (MG)	500K ELE
Initial Contract Amount	\$ 286,964.00
Final Contract Amount	\$ 286,964.00
Project Duration	Date Started: September 2023 Date Completed: December 2023 Time Extensions: No
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
Description of Major Project Components:	
Rehabilitation of a 500K ELE tank with repairs.	

END OF SECTION

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 9
Special Conditions

STATEMENT OF BIDDER'S QUALIFICATIONS
PROJECT SUPERINTENDENT'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Rehab of Water Storage Facility
Project Location	Hobart, OK
Contractor's Project Superintendent	Kevin Queiroz
Owners Representative & Phone Number	City of Hobart, OK / Ashley Slaughterback / 580-726-3100
Design Engineer Representative Name & Phone Number	City of Hobart, OK / Ashley Slaughterback / 580-726-3100
Water Tank Capacity (MG)	400K ELE
Initial Contract Amount	\$ 412,410.00
Final Contract Amount	\$ 412,410.00
Project Duration	Date Started: January 2023 Date Completed: March 2023 Time Extensions: No
Was Project Completed on Time?	Yes
List Any Permit Violations Due to Contractors Failure to Complete Project on Schedule or Due to Contractor's Failure to Properly Coordinate its Work.	None
Description of Major Project Components: Rehabilitation of a 400K ELE tank.	

END OF SECTION

EXHIBIT C ADDENDA



Date: November 13, 2023

Project Number: #23ITB139950K-DB

Project Title: HEMBREE ROAD WATER TANKS REHABILITATION

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

ADDENDUM NO. 1

RESPONSE TO QUESTION(S) 1

SECTION 4 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package as outlined in Section 1, Instructions to Bidders #3 of the ITB by Tuesday, December 19th, 2023 by 11:00 A.M.

This is to acknowledge receipt of Addendum No.1, 13th day of November, 2023.

Tank Pro, Inc.

Legal Name of Bidder/Proposer



Phillip Stearman

Signature of Authorized Representative

President

Title



Date: December 14th, 2023

Project Number: #23ITB139950K-DB

Project Title: HEMBREE ROAD WATER TANKS REHABILITATION

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

ADDENDUM NO. 2

EXTENSION OF DUE DATE

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package as outlined in Section 1, Instructions to Bidders #3 of the ITB by Thursday, January 11th, 2024 by 11:00 A.M.

This is to acknowledge receipt of Addendum No.2, 14th day of December, 2023

Tank Pro, Inc.

Legal Name of Bidder/Proposer

 Phillip Stearman

Signature of Authorized Representative

President

Title



Date: December 22, 2023

Project Number: #23ITB139950K-DB

Project Title: HEMBREE ROAD WATER TANKS REHABILITATION

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

ADDENDUM NO. 3

**RESPONSE TO QUESTION(S) 3 THRU 20
REVISED BID FORM DATED 12/18/2023
REVISED SECTION 4 - SCOPE OF WORK 12/22/2023**

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package as outlined in Section 1, Instructions to Bidders #3 of the ITB by Thursday, January 11th, 2024 by 11:00 A.M.

This is to acknowledge receipt of Addendum No.3, 22nd day of December, ~~2023~~ 23

Tank Pro, Inc.
Legal Name of Bidder/Proposer

 Phillip Stearman
Signature of Authorized Representative

President
Title



Date: January 8, 2024

Project Number: #23ITB139950K-DB

Project Title: HEMBREE ROAD WATER TANKS REHABILITATION

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

ADDENDUM NO. 4

***EXTEND DUE DATE TO WEDNESDAY, JANUARY 24th, 2024.**

***NOTE - LICENSES ACCEPTABLE FOR OUT OF STATE BUSINESS**

***REVISED - SECTION 01 35 00 UNIQUE REQUIREMENTS, PART 1 – GENERAL, 1.04
EXISTING FACILITY OPERATIONS, A & B**

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package as outlined in Section 1, Instructions to Bidders #3 of the ITB by Wednesday, January 24th, 2024 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 4, 8th day of January, 2024.

Tank Pro, Inc.

Legal Name of Bidder/Proposer

 Phillip Stearman

Signature of Authorized Representative

President

Title



Date: January 22, 2024

Project Number: #23ITB139950K-DB

Project Title: HEMBREE ROAD WATER TANKS REHABILITATION

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

ADDENDUM NO. 5

***EXTEND DUE DATE TO TUESDAY, JANUARY 30th, 2024**

***REVISED BID FORM (01/19/2024)**

***REPLACE - SECTION 01 11 00 SUMMARY OF WORK PART 1 –
GENERAL 1.01 DESCRIPTION 1.02 PROJECT LOCATION**

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package as outlined in Section 1, Instructions to Bidders #3 of the ITB by Tuesday, January 30th, 2024 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 5, 22nd day of January, 2024.

Tank Pro, Inc.

Legal Name of Bidder/Proposer

 Phillip Stearman

Signature of Authorized Representative

President

Title

EXHIBIT D BID FORM

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$1,613,760.00, (One Million Six Hundred Thirteen Thousand Seven Hundred Sixty Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided on the next pages.

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 2
Bid Form

BID FORM**(REVISED 01/19/2024)**

Submitted To: Fulton County Government

Submitted By: Tank Pro, Inc.

For: **#23ITB139950K-DB**
HEMBREE ROAD WATER TANKS REHABILITATION

Submitted on January 30, 2024.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT

\$ 1,613,760.00

(Dollar Amount in Numbers)

One Million Six Hundred Thirteen Thousand Seven Hundred Sixty Dollars

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 2
Bid Form

BASE BID AMOUNT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1.	Hembree Road 1.0 MG Tank Painting and Repairs Include all equipment, materials, labor, demolition, debris removal and appurtenances to complete the work as outlined in the Scope of Work, bid documents and specifications; excluding items listed in Item 2.	1	L.S.	\$537,037.00	\$537,037.00
2.	Hembree Road 1.0 MG Tank Cathodic Protection Include all equipment, materials, labor, demolition, debris removal and appurtenances to complete the work as outlined in the Scope of Work, bid documents and specifications	1	L.S.	\$34,188.00	\$34,188.00
3.	Hembree Road 0.2 MG Tank Painting and Repairs Include all equipment, materials, labor, demolition, debris removal and appurtenances to complete the work as outlined in the Scope of Work, bid documents and specifications; excluding items listed in Item 4.	1	L.S.	\$207,312.00	\$207,312.00
4.	Hembree Road 0.2 MG Tank Cathodic Protection Include all equipment, materials, labor, demolition, debris removal and appurtenances to complete the work as outlined in the Scope of Work, bid documents and specifications	1	L.S.	\$30,223.00	\$30,223.00

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 2
Bid Form

Owner Controlled Contingency					
5.	Materials Testing and Inspection	1	L.S.	\$40,000.00	\$40,000.00
6.	Miscellaneous Metalwork	1	L.S.	\$40,000.00	\$40,000.00
7.	General Owner Controlled Contingency	1	L.S.	\$225,000.00	\$225,000.00
8.	Hembree Road 0.2 MG Tank Structural Repairs	1	L.S.	\$500,000.00	\$500,000.00
	TOTAL BASE BID AMOUNT (lines 1-8)			\$1,613,760.00	\$1,613,760.00

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

five percent of amount bid Dollars

(\$5% of amount bid) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED <u>11/13/2023</u>
ADDENDUM #	<u>2</u>	DATED <u>12/14/2023</u>
ADDENDUM #	<u>3</u>	DATED <u>12/22/2023</u>
ADDENDUM #	<u>4</u>	DATED <u>1/8/2024</u>
ADDENDUM#	<u>5</u>	DATED <u>1/22/2024</u>

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 2
Bid Form

BIDDER: Tank Pro, Inc.

Signed by:  Phillip Stearman
[Type or Print Name]

Title: President

Business Address: 5500 Watermelon Road, Northport, AL 35473

Business Phone: 205-750-0444

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Phillip Stearman, President	5500 Watermelon Rd, Northport, AL 35473

END OF SECTION

**EXHIBIT E
BONDS**

(Bid, Payment & Performance)

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 2

Bid Form

Enclosed is a Bid Bond in the approved form, in the amount of Five (5) Percent of the Bid Amount
Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

#23ITB139950K-DB
Hembree Road Water Tanks Rehabilitation

Section 2
Bid Form


IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 4th day of January, 2024

ATTEST:

Tank Pro, Inc.


PRINCIPAL


(SEAL)

BY 
Phillip Stearns, President

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Phillip Stearns, certify that I am the Secretary of the Corporation named as principal in the within bond; that Phillip Stearns, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.



SECRETARY

(CORPORATE SEAL)

Swiss Re Corporate Solutions America Insurance Corporation
SURETY

(SEAL)

BY 
Jason D. Smith, Attorney-in-Fact

END OF SECTION

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT L. KOLLSMITH, JACQUELINE K. PETERS, SAMANTHA SPILMAN, M. LYNN KIMBLE, TIMOTHY J. FOLEY, JENNIFER LUSE, JASON D. SMITH
 JAMES M. SMITH, DAVID M. OWEN, BRAD BENGTON, LUKAS SCHRODER, AARON COLLINS, LAURI MENEUGH, KURT FELLER, and DORA B. STEVENS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of January, 20 24.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC

PAYMENT BOND

Bond # 2355053

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **#23ITB139950K-DB; HEMBREE ROAD WATER TANKS REHABILITATION**

"Principal:" (Legal Name and Business Address),
called the

[Insert Name of Contractor (hereinafter
"Principal")
Tank Pro, Inc.

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

5500 Watermelon Rd, Northport, AL 35473

"Surety:" (Name and Business Address)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800, Kansas City, MO 64105
duly authorized by the Commissioner of
Insurance of the State of Georgia to
transact surety business in the State of
Georgia.

"Contract:" Agreement between Principal and Owner, dated 1st day of May,
2024, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] \$1,613,760

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or

remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of May 01, 2024.

PRINCIPAL: Tank Pro, Inc.

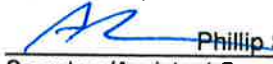


President/Vice President (Sign)

Phillip Stearman, President

President/Vice President (Type or Print)

Attested to by:



Phillip Stearman, Secretary
Secretary/Assistant Secretary (Seal)

SURETY: Swiss Re Corporate Solutions America Insurance Corporation

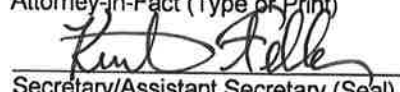
By:



Attorney-in-Fact (Sign)

Jason D. Smith

Attorney-in-Fact (Type or Print)



Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

Bond # 2355053

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **#23ITB139950K-DB; HEMBREE ROAD WATER TANKS REHABILITATION**

"Principal:" (Legal Name and Business Address),

[Insert Name of Contractor (hereinafter called the "Principal")]

Tank Pro, Inc.

5500 Watermelon Rd, Northport, AL 35473

Type of Organization ("X" one):
☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800, Kansas City, MO 64105
 duly authorized by the Commissioner of
 Insurance of the State of Georgia to transact
 surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 1st day of May, 2024,
 regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] \$1,613,760

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the

Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this 1st day of May, 2024.

PRINCIPAL: Tank Pro, Inc.



President/Vice President (Sign)

Phillip Stearman, President

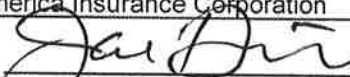
President/Vice President (Type or Print)

Attested to by:



Phillip Stearman, Secretary
Secretary/Assistant Secretary (Seal)

SURETY: Swiss Re Corporate Solutions America Insurance Corporation

By: 

Attorney-in-Fact (Sign)

Jason D. Smith

Attorney-in-Fact (Type or Print)

END OF SECTION

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT L. KOLLSMITH, JACQUELINE K. PETERS, SAMANTHA SPILMAN, M. LYNN KIMBLE, TIMOTHY J. FOLEY, JENNIFER LUSE, JASON D. SMITH
 JAMES M. SMITH, DAVID M. OWEN, BRAD BENGTON, LUKAS SCHRODER, AARON COLLINS, LAURI MENEUGH, KURT FELLER, and DORA B. STEVENS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By

Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20 24.

Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC

**EXHIBIT F
SCOPE OF WORK
&
TECHNICAL SPECIFICATIONS**

SCOPE OF WORK

The Contractor shall provide and furnish all materials, labor, tools, equipment and appurtenances necessary for this Hembree Road Water Tanks Rehabilitation.

The Hembree Road Water Tanks Rehabilitation located at 272 Hembree Road, Roswell, GA, involves interior and exterior abrasive blasting and re-coating with minor repairs. Both tanks will be thoroughly cleaned. A cathodic protection system will be required to be installed on both tanks. Both Hembree Road Water Tanks will require the installation of additional anchorages for personal fall arrest system safety devices at all ladders and openings, and modifications to the catwalks. The fine mesh screen on the ventilation structure shall be replaced on both tanks. Confined space labels will be added to both tanks. Both ladder safety devices will be replaced. The 1.0 MG tank will require a new riser protective grate, replacement of all broken overflow brackets, add additional drain holes added to catwalk where ponding occurs, and replacement of the existing pressure transducer. The broken hinge has been repaired. The 0.2 MG tank will require full attachment of the dome ladder to the tank, seal existing coupling holes in the roof and replace with anchor couplings, replace all anchor nuts (one at a time), install a duckbill flap valve on the drain line, and add additional drain holes added to catwalk where ponding occurs. Only one tank at a time may be drained. The detailed scope of work and technical specifications is outlined in the Division of Work Section 01 10 00, Project Summary and Scope of Work of the Solicitation Document. The Contractor shall adhere to Addenda 1 through 5 of this project.

SECTION 4

REVISED 12/22/2023

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

INDEX

Section	Title
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Division 01 - General Requirements

01 11 00	Summary of Work
01 14 16	Occupancy
01 22 00	Measurement and Payment
01 25 00	Substitutions and Options
01 31 19	Project Meetings
01 32 16	Construction Schedules
01 32 33	Construction Videos and Photographs
01 33 23	Shop Drawings, Product Data and Samples
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01 45 29	Testing Laboratory Services
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01 56 33	Job Site Security
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01 74 00	Cleaning and Waste Management
01 78 36	Warranties and Bonds
01 78 39	Record Documents

Division 09 - Finishes

09 96 29	Painting (Water Storage Tanks)
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Division 13 - Special Construction

13 47 13	Cathodic Protection
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Division 33 – Utilities

33 13 13	Disinfection of Potable Water Facilities Section
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SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to conduct a full blast and recoat, overcoat, or cleaning and inspection as required of the Hembree Road Tanks as outlined below:

1. Hembree Road 1.0 MG Elevated Tank
 - a. Exterior Roof: Abrasive Blast and Recoat
 - b. Exterior Bottom: Abrasive Blast and Recoat
 - c. Exterior Side Wall: Abrasive Blast and Recoat
 - d. Interior Wet: Abrasive Blast and Recoat
 - e. Interior Dry: Abrasive Blast and Recoat
 - f. Provide Cathodic Protection
 - g. Add Anchorage for Personal Fall Arrest System at all Ladders
 - h. Add Additional Drain Holes on Catwalk
 - i. Secure Roof Hatch (broken hinge replaced)
 - j. Install Riser Protective Grate
 - k. Add Confined Space label.
 - l. Fill low spots with epoxy material and level to prevent pooling.
 - m. Repair broken overflow bracket.
 - n. Complete replacement of ladder safety device.
 - o. Replace the existing pressure transducer connection.
2. Hembree Road 0.2 MG Elevated Tank
 - a. Exterior Roof: Abrasive Blast and Recoat
 - b. Exterior Bottom: Abrasive Blast and Recoat
 - c. Exterior Side Wall: Abrasive Blast and Recoat
 - d. Interior Wet: Abrasive Blast and Recoat
 - e. Interior Dry: Abrasive Blast and Recoat
 - f. Provide Cathodic Protection
 - g. Add Anchorage for Personal Fall Arrest System at all Ladders

- h. Add Confined Space label.
 - i. Replace existing roof vent structure and add fine mesh screen to roof vent structure.
 - j. Add lock and safe access to access hatch.
 - k. Secure the dome ladder to the roof of the tank with welded standoffs.
 - l. Close coupling holes on the roof of the tank.
 - m. Replace anchor nuts that show signs of deterioration.
 - n. Add Additional Drain Holes on Catwalk.
 - o. Complete replacement of ladder safety device.
 - p. During the site inspection, it was discovered that the 0.2 MG water tank was leaking. This tank has been taken out of service until an assessment of the condition of the tank can be determined. The Contractor shall begin work on the 1.0 MG water tank during the assessment of the 0.2 MG tank. Depending on the results of the assessment of the tank, the following decision will be made: a. Demolish and remove the 0.2 MG tank from service; b. Repair the leaks in the 0.2 MG tank and proceed with the recoating; or c. Demolish and replace the 0.2 MG tank with a larger tank. The Owner's Contingency will be used if Options a. or b. are chosen. If Option c. is chosen, then another contract will be issued for this work.
- B. Draping of tank exteriors will be required for all tank exterior surface preparation and coating operations. The draping system shall be able to fully protect the surrounding environment and adjoining properties from flying and falling objects caused by the contractor's operation. Any damage caused due to inadequate draping system shall be the sole responsibility of the contractor.
- C. All Work described above shall be performed as specified.

1.02 PROJECT LOCATION

The addresses for the tank sites are:

Hembree Road Tank Site
280 Hembree Road
Roswell, GA 30075

1.03 QUANTITIES

The Owner 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 shall 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 shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 14 16

OCCUPANCY

PART 1 – GENERAL

1.01 PARTIAL OCCUPANCY BY OWNER

- A. Whenever, in the opinion of Construction Manager, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of Construction Manager and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of Contractor, for any section of the Work so put into use shall be performed by Contractor at Contractor's own expense.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 22 00**MEASUREMENT AND PAYMENT****PART 1 – GENERAL****1.01 SCOPE**

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid. Construction Manager will clarify all contradictions.
- B. Required items of work and incidentals necessary for the satisfactory completion of the Work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum bid for the various Bid items. Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, and performing all operations required to complete the Work satisfactorily, in place, as specified.

1.02 DESCRIPTIONS

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- C. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the Work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- D. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by Owner and for performing all operations required to provide to Owner the entire Project, complete in place, as specified and as indicated on the Drawings or Specifications. There are no unit price line items in this contract.
- E. "Products" shall mean materials or equipment permanently incorporated into the Work.
- F. "Provide" shall mean furnish and install.

1.03 CASH ALLOWANCES

A. General

1. Contractor shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by Owner. Contractor's handling costs, labor, overhead, profit and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.
2. No payment will be made for nonproductive time on the part of testing personnel due to Contractor's failure to properly coordinate testing activities with the work schedule or Contractor's problems with maintaining equipment in good working condition. Contractor shall supply testing equipment and provide access for testing and inspection by Owner.
3. No payment shall be provided for services which fail to verify required results.

- B. Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.

C. Documentation

1. Submit copies of the invoices with each periodic payment request from the firm providing the services.
2. Submit results of services provided which verify required results.

D. Schedule of Cash Allowances

1. Materials Testing: Allow the amount provided in the Bid for the services of a testing laboratory to perform tests on existing and applied coating as directed by Construction Manager.
2. Miscellaneous Metalwork: Allow the amount provided in the Bid for the material and labor to perform metalwork that is beyond the scope of welding work if ordered by Construction Manager as described.
3. General Owner Controlled Contingency: Allow the amount provided in the Bid for a General Owner Controlled Contingency. This allowance may be used, as authorized and directed by Owner, to pay the costs of additional work. This work which is not shown or specified and not covered by another item in the Bid, may be required in the event Owner establishes the need for additional work deemed to be necessary for the successful completion of this Contract. This item may also be used to pay for work performed by specialty contractors to complete additional work as directed by Owner.
4. Owner directed allowances shall be pre-approved in writing by the assigned Fulton County Construction Manager. As many as 3 quotes may be

requested by the County on any one of these items. Work performed under Owner directed allowances and not performed by the Prime Contractor or the Prime Contractor's immediate subcontractor can have a 10% markup for administrative costs when billed under this item. Any Work performed under and cost related to The Owner Allowances Section must be pre-approved in writing by the assigned Fulton County Construction Manager. No payment shall be made for work done without preauthorization and approval.

1.04 HEMBREE ROAD TANKS

The lump sum bid for surface preparation and coating the interior and exterior of the tank shall include all cost for painting the interior, exterior, including abrasive blast or pressure wash surface preparation as specified, sediment removal and disposal, disposal of blast residue, application of coatings, protection of the environment, containment for surface preparation, and disinfection of the tank interior. A Cathodic Protection System will also be installed at these tanks. Work also includes the installation of an anchorage for a personal fall protection system at all ladders and the addition of more drain holes of the catwalks on both of the Hembree Road Tanks. The roof hatch shall be secured on the Hembree Road 1.0 MG Tank. Additional work will be required in accordance with the inspection report.

1.05 ADDITIONAL WORK IF ORDERED BY CONSTRUCTION MANAGER

A. Pit Filling

All costs for performing the additional pit filling shall be included the General Owner Controlled Contingency. No payment shall be made for areas beyond which additional pit filling was not specifically directed.

B. Welding

All costs for performing additional welding shall be included in the Miscellaneous Metalwork. The cost for Miscellaneous Metalwork shall include all costs associated with the welding around all sides and grinding of edges sufficient to be coated with the appropriate system. The cost of performing welding repairs done in areas not needing a complete blast and recoat or overcoat, shall include the cost of applying the spot repair coating system.

C. Wall/Floor Caulking

All costs for wall/floor caulking shall include cleaning the affected contact area prior to application of the elastomeric sealant.

1.06 LUMP SUM BID ITEMS:

1. THE MAJORITY OF THIS PROJECT SHALL BE BID AS A "LUMP SUM", unless specified as a separate bid item or as Owner Directed Allowance. Lump sum bid items shall include furnishing all labor, equipment, and materials necessary for construction of the work as described in the specifications and shown on the Drawings or Specifications as indicated in

the Bid Proposal. Alterations to the Construction Contract will be based on negotiated additions or deletions to the Base Contract, and the Bidder shall receive no additional compensation for items covered under this scope. The Contractor shall be paid for actual work performed.

2. The Contractor shall submit to Fulton County for approval a Schedule of Values and a Schedule of Work that breaks down itemized costs associated with the work. The Schedule of Values will be used for completed work verification and payment purposes on the monthly Payment Applications.
3. The Owner shall withhold as retainage 10% of the Payments requested up to 50% of the project's completion. After 50% the Owner may withhold 5% until final completion of the project and all Punch list items are resolved. However, if Contractor performance is not to Owners satisfaction, the 10% retainage may remain until final completion.
4. Owner reserves the right to reject the Contractor's measure of work-in-place which involves the use of established lump sum prices, and at Owner's expense to have the work measured by independent surveyor acceptable to the Contractor.
5. For work items included in the technical specifications and not listed herein, such work shall be considered part of or incidental to its related work.
6. When actual field conditions differ from assumed design conditions and result in a reduction in materials, equipment, and appurtenances to be installed, a negative adjustment will be made to the Contract. If items are provided on the bid form these items will be used for adjustment.
7. The Contractor shall furnish all labor, materials, machinery, equipment, tools, apparatus, services, and other necessary supplies to perform all work shown on the Drawings and/or described in the Specifications and Summary of Work at the price listed in the Bid Form. The Work shall be complete-in-place and ready for operation.
8. Any cost associated with initial testing and startup of new equipment shall be the responsibility of the Contractor.
9. The Contractor shall become familiar with the terms and conditions of the Bidding Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and has fully inspected the site in all particulars informing himself fully regarding all conditions pertaining to the Work site.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 25 00

SUBSTITUTIONS AND OPTIONS

PART 1 – GENERAL

1.01 SCOPE

- A. This Section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

1.02 DEFINITIONS

- A. For the purposes of these Contract Documents, a “substitute item” shall be defined as one of the following:
 - 1. A product or manufacturer offered as a replacement to a specified product or manufacturer.
 - 2. A product or manufacturer offered in addition to a specified product or manufacturer.
- B. For the purposes of these Contract Documents, a “substitute construction method” shall be defined as one of the following:
 - 1. A means, method, technique, sequence or procedure of construction offered as a replacement for a specified means, method, technique, sequence or procedure of construction.
 - 2. A means, method, technique, sequence or procedure of construction offered in addition to a specified means, method, technique, sequence or procedure of construction.

1.03 GENERAL

- A. An item or construction method, which is offered where no specific product, manufacturer, means, method, technique, sequence or procedure of construction is specified or shown on the Drawings, shall not be considered a substitute and shall be at the option of Contractor, subject to the provisions in the Contract Documents for that item or construction method.
- B. For products specified only by a referenced standard, Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless indicated otherwise in the Contract Documents.
- C. If the manufacturer is named on the Drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the Specifications and Drawings are acceptable.
- D. Whenever the Engineer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the list of approved manufacturers in the Specifications. Any Bidder intending to

furnish products of other than the first listed manufacturer, or furnish substitute items, shall

1. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified.
 2. Include in its Bid the cost of all accessory items which may be required by the other listed substitute product,
 3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and
 4. Include the cost of required additional work by Construction Manager, if any, to accommodate the item.
- E. Whenever a product is identified on the Drawings or in the Specifications by reference to manufacturers or vendors names, trade names, catalog numbers, etc., it is intended only to denote the quality standard of product desired and that they do not restrict Bidders to a specific brand, make, manufacturer or specific name. These listings and citations are used only to set forth and convey to Bidders the general style, type, character and quality of product desired. Equivalent products will be acceptable, subject to the substitution provisions of this Section.

1.04 APPROVALS

- A. Approval of a substitution as an acceptable manufacturer by Construction Manager is dependent on determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based and will require no major modifications to structures, electrical systems, control systems or piping systems.

1.05 SUBSTITUTIONS AND OPTIONS

- A. No substitutions will be considered for the manufacturers listed in the Bid Form.
- B. After Notice to Proceed
1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.
 2. Where items are specified by referenced standard or specified as indicated in Article 1.03, Paragraph A. above, such items shall be submitted to Construction Manager for review.
 3. Contractor shall submit shop drawings on the substitute item for Construction Manager's review in accordance with the Section 01 33 23.
- C. Prior to Opening of Bids
1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.02, Paragraph A. above. Such consideration may occur only after the Notice to Proceed.

2. No consideration or approvals will be made for products being offered where the term “equal to” precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 – GENERAL

1.01 SCOPE

- 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 Construction Manager:
 - 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.

1.02 PRECONSTRUCTION CONFERENCE

- A. Construction Manager 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. Owner.
 - 2. Construction Manager.
 - 3. Project Manager.
 - 4. Engineer.
 - 5. Contractor and superintendent.
 - 6. Major subcontractors.
 - 7. Representatives of governmental or regulatory agencies when 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.
 - 5. Adequacy of distribution of Contract Documents.

6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retainage.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

1.03 PROJECT COORDINATION MEETINGS

- A. Project Coordination Meetings may be requested at any time at the discretion of Owner, Construction Manager or Contractor. The party requesting a meeting shall provide the other two parties with as much advance notice as possible as well as a written agenda for such meeting.
- B. Schedule regular monthly meetings as directed by Construction Manager.
- C. Hold called meetings as the progress of the work dictates.
- D. The meetings shall be held at the location indicated by Construction Manager.
- E. Representatives of the following parties are to be in attendance at the meetings:
 1. Construction Manager.
 2. Project Manager.
 3. Engineer.
 2. Contractor and superintendent.
 3. Major subcontractors as pertinent to the agenda.
 4. Owner's representative as appropriate.
 5. Representatives of governmental or other regulatory agencies as appropriate.
- F. The minimum agenda for progress meetings shall consist of the following:
 1. Review and approve minutes of previous meetings.
 2. Review work progress since last meeting.
 3. Note field observations, problems and decisions.
 4. Identify problems which impede planned progress.
 5. Review off-site fabrication problems.

6. Review Contractor's corrective measures and procedures to regain plan schedule.
7. Review submittal schedule, expedite as required to maintain schedule.
8. Maintenance of quality and work standards.
9. Review changes proposed by Owner for their effects on the construction schedule and completion date.
10. Complete other current business.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 32 16**CONSTRUCTION SCHEDULES****PART 1 – GENERAL****1.01 SCOPE**

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

1.02 SUBMITTALS

- A. Overall Project Schedule (OPS)
 - 1. Submit the schedule within 10 days after date of the Notice to Proceed.
 - 2. Construction Manager 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.
- B. Near Term Schedule (NTS)
 - 1. Submit the first Near Term Schedule within 10 days of the Notice to Proceed.
 - 2. Construction Manager will review the schedule and return it within 10 days after receipt.
- C. Submit an update of the OPS and NTS with each progress payment request.
- D. Submit the number of copies required by Contractor plus four copies to be retained by Construction Manager.

1.03 APPROVAL

- A. Approval of Contractor's detailed construction program and revisions thereto shall in no way relieve 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, Contractor's means, methods and ability to carry out the Work.

1.04 OVERALL PROJECT SCHEDULE (OPS)

- A. Contractor shall submit to Owner for approval a detailed Overall Project Schedule of Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart. Primavera P6 shall be used to produce this

Gantt/bar chart. Contractor shall obtain one (1) license for Primavera P6 for the scheduling of this contract during this contract. Fulton County will assign access rights to the Fulton County database upon the Contractor acquiring the required license.

B. Gantt/Bar Chart Schedule

1. 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.
2. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.
3. 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.
4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.
5. 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.
6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
7. The schedule shall show the precedence relationship for each activity.

1.05 NEAR TERM SCHEDULE (NTS)

- A. Contractor shall develop and refine a detailed Near Term Schedule showing the day to day activities with committed completion dates which must be performed during the upcoming 30 day period. The detailed schedule shall represent Contractor's best approach to the Work which must be accomplished to maintain progress consistent with the Overall Project Schedule.
- B. The Near Term Schedule shall be in the form of Gantt/bar chart and shall include a written narrative description of all activities to be performed and describe corrective action to be taken for items that are behind schedule.

1.06 UPDATING

- A. Show all changes occurring since previous submission of the updated schedule.
- B. Indicate progress of each activity and show actual completion dates.
- C. Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:
 1. A description of the overall Project status and comparison to the OPS.

2. Identify activities which are behind schedule and describe corrective action to be taken.
3. A description of changes or revisions to the Project and their effects on the OPS.
4. A description of the Near Term Schedule of the activities to be completed during the next 30 days. The report shall include a description of all activities requiring participation by Construction Manager and/or Owner.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 32 33**CONSTRUCTION VIDEOS AND PHOTOGRAPHS****PART 1 – GENERAL****1.01 SCOPE**

- A. Contractor shall furnish all equipment and labor materials required to provide Owner with digital construction photographs of the Project. Photographs shall be provided on a flash drive.
- B. Photograph and video files shall become the property of Owner and none of the photographs herein shall be published without express permission of Owner.

1.02 PRE AND POST CONSTRUCTION PHOTOGRAPHS

- A. Prior to the beginning of any work, Contractor shall take project photographs of the work area to record existing conditions.
- B. Following completion of the work, photographs shall be taken showing the same areas and features as in the pre-construction photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.
- D. The pre-construction photographs shall be submitted to Construction Manager within 25 calendar days after the date of receipt by Contractor of Notice to Proceed. Post construction photographs shall be provided prior to final acceptance of the project.
- E. Contractor shall provide aerial videos for the pre- and post-construction photography as well as during construction.

1.03 PROGRESS PHOTOGRAPHS AND SUBMITTALS

- A. Progress photograph files shall be provided on flash drives as well as hard copies.
- B. The file name of each photograph shall at a minimum contain the date the photograph was taken. All photographs shall be labeled to indicate date, time taken, and description of work shown.
- C. A minimum of 10 photographs shall be submitted with each request for payment. The view selection will be as agreed to by Construction Manager. One copy of each photograph shall be submitted. Failure to include photographs may be cause for rejection of the payment request.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 33 23**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES****PART 1 – GENERAL****1.01 SCOPE**

- A. Work under this Section includes submittal to Construction Manager of shop drawings, product data and samples required by the various sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each section.
- C. Definitions: Submittals are categorized as follows:
 - 1. Shop Drawings
 - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
 - b. Provide newly prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated.
 - c. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail shop drawings.
 - d. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown.
 - e. Indicate compliance with standards and special coordination requirements.
 - f. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by Construction Manager.
 - g. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, specification section, schedule or room numbers shown on the Contract Drawings.
 - h. Minimum assembly drawings sheet size shall be 22 x 34 inches.
 - i. Minimum detail sheet size shall be 8 1/2 x 11 inches.
 - j. Minimum Scale:
 - i. Assembly Drawings Sheet, Scale: 1 inch = 30 feet.
 - ii. Detail Sheet, Scale: 1/4 inch = 1 foot.

2. Product Data

- a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
- b. Collect required data into one submittal for each unit of work or system and mark each copy to show which choices and options are applicable to the Project.
- c. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.

3. Samples

- a. Samples include both fabricated and unfabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
- b. Provide units identical with final condition of proposed materials or products for the work.
- c. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set.
- d. Provide full set of optional samples where Construction Manager's selection is required. Prepare samples to match Construction Manager's sample where indicated.
- e. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards.
- f. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Construction Manager. Construction Manager will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of Contractor.

4. Miscellaneous submittals related directly to the Work (non-administrative) warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples.

1.02 SPECIFIC CATEGORY REQUIREMENTS

- A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:
1. The date of submittal and the dates of any previous submittals.
 2. The Project title.
 3. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.
 4. The Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 5. Identification of the product, with the Specification section number, permanent equipment tag numbers and applicable Drawing Number.
 6. Field dimensions, clearly identified as such.
 7. Relation to adjacent or critical features of the Work or materials.
 8. Applicable standards, such as ASTM or Federal Specification numbers.
 9. Notification to Construction Manager in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.
 10. Identification of revisions on resubmittals.
 11. An 8 x 3 inch blank space for Contractor and Construction Manager stamps.
 12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
 13. Submittal sheets or drawings showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

1.03 ROUTING OF SUBMITTALS

- A. Submittals and routine correspondence shall be routed as follows:
1. Supplier to Contractor (through representative if applicable)
 2. Contractor to Construction Manager
 3. Construction Manager to Contractor and Owner
 4. Contractor to Supplier

PART 2 – PRODUCTS

2.01 SHOP DRAWINGS

- A. Unless otherwise specifically directed by Construction Manager, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. Submit all shop drawings in the form of six hard copies and one pdf file.
- C. One reproducible for all submittals larger than 11 x 17 inches and no more than three prints of other submittals will be returned to Contractor.

2.02 MANUFACTURER'S LITERATURE

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for Construction Manager's review.
- B. Submit the number of copies which are required to be returned (not to exceed three) plus three copies which will be retained by Construction Manager.

2.03 SAMPLES

- A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically directed by Construction Manager, all samples shall be of the precise article proposed to be furnished.
- C. Submit all samples in the quantity which is required to be returned plus one sample which will be retained by Construction Manager.

2.04 COLORS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to Construction Manager for review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

PART 3 – EXECUTION

3.01 CONTRACTOR'S COORDINATION OF SUBMITTALS

- A. Prior to submittal for Construction Manager's review, Contractor shall use all means necessary to fully coordinate all materials, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 - 2. Coordinate as required with all trades and all public agencies involved.
 - 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
 - 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every copy of the shop drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to Construction Manager without Contractor's stamp will be returned to Contractor for conformance with this requirement.
- C. Owner may back charge Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
- D. **GROUPING OF SUBMITTALS**
 - 1. Unless otherwise specifically permitted by Construction Manager, make all submittals in groups containing all associated items.
 - 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Construction Manager along with Contractor's comments as to compliance, non-compliance or features requiring special attention.
- E. **SCHEDULE OF SUBMITTALS**
 - 1. Within 30 days of Contract award and prior to any shop drawing submittal, Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated.
 - 2. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be Contractor's responsibility and sometime allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

3.02 TIMING OF SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for Construction Manager's review following the receipt of the submittal.

3.03 REVIEWED SHOP DRAWINGS

A. CONSTRUCTION MANAGER REVIEW

- 1. Allow a minimum of 30 days for Construction Manager's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. Construction Manager will advise Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise Construction Manager on each submittal as to whether processing time is critical to progress of the Work and therefore the Work would be expedited if processing time could be foreshortened.
 - 2. Acceptable submittals will be marked "No Exceptions Taken". A minimum of three copies will be retained by Construction Manager for Construction Manager's and Owner's use and the remaining copies will be returned to Contractor.
 - 3. Submittals requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". Contractor may order, fabricate and ship the items included in the submittals, provided the indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of products.
 - 4. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
 - 5. The "Rejected See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, Contractor shall repeat the initial review procedure utilizing acceptable products.
 - 6. Only two copies of items marked "Amend and Resubmit" and "Rejected See Remarks" will be reviewed and marked. One copy will be retained by Construction Manager and the other copy with all remaining unmarked copies will be returned to Contractor for resubmittal.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. Contractor shall maintain at the job site a complete set of shop drawings bearing Construction Manager's stamp.
 - C. Substitutions: In the event Contractor obtains Construction Manager's approval for the use of products other than those which are listed first in the Contract Documents, Contractor shall, at Contractor's own expense and using methods

approved by Construction Manager, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.

- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents.
- E. Construction Manager's review shall not relieve Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site. Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

3.04 RESUBMISSION REQUIREMENTS

A. SHOP DRAWINGS

- 1. Revise initial drawings as required and resubmit as specified for initial submittal with the resubmittal number shown.
- 2. Indicate on drawings all changes which have been made other than those requested by Construction Manager.

- B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal with the resubmittal number shown.

END OF SECTION

SECTION 01 35 00**UNIQUE REQUIREMENTS****PART 1 – GENERAL****1.01 SCOPE**

- A. The scope of this Section is to convey to Contractor unique and unusual stipulations and requirements which have been established for this Project. Some of the stipulations and requirements are a result of negotiations with various entities and organizations which have an interest in this Project. Some requirements are based on technical aspects of the Project which are not otherwise conveyed to Contractor.
- B. The provisions of this Section shall supersede the provisions of the Division 01 through 49 Specifications but shall not supersede the Bidding Requirements, Contract Forms or Conditions of the Contract.

1.02 MILESTONE DATES

- A. Contractor shall be required to complete the following activities by the indicated date or days after the Notice to Proceed:

Consecutive Calendar Days after Notice to Proceed	Milestone Liquidated Damages per Calendar Day
30 Days	Completion of Administrative Period
165 Days	Substantial Completion of All Work \$1,000
180 Days	Final Completion of All Work \$250

- B. Substantial Completion, for the purposes of assessing liquidated damages, shall be defined as the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Construction Manager, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.
- C. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof. At minimum, Substantial Completion shall be defined as all of the following:
1. That degree of completion of the Project’s operating facilities or systems sufficient to provide Owner full time, uninterrupted, continuous operation of the work.
 2. All required functional, performance, and operational or startup testing has been successfully demonstrated for all components, devices, equipment, systems, including instrumentation and controls to the satisfaction of

- Construction Manager in accordance with the requirements of the Specifications.
3. All inspections required have been completed.
- D. Specific items of work that must be completed prior to Construction Manager's issuance of a certificate of Substantial Completion include, but are not limited to, the following:
1. Correcting deficient work items listed by any regulatory agencies.
 2. All submittals must be received and approved by Construction Manager, including, but not necessarily limited to, the following:
 - a. Record documents.
 - b. Factory test reports.
 - c. Equipment and structure test reports.
 - d. Manufacturer's Certificate of Proper Installation.
 - e. Operating and Maintenance information, instructions, manuals, documents, drawings, diagrams, and records.
 - f. Spare parts lists.
 3. All additional warranty or insurance coverage requirements have been provided.
- E. The conditions for Substantial Completion specified in Section 8 00700-81 to 00700-85 shall also be met as a condition of Substantial Completion.

1.03 SUBMITTALS

- A. Sequence Submittal
1. Submit a proposed sequence in accordance with Section 01 33 23 with appropriate times of starting and completion of tasks to Construction Manager for review.
 2. Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the disruption of the operation of the existing facility or streamline the tasks of this Contract. Owner and Construction Manager are not obligated to accept any of these alternatives.

1.04 EXISTING FACILITY OPERATIONS

- A. Facilities may NOT be taken out of service between May 15 and September 15 of any year.
- B. Only one tank may be taken out of service at any time.
- C. Contractor shall coordinate the work with Owner so that the construction will not restrain or hinder the operation of the existing facilities. If, at any time, any portion of the facilities are out of service, Contractor must obtain approval from Owner as to the date, time and length of time that portion of the facilities are out of service.

- D. Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times, established by Owner, when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration.
- E. After having coordinated the work with Owner, Contractor shall prepare a submittal in accordance with Section 01 33 23 to include the time, time limits and methods of each connection or alteration and have the approval of Construction Manager before any work is undertaken on the connections or alterations.
- F. Before any roadway or facilities are blocked off, Owner's approval shall be obtained to coordinate operations for the tanks.
- G. Contractor shall not open or close valves or take any other such actions concerning the operation of existing systems.

1.05 SEQUENCING

- A. General
 - 1. Contractor shall be solely responsible for all construction sequencing.
 - 2. The completion of specific preliminary sequencing tasks indicated will be required prior to any significant work.
- B. Notify Owner at least twenty days prior to taking existing components out of service.

1.06 SEQUENCING CONSTRAINTS

- A. The following construction sequencing constraints are to emphasize critical tasks of the work in this Contract. It is not a complete list of all work to be completed.
 - 1. Owner will drain tank Hembree Road 1.0 MG Tank as far down as gravity will allow.
 - 2. Contractor shall remove remaining water and all sediment from within the tank.
 - 3. Construction Manager will inspect the interior of Hembree Road 1.0 MG Tank to determine if additional repairs are necessary and direct Contractor to proceed with such repairs.
 - 4. Contractor shall perform repairs identified in the inspection noted in Item #3.
 - 5. Contractor shall perform structural modifications as required for installation for the Cathodic Protection System equipment.
 - 6. Contractor shall abrasive blast and paint the interior of Hembree Road 1.0 MG Tank as specified. Construction Manager will inspect the interior of the tank after abrasive blasting and before surface preparation/cleaning and may determine whether to proceed with any alternate coating rehabilitation. Additional repairs will also be determined at this time.

7. The tank will be inspected jointly by Construction Manager and Contractor.
8. Contractor will fill and disinfect the tank and Owner will conduct bacteriological tests.
9. Contractor shall install any Cathodic Protection System, the Ladder Safety Devices, Catwalk Modifications, Roof Hatch Modifications, and / or Riser Protective Grate between the time the coating is removed from the exterior and interior of the tank and the new exterior and interior coating is applied when this items are specified in the reports. Please refer to the Appendix for the reports. The Contractor shall determine the scheduling of the installation of these items. No existing or installed item shall be damaged due to the abrasive blasting or pressure washing. Any item damaged shall be replaced by the Contractor at no cost to the owner.
10. Steps 1-9 will be followed for Hembree Road 0.5 MG Tank.
11. Contractor shall abrasive blast and paint the exterior of Hembree Road 1.0 MG Tank as specified. Construction Manager will inspect the exterior of the tank after abrasive blasting and or pressure washing and before surface preparation/cleaning and may determine whether to proceed with any alternate coating rehabilitation. Additional repairs will also be determined at this time.
12. Contractor shall abrasive blast and paint the exterior of Hembree Road 0.5 MG Tank as specified. Construction Manager will inspect the exterior of the tank after abrasive blasting and or pressure washing and before surface preparation/cleaning and may determine whether to proceed with any alternate coating rehabilitation. Additional repairs will also be determined at this time.

1.07 ADMINISTRATION PERIOD

- A. During the Administration Period, Contractor shall be limited in site access to only the following:
 1. Nondestructive field verification of existing conditions.
 2. Construction of Contractor's temporary field offices.
- B. During the Administration Period, Contractor shall complete, as a minimum, the following:
 1. Issuance of contracts, subcontracts, and purchase orders for all major products and systems.
 2. Complete all submittals, release for manufacture, and schedule delivery for the products or systems referenced above.
 3. Prepare and submit approvable documents required by Section 01 32 16, including OPS and the Schedule of Values.
 4. Install Contractor's temporary field offices complete with all required utilities, internet, network, supplies and furnishings required.
 5. Complete and submit all preconstruction photos, videos, and initial aerial photographs.

- C. The duration of the Administration Period is 30 consecutive calendar days, after which time the Construction Period shall automatically begin. Construction Period may begin prior to the 30 days, provided all requirements of the Administration Period have been completed, submitted and approved by Construction Manager.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 41 00**REGULATORY REQUIREMENTS****PART 1 – GENERAL****1.01 SCOPE**

- A. Permits and Responsibilities: Contractor shall, without additional expense to Owner, be responsible for obtaining all necessary licenses and permits including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work. In addition, City Work Permits, Right of Way Encroachment permits, plumbing permits and similar type permits, and all appropriate licenses are the responsibility of Contractor.
- B. If land disturbance permits, DOT permits, or easements are required, they will be obtained by Owner as part of the design process.
- C. Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- D. 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.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 42 00**CODES AND STANDARDS****PART 1 – GENERAL****1.01 DESCRIPTION**

- 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.
- B. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where 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.
- C. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- D. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- E. 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.
- F. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 STANDARD ORGANIZATIONS**A. PIPING AND VALVES**

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni Bell	PVC Pipe Association

B. MATERIALS

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

C. PAINTING AND SURFACE PREPARATION

NACE	National Association of Corrosion Engineers
SSPC	Steel Structures Painting Council

D. ELECTRICAL AND INSTRUMENTATION

AEIC	Association of Edison Illuminating Companies
AIEE	American Institute of Electrical Engineers
EIA	Electronic Industries Association
ICEA	Insulated Cable Engineers Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	The Instrumentation, Systems, and Automation Society
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
REA	Rural Electrification Administration
TIA	Telecommunications Industries Association
UL	Underwriter's Laboratories
VRCI	Variable Resistive Components Institute

E. ALUMINUM

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association

F. STEEL AND CONCRETE

ACI	American Concrete Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
CRSI	Concrete Reinforcing Steel Institute
NRMA	National Ready Mix Association
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute

G. WELDING

ASME	American Society of Mechanical Engineers
AWS	American Welding Society

H. GOVERNMENT AND TECHNICAL ORGANIZATIONS

AIA	American Institute of Architects
APHA	American Public Health Association
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

I. GENERAL BUILDING CONSTRUCTION

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers

NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

J. ROADWAYS

AREA	American Railway Engineering Association
DOT	Department of Transportation
SSRBC	Standard Specifications for Construction of Transportation Systems, Georgia Department of Transportation

K. PLUMBING

AGA	American Gas Association
NSF	National Sanitation Foundation
PDI	Plumbing Drainage Institute
SPC	SBCC Standard Plumbing Code

L. REFRIGERATION, HEATING, AND AIR CONDITIONING

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

M. EQUIPMENT

AFBMA	Anti Friction Bearing Manufacturers Association, Inc.
AGMA	American Gear Manufacturers Association

ALI	Automotive Lift Institute
CEMA	Conveyor Equipment Manufacturers Association
CMAA	Crane Manufacturers Association of America
DEMA	Diesel Engine Manufacturers Association
MMA	Monorail Manufacturers Association
OPEI	Outdoor Power Equipment Institute, Inc.
PTI	Power Tool Institute, Inc.
RIA	Robotic Industries Association
SAMA	Scientific Apparatus Makers Association

1.03 SYMBOLS

- A. Symbols and material legends shall be as scheduled on the Drawings.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 45 29**TESTING LABORATORY SERVICES****PART 1 – GENERAL****1.01 SCOPE**

- A. This Section includes testing which Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.
- B. This work also includes all testing required by Owner to verify work performed by Contractor is in accordance with the requirements of these Specifications such as concrete strength and slump testing, soil compaction, etc.
- C. This work does not include materials testing, such as testing of pipe, required in various sections of these Specifications to be performed by the manufacturer.
- D. The testing laboratory or laboratories will be selected by Owner. The testing laboratory or laboratories will work for Owner.

1.02 PAYMENT FOR TESTING SERVICES

- A. The cost of testing services required by the Contract to be provided by Contractor will be paid for by Owner through General Owner Controlled Contingency.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by Owner or Construction Manager, shall be paid for by Owner through General Owner Controlled Contingency.
- C. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and will not be paid for by Owner.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by Contractor. Retesting shall be performed by the testing laboratory working for Owner.

1.03 LABORATORY DUTIES

- A. Cooperate with Owner, Construction Manager and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.
 - 1. Comply with specified standards, ASTM, other recognized authorities, and as specified.

2. Ascertain compliance with requirements of the Contract Documents.
- D. Promptly notify Construction Manager and Contractor of irregularity or deficiency of work which are observed during performance of services.
 - E. Promptly submit one copy of inspection and/or test reports to Construction Manager and Contractor with the following information included:
 1. Date issued
 3. Project title and number
 4. Testing laboratory name and address
 5. Name and signature of inspector
 6. Date of inspection or sampling
 7. Record of temperature and weather
 8. Date of test
 9. Identification of product and Specification section
 10. Location of Project
 11. Type of inspection or test
 12. Results of test
 13. Observations regarding compliance with the Contract Documents
 - F. Perform additional services as required.
 - G. The laboratory is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

1.04 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory personnel. Provide access to Work and/or manufacturer's requirements.
- B. Provide to the laboratory, representative samples in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities to:
 1. Provide access to Work to be tested.
 2. Obtain and handle samples at the site.
 3. Facilitate inspections and tests.
 4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.

- E. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or Construction Manager, and shipped to the laboratory by Contractor at Contractor's expense.
- G. Copies of all correspondence between Contractor and testing agencies shall be provided to Construction Manager.

1.05 QUALITY ASSURANCE

- A. Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).

1.06 PRODUCT HANDLING

- A. Promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in the progress of the Work.

1.07 FURNISHING MATERIALS

- A. Contractor shall be responsible for furnishing all materials necessary for testing.

1.08 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for by, Contractor, unless otherwise provided in the Contract Documents.

1.09 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspection or testing performed exclusively for Contractor's convenience shall be the sole responsibility of Contractor.

1.10 SCHEDULES FOR TESTING

A. ESTABLISHING SCHEDULE

1. Contractor shall, by advance discussion with the testing laboratory selected by Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

- B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.
- C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay will be back charged to Contractor and shall not be borne by Owner.

1.11 TAKING SPECIMENS

Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or Construction Manager.

1.12 TRANSPORTING SAMPLES

Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 50 10

TEMPORARY FACILITIES

PART 1 – GENERAL

1.01 SCOPE

- A. Contractor shall provide 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.

1.02 GENERAL

- A. Contractor shall provide first aid facilities, sanitary facilities and potable water. These 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.
- B. Maintenance: Contractor shall 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 Owner.
- C. Removal: Contractor shall remove all such temporary facilities and controls as rapidly as progress of the Work will permit.

1.03 TEMPORARY UTILITIES

- A. GENERAL
 - 1. Contractor to provide and pay all costs for all water, electricity and other utilities required for the performance of the Work.
 - 2. Contractor shall pay all costs for temporary utilities until Project completion.
 - 3. Contractor shall pay all costs for temporary utilities which shall include all power, water and the like necessary for testing equipment as required by the Contract Documents.
- B. Temporary Water: Contractor shall provide all necessary temporary piping, and upon completion of the Work, remove all such temporary piping. Provide and remove water meters.
- C. Contractor shall provide 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.

1.04 FIRST AID FACILITIES

- A. 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 Contractor to Owner and Construction Manager's personnel.

1.05 SANITARY FACILITIES

- A. 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 either chemical toilets or connected to Owner's sanitary sewer system. 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.
- B. Adequacy of these facilities will be subject to Construction Manager's review and maintenance of same must be satisfactory to Construction Manager at all times.

1.06 POTABLE WATER

- A. Contractor shall be responsible for furnishing a supply of potable drinking water for employees, subcontractors, inspectors, engineers, Construction Manager and Owner who are associated with the Work.

1.07 ENCLOSURES AND CONSTRUCTION FACILITIES

- A. Contractor shall furnish, install and maintain for the duration of construction, all required storage, 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.

1.08 PARKING FACILITIES

- A. Parking facilities for Contractor's and Contractor's subcontractors' personnel shall be Contractor's responsibility. The storage and work facilities provided by Owner will not be used for parking by Contractor's or subcontractor's personnel. Onsite parking by the Contractor is acceptable.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 56 33

JOB SITE SECURITY

PART 1 – GENERAL

1.01 BARRICADES, LIGHTS AND SIGNALS

- A. 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.
- B. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, 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.
- C. 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, Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense.
- D. Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by Owner.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 65 00**TRANSPORTATION AND HANDLING****PART 1 – GENERAL****1.01 SCOPE**

- A. Contractor shall provide transportation of all equipment, materials and products furnished under these Contract Documents to the work site. In addition, Contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation and all other work and incidental items necessary or convenient to Contractor for the satisfactory prosecution and completion of the work.
- B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by Contractor at no additional cost to Owner prior to being incorporated into the Work. Contractor shall maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by Owner.

1.02 TRANSPORTATION

- A. All equipment shall be suitably boxed, crated or otherwise protected during transportation.
- B. Where equipment will be installed using existing cranes or hoisting equipment, Contractor shall ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment.
- C. Small items and appurtenances such as gauges, valves, switches, instruments and probes which could be damaged during shipment shall be removed from the equipment prior to shipment, packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.

1.03 HANDLING

- A. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.
- B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed.
- C. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Shafts and operating mechanisms shall not be used as lifting points.
- D. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice.

- E. Under no circumstances shall equipment or products such as pipe, structural steel, castings, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- F. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 66 00**STORAGE AND PROTECTION****PART 1 – GENERAL****1.01 SCOPE**

- A. 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.

1.02 STORAGE AND PROTECTION

- A. Storage
 - 1. Maintain ample way for foot traffic at all times, except as otherwise approved by Construction Manager.
 - 2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to Owner.
 - 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.
 - 6. All coating materials are to be stored in onsite climate-controlled storage units.
- 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 weathertight 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 Construction Manager and at no additional cost to Owner.

- 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.
- E. Unless otherwise permitted in writing by Construction Manager, building products and materials such as cement, grout, plaster, gypsum board, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location.
- F. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.
- G. 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.

1.03 EXTENDED STORAGE

- A. In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, Contractor shall provide satisfactory long-term storage facilities which are acceptable to Construction Manager.
- B. Contractor shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, lubricants and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.
- C. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 74 00**CLEANING AND WASTE MANAGEMENT****PART 1 – GENERAL****1.01 SCOPE**

- A. This Section covers the general cleaning which 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.

1.02 QUALITY ASSURANCE

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

1.03 HAZARDOUS MATERIALS AND WASTES

- A. Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Wastes shall also be disposed of in approved landfills as applicable.
- B. Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

1.04 DISPOSAL OF SURPLUS MATERIALS

- A. Unless otherwise shown on the Drawings, specified or directed, Contractor shall legally dispose of the site all surplus materials and equipment from demolition and shall provide suitable offsite disposal site, or utilize a site designated by Owner.

PART 2 PRODUCTS**2.01 CLEANING MATERIALS AND EQUIPMENT**

- A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.02 COMPATIBILITY

- A. 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 Construction Manager.

PART 3 EXECUTION

3.01 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 weekly and more often if necessary, completely remove all scrap, debris and waste materials 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 materials. Remove all such items to the place designated for their storage.
 - 2. Restack materials stored on site weekly.
 - 3. At all times maintain the site in a neat and orderly condition which meets the approval of Construction Manager.
- 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 Construction Manager, 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.

3.02 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 wastes. Conduct final progress cleaning as described in 3.01 above.
- C. Site: Unless otherwise specifically directed by Construction Manager, hose down all paved areas on the site and all public sidewalks directly adjacent to the site and 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.
 - 2. 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.
 - 3. 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, Construction Manager may require light sandblasting or other cleaning at no additional cost to Owner.
 - 4. 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.
 - 5. Clean all glass inside and outside.
 - 6. Polish all surfaces requiring the routine application of buffed polish. Provide and apply polish as recommended by the manufacturer of the material being polished.
- 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, as directed by Construction Manager.
- F. Restoration of Landscape Damage: Any landscape feature damaged by Contractor shall be restored as nearly as possible to its original condition at Contractor's expense. Construction Manager will decide what method of restoration shall be used.
- G. Timing: Schedule final cleaning as approved by Construction Manager to enable Owner to accept the Project.

3.03 CLEANING DURING OWNER'S OCCUPANCY

Should Owner occupy the Work or any portion thereof prior to its completion by Contractor and acceptance by Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by Construction Manager.

3.04 DISPOSAL OF WASTE

- A. 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.
- B. 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.
- C. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- D. Remove and transport wastes in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Burning: Do not burn waste materials on site.
- F. Wastes removed from the Project site shall be disposed of in sites permitted by the Georgia Environmental Protection Division for the acceptance of types 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.
- G. 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.
- H. No waste shall be placed at a transfer station facility.
- I. Contractor shall maintain records related to all wastes removed from the Project site so as to allow Owner or Construction Manager 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

SECTION 01 78 36**WARRANTIES AND BONDS****PART 1 – GENERAL****1.01 PROJECT MAINTENANCE AND WARRANTY**

- A. Contractor shall maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by Owner.
- B. Contractor shall warrant for a period of one year from the date of Owner's written acceptance of certain segments of the Work and/or Owner'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 Contractor shall promptly make such corrections as may be necessary by reason of such defects. Owner will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, Owner may do so and charge Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. 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 Owner, 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, 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 rewarranted for one year.

- E. Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required, make such repairs and removals and 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 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 Contractor's operations, shall be promptly repaired by Contractor at no cost to Owner.
- G. 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 the owner of the road to make such repairs, Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and/or Specifications, and to hold 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 Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of Contractor's liability within the law of the place of construction.

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 78 39

RECORD DOCUMENTS

PART 1 – GENERAL

1.01 SCOPE

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.
- B. Record documents include, but are not limited to:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Change orders and other modifications to the Contract.
 - 4. Construction Manager field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums.
 - 5. Reviewed shop drawings, product data and samples.
 - 6. Daily work reports.
 - 7. Test records.
- C. Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Storage
 - 1. Contractor shall store documents and samples in Contractor's field office, apart from documents used for construction.
 - 2. Contractor shall provide files and racks for storage of documents.
 - 3. Contractor shall provide locked cabinet or secure storage space for storage of samples.
- B. Contractor shall file documents and samples in accordance with format of these Specifications.
- C. Maintenance
 - 1. Contractor shall maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.
 - 3. Contractor shall maintain at the site for Owner one copy of all record documents.

- D. Contractor shall make documents and samples available at all times for inspection by Construction Manager.
- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.03 QUALITY ASSURANCE

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by Contractor.

1.04 RECORDING

- A. Label each document "Project Record" in neat, large printed letters.
- B. Recording
 - 1. Record information concurrently with construction progress.
 - 2. Do not conceal any work until required information is recorded.
- C. CCTV Files are to be recorded according to Section 1.06 B.

1.05 SPECIFICATIONS

- A. Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.06 SUBMITTAL

- A. At contract closeout, deliver Record Documents to Construction Manager for Owner.
- B. Accompany submittal with transmittal letter containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Signature of Contractor or Contractor's authorized representative.
 - 6. Data Delivery Form (for CCTV data).

PART 2 – MATERIALS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 09 96 29**PAINTING (STEEL TANKS)****PART 1 – GENERAL****1.01 SCOPE**

- A. This section includes, but is not necessarily limited to, standards for cleaning of the surfaces, sediment and blast residue removal, and the painting of structures and equipment described in these Specifications.
- B. Furnish all materials, equipment and labor necessary to complete the work.
- C. The terms "paint" and "coating material" shall be considered synonymous.
- D. 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 and the inside of the pedestal, ladders, pipe, spider rods, stiffeners, rafters, fittings and appurtenances.
- E. Exterior surfaces are defined as all outside areas of the tank, including the struts, rods, balcony, ladders, pipe, fittings and appurtenances.

1.02 SUBSTITUTIONS

All coatings shall be the products of a single manufacturer. No substitutions are allowed.

1.03 SUBMITTALS

- A. Contractor shall submit to Construction Manager, for review, the following information concerning the materials Contractor proposes to use in the work covered by this section:
 - 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 Contractor, 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, and that if properly applied will provide metal protection and a pleasing appearance for five years or longer.
 - 4. A color chart for each product to be applied.

1.04 PROJECT MEETING

- A. Prior to ordering any of the materials covered under this section, Contractor, Construction Manager and paint manufacturer's representative shall attend a progress meeting and review the work to be performed under this section.
- B. See Section 01 31 19 – Project Meeting for meeting requirements.

1.05 QUALITY ASSURANCE

- A. Only those systems and components which are judged acceptable by Construction Manager shall be utilized in the work covered by this item. No materials shall be delivered to the job site until Construction Manager 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 and unopened containers.

1.06 MANUFACTURER'S REPRESENTATIVE DURING PAINTING OPERATIONS

- A. An authorized representative of the coating manufacturer shall be present at the start-up of painting operations.
- B. Such representative shall instruct Contractor's workers on the manufacturer's application recommendations.
- C. Manufacturer's representative shall visit the site periodically to observe their coating being applied. They shall advise Contractor of any detrimental observations and Contractor shall correct and comply with the manufacturer's recommendations.
- D. A final letter from the manufacturer's representative shall be sent to Construction Manager informing him/her of their observations.

1.07 TESTING EQUIPMENT

- A. Contractor shall furnish and make available to Construction Manager the following items of testing equipment for use in determining if the requirements of this Section are being satisfied.
- B. The specified items of equipment shall be available for Construction Manager's use at all times when field painting or surface preparation is in progress:
 - 1. Wet film gauge.
 - 2. Surface thermometer.
 - 3. "Surface Profile Comparator" as published by SSPC (with magnifier and three discs).
 - 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.
 - 9. "Guide and Reference Photographs for Steel Surfaces Prepared by Waterjetting" as published by SSPC (SSPC-VIS 4).

1.08 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 materials 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.
 3. Storage shall also be in accordance with the instructions of the paint manufacturer and the requirements of the insurance underwriters.
 4. Restrict storage area to paint materials and related equipment.
 5. 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.

1.09 MATERIAL SCHEDULES

- A. Material Schedules at the end of this section list prime coats, intermediate coats and, finish coats that comprise a complete and compatible system of surface protection for the particular substrate.
- B. Maintain the unity of these systems, making sure all coats applied to any surface are from the same system and same manufacturer.
- C. Verify with the manufacturer the compatibility of the materials used.

PART 2 – PRODUCTS

2.01 ABRASIVE MATERIAL

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

2.02 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 over-coating times is included by reference as a part of this Section. It is the responsibility of 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.

2. Two-component coatings shall be mixed in accordance with the manufacturer's instructions. All two-component coatings, once mixed, shall be applied within the pot-life recommended by the manufacturer.
 3. 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.
 4. If pit filling is directed, only pit filling products recommended by the coating system manufacturer shall be utilized.
- D. Colors:
1. Owner will select the colors to be used on the various portions of the Work.
 2. Provide manufacturer standard color selection cards for the coatings proposed.
 3. Where more than one coat of paint is required, job tint off-shade the paint for each undercoat to show complete coverage.
 4. The existing tank colors will be the first choice of colors to be used on the tanks. No symbols or letters will be added.

2.03 MIXING AND TINTING

- A. As much as 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.
- C. Contractor shall be solely responsible for the proper conduct of all on-site mixing and/or tinting.

2.04 CAULK AND WEATHERPROOFING

- A. Exterior weatherproofing sealant shall be Dow Corning® Contractors Weatherproofing Sealant or approved equal.
- B. Interior caulking shall be Sika-Flex 1A or approved equal.

PART 3 – EXECUTION

3.01 GENERAL

- A. Protect other surfaces from paint and damage. Furnish sufficient shields and protective equipment to prevent spray or droppings from fouling surfaces not being painted. Provide drapes as necessary to accomplish such. Repair damage as a result of inadequate or unsuitable protection.
- B. Contractor's on-site representative shall keep a record of work performed each day and shall submit it to Construction Manager weekly. The forms for this record will be furnished by Construction Manager.
- C. No coat of paint shall be applied until the surface has been inspected and accepted by Construction Manager. Contractor shall give at least 24 hours' notice to Construction Manager when cleaning is to be performed to prevent inspection delays. Contractor shall provide the necessary access for inspection by Construction Manager.
- D. Caulking:
 1. After completion of the cleaning, seal all backing strips, rafters, lap joints above the high water level. Apply backer rod where necessary.
 2. The caulking material must be approved for use in potable water and compatible with the interior coating material.

3. Application of the caulking material shall be in strict accordance with the manufacturer's recommendations.
- E. Cathodic Protection
 1. All tanks will require the installation of an operating cathodic protection system.
 2. Contractor shall coordinate painting processes and cathodic protection system installation to ensure a smooth and without delays completion of the Work.
 3. Perform all structural modifications to the tanks required for installation prior to cleaning and surface preparations.
 4. After completion of the interior coating process the cathodic protection system Constructor shall install the system, start and test after the tank is refilled.
 5. Provide a cathodic protection test report to Construction Manager for approval.
- F. Overview of different categories of surface preparation and finish operations:
 1. Tank Exterior Blast and Recoat
 - a. Abrasive blast clean surface (to SSPC-SP10 finish and surface profile as specified)
 - b. Apply prime coat
 - c. Apply full intermediate coat
 - d. Apply final coat
 2. Tank Exterior Overcoat
 - a. Spot blast corroded areas (to SSPC-SP10 finish)
 - b. Spot prime newly blasted areas
 - c. Pressure-wash clean tank
 - d. Apply full intermediate coat
 - e. Apply final coat
 3. Tank Interior Blast and Recoat
 - a. Abrasive blast clean surface (to SSPC-SP10 finish and surface profile as specified)
 - c. As directed, spot fill all pits deeper than 1/16 inch or less than ½ the steel Apply prime coat
 - d. Apply stripe coat
 - e. Apply intermediate coat
 - b. Apply thickness. Larger and/or deeper areas shall be replaced with like tank material.
 - f. final coat
 4. Tank Interior Clean and Inspect
 - a. Pressure wash surfaces and remove debris from the tank. Loose material to be removed to the satisfaction of Construction Manager.

3.02 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 and cleaning of the exterior surfaces must be performed during periods of still air or only a slight breeze such that fallout of the dust produced does not drift onto adjacent properties.
- C. Owner reserves the right to temporarily stop Contractor from exterior blasting or painting when, by observation, it is apparent that the wind direction or velocity prevents compliance with the above requirement.
- D. Any clean-up of fall-out on adjacent properties shall be the responsibility of Contractor.
- E. All blast residue from the tank shall be properly disposed of off-site by Contractor, per Section 01 74 00 of these Specifications.
- F. No paint shall be applied upon damp or frosty surfaces or in wet or foggy weather.
- G. 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.
- H. In no cases shall coatings be applied when the surface temperature is within 5 degrees F of dew point.
- I. In no cases shall coating be applied over a damp surface.

3.03 SAFETY

A. General

- 1. Contractor is responsible for the safety of all workers, subcontractors and suppliers performing work on this Project.
 - 2. Contractor shall protect Owner, their agents and the General Public from harm attributable to 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 Owner and their agents.
 - 3. Contractor shall protect the existing structures and environment from damage attributable to Contractor's performance, or non-performance, of the work on this Project.
 - 4. 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 Contractor's responsibility for safety on this Project.
- B. The interior of these tanks may be considered a confined space hazard. Contractor shall confirm to Owner, in writing, prior to the start of the Project that the Contractor has training programs, trained personnel and is otherwise in compliance with CFR 1910.146.

3.04 CONTAINMENT, COLLECTION AND DISPOSAL

- A. Collection and containment of surface preparation debris shall be conducted in accordance with the "Guide for Containing Debris Generated During Paint Removal Operations" (SSPC - Guide 6). Minimum containment system shall be Class 1W for Pressure Washing and 1A for Abrasive Blasting.
- B. The means and methods of containment and collection shall be at the discretion of Contractor subject to the following provisions:
 - 1. Contractor shall provide a tarp, barrier or some other means of containment to prevent the blast debris from coming into contact with the ground.
 - 2. Contractor shall not allow any surface preparation debris to fall, blow or drift onto adjacent properties.

3. 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.

3.05 SURFACE PREPARATION

- A. All surfaces shall be thoroughly clean, dry and free from oil, grease or dust.
- B. All fabricated metal products shall have all weld flux and weld splatter removed, and sharp peaks in welds ground smooth.
- C. Dry Blast Method
 1. All paint, dirt, rust and foreign materials shall be removed by abrasive blasting using the dry blast method to a near white finish (SSPC-SP-10).
 2. Standards for the surface preparation of ferrous metals required in the Material Schedules are the standards of SSPC - The Society for Protective Coatings.
 3. 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.
 4. The exterior of the tank shall be spot, abrasive blast cleaned where the coating has failed and the metal and rust is showing.
 - a. The blasted areas shall extend to the outer limits of the rusted area but is not intended to remove well bonded adjacent paint.
 - b. All dirt, rust and foreign material shall be removed by abrasive blasting using the dry blast method to a near white finish (SSPC-SP-10).
 - c. Care shall be taken to blast clean all pits, welds and other rough surfaces so the rough surfaces do not cause a "shadow" effect.
 - d. After these areas are cleaned and primed, the remaining exterior surface shall be pressure wash cleaned.
- D. Pressure Wash Method
 1. Pressure Washing
 - a. Pressure washing shall be performed with a pump capable of producing 3,000 psi at the nozzle.
 - b. Washing will be performed to remove all dirt, chalked paint, loose paint, mildew or other foreign materials leaving only clean, tight-adhering paint. (NACE No. 5/SSPC-SP 12)
 - c. The initial wash water shall have a fungicide added and may have detergents added.
 - d. A rinse wash shall be used to remove all residue of the detergents.
- E. All surface preparation and cleaning shall be performed in accordance with AWWA D102, the standards and guidelines of SSPC - The Society for Protective Coatings, and as specified in this Section.
- F. All cleaning shall be done in accordance with OSHA regulations.
- G. The work shall be done from scaffolding or platforms of Contractor's selection, but in no event shall blasting be done from an untethered boson chair that allows the operator to be pushed away from the work surface by the reaction force of the nozzle. This requirement applies to all horizontal and diagonal rods in the tank structure as well as heavier sections and plate surfaces.
- H. Inspection
 1. Cleaned surfaces shall be inspected by Construction Manager prior to primer application.

2. Abrasive blast cleaned surfaces shall be inspected 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.

3.06 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 done in accordance with AWWA D102 and as specified herein.
3. The application of paint shall be in strict accordance with the printed instructions of the paint manufacturer.
4. Paint shall be evenly spread in the proper thickness so that there shall be no drips, runs or saggings of the coating.
5. A uniform coating shall be worked around all irregularities.
6. If runs and drips do occur, they shall be removed and the surface re-coated to the satisfaction of Construction Manager prior to application of the next coat.
7. As the painter makes its "drops", all overspray that may have settled on the surfaces, especially weld seams, shall be swept or blown off.
8. All overspray, heavy drips or sags shall be removed. All coating applied on top of overspray shall be removed and the area repainted.
9. Sufficient time, as directed by the manufacturer, shall be allowed for the paint to dry before the application of succeeding coats.
10. Colors shall be chosen by Owner. Each coat shall be tinted to facilitate positive identification of areas receiving subsequent coats.

B. Interior

1. Field Prime Coats (for field blasted tanks)
 - a. After completion of the surface preparation and cleaning, all surfaces shall receive a complete prime coat.
 - b. All areas cleaned within one day shall be primed the same day.
 - c. Immediately before priming, the metal shall be cleaned of dust and foreign materials.
 - d. Air used to blow-off dust shall be dry and free of oil.
 - e. Air shall be cleared after blasting operations have stopped and before priming begins.
 - f. Construction Manager will make determination on when priming can begin.
 - g. The prime coat shall be applied by brush, roller or airless spray.
2. Spot Repair Coats (for spot repairs when blast and recoating is not performed)
 - a. After completion of the surface preparation and cleaning all bare surfaces including welds, edges and abraded areas shall receive a repair coat.
 - b. All areas cleaned within one day shall be coated the same day.
 - c. Immediately before coating, the metal shall be cleaned of dust and foreign materials.
 - d. Air used to blow-off dust shall be dry and free of oil.
 - e. The coat shall be applied by brush or roller.

3. Interior Stripe Coat:
 - a. After completion of the prime coat, all interior weld seams, including attachment welds, shall receive an intermediate stripe coat applied by brush.
 - b. 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.
 - c. Coating shall cover the weld and adjacent metal a minimum of 2-inches each side of the weld.
 4. 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.
 5. 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.
 6. Ventilation:
 - a. Contractor shall provide adequate forced ventilation sufficient to change the air within the tanks at the minimum rate of 3,000 cfm.
 - b. The blower or blowers shall be placed so as to introduce air at the top and withdraw from the bottom.
 - c. The ventilation system shall operate continuously.
- C. Exterior
1. Spot Prime Coats (for overcoating)
 - a. After completion of the surface preparation and cleaning of the corroded areas, all such areas shall receive a spot prime coat.
 - b. All areas cleaned within one day shall be primed the same day.
 - c. Immediately before priming, the metal shall be cleaned of dust and foreign materials.
 - d. Air used to blow-off dust shall be dry and free of oil.
 - e. The spot prime coat shall be applied by brush, roller or airless spray.
 2. Field Prime Coats (for field blasted tanks)
 - a. After completion of the surface preparation and cleaning, all surfaces shall receive a complete prime coat.
 - b. All areas cleaned within one day shall be primed the same day.
 - c. Immediately before priming, the metal shall be cleaned of dust and foreign materials.
 - d. Air used to blow-off dust shall be dry and free of oil.
 - e. The prime coat shall be applied by brush, roller or airless spray.
 3. Intermediate Coats: After completion of the spot prime coat or pressure wash surface preparation as indicated, all surfaces shall receive the specified intermediate coat(s). The intermediate coats 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 with a wet film gauge.

2. When thoroughly cured, dry film thickness readings shall be made in accordance with SSPC-PA 2.
 - a. Where the prime coat is found to be deficient and finish coating is of a different formulation, additional prime coats shall be applied at no additional cost to Owner.
 - b. 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 prior to acceptance and if found to be less than specified, additional finish coats shall be applied at no additional costs to Owner to obtain the specified thickness.
 4. After the coating has been applied, the interior and exterior coated surfaces shall be tested in the presence of Construction Manager with an approved 60 volt low current wet sponge type holiday detector.
 - a. Any thin areas, defects, flaws and holidays in the coating shall be immediately repaired.
 5. Contractor shall provide the necessary equipment for making the above tests.
- E. Defective Work: Remove and replace, at the direction of Construction Manager, any painting work found to be defective or applied under adverse conditions.

3.08 AINTENANCE MATERIALS

- A. Paint: Furnish Owner at least five gallons of each type 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.
- B. Hardware: Replace all hardware at manways and hatches with new material, as well as new gaskets at each location. Install anti-seize on bolt threads.

3.09 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.

3.10 EXISTING WIRING

The Contractor shall maintain in satisfactory working conditions all coaxial and all other cables and wiring used for communication or other purposes. Any damage to cables or wiring shall be repaired / replaced at the County's discretion and at Contractor's cost. Contractor to verify that all cables and wiring are functional prior to the abrasive blasting of the surface.

MATERIAL SCHEDULES

Steel Tank Exterior Coating Inorganic Zinc Epoxy Polyurethane			
Prime Coat (DFT = 2.5-3.5 mils)	Intermediate Coat (DFT = 3.0-4.0 mils)	Finish Coat (DFT = 2.0-3.0 mils)	Total System DFT
Tnemec Series 91H2O or 94H2O	Tnemec Series N69	Tnemec Series 1094	7.5 to 10.5 mils
Sherwin Williams Corothane GalvaPac	Sherwin Williams Macropoxy 646	Sherwin Williams Hi-Solids Polyurethane	
Induron Ceramaprime	Induron Perma Clean 2 Epoxy	Induron PermaGloss Fluorourethane	

Steel Tank Interior Coating Amine Cured Epoxy			
Prime Coat (DFT = 3 to 5 mils)	Intermediate Coat (DFT = 4 to 6 mils)	Finish Coat (DFT = 5 to 7 mils)	Total System DF
Tnemec Series N140	Tnemec Series 21	Tnemec Series 21	12 to 18 mills
Sherwin Williams Sherplate 600	Sherwin Williams Sherplate 600	Sherwin Williams Sherplate 600	
Induron Ceramaprime	Induron PE-70	Induron TL-70 (minimum 10 mils DFT)	

END OF SECTION

SECTION 13 47 13**CATHODIC PROTECTION****PART 1 – GENERAL****1.01 SCOPE**

- A. The cathodic protection system design/install Constructor shall provide all engineering services, materials, equipment, labor, and supervision for the installation of an automatically controlled impressed current cathodic protection system to provide corrosion control for the interior submerged surface of the specified tanks.
- B. All work furnished shall be in accordance with A.W.W.A. Standard D104, ANSI/NSF 61 and features included in this Specification.

1.02 DESIGN

- A. All engineering services shall be provided by a corrosion specialist who is accredited by the National Association of Corrosion Engineers International as a Senior Corrosion Technologist, Corrosion Specialist or Cathodic Protection Specialist.
- B. The system shall be designed by a Corrosion Specialist with experience in cathodic protection for water storage tanks. The Corrosion Specialist shall design the system to provide effective corrosion control in accordance with criteria for protection.
- C. The criteria for protection shall be based on a tank-to-water potential, IR drop free, within a range of -0.850 volts to -1.050 volts relative to a stationary copper-copper sulfate reference electrode. This potential shall be measured free of the effect of voltage gradients (IR drops).
- D. The Corrosion Specialist shall also base system capacity and performance on:
 - 1. Total submerged surface area of the tank. *(includes area up to high water line within tank bowl and wet risers in elevated tanks which are 30" in diameter or larger)*
 - 2. Type of coating and condition of coating.
 - 3. Total bare surface area to be protected will be a minimum of 25% of total surface area.
 - 4. Minimum current density of 0.5 MA/ft.² bare surface area.
 - 5. Chemical analysis of water including resistivity expressed in ohm-cm.
 - 6. Susceptibility of tank to icing conditions.
 - 7. Minimum anode design life of twenty (20) years.
 - 8. Selection, dimensions, and layout of system components specified in Article 2.02 of this specification.

PART 2 – PRODUCTS**2.01 MANUFACTURERS**

- A. Cathodic Protection System manufacturers:

1. CorrPro Waterworks
2. Corr Tech Inc.
3. Farwest Corrosion Control Company
4. Substitutions: See Section 01 25 00 - Substitutions and Options of these Specifications.

2.02 CATHODIC PROTECTION SYSTEM COMPONENTS

- A. Provide a design that complies with recommendations of NACE SP0177 - Mitigation of Alternating Current and Lightning Effects on Metallic Structures and Corrosion Control Systems 2014.

B. Rectifier

The rectifier unit shall perform in accordance with ANSI/AWWA Standard D104 and shall include:

1. Transformer.
2. Silicon rectifying elements.
3. Circuit breaker(s).
4. Lighting, surge, and overload protection.
5. Provision for air-cooling operation.
6. Digital voltmeter(s), ammeter(s) and potential meter(s).
7. Weatherproof cabinet shall be stainless steel in accordance with NEMA 4X requirements.
8. Provision to vary current output from 0% to 100% of rated capacity.
9. Provisions for mounting, grounding, and locking.
10. Provision for 110-120 volt, 60 Hz, single phase A.C. power.
11. D.C. output capacity in volts and amperes in accordance with Paragraph 1.02 Design.
12. Number of circuits in accordance with Acritical 1.02 of this Specification.
13. Automatic controller shall adjust current output to compensate for changes in water level, temperature of water, water chemistry, and cathodic polarization, and shall include the following provisions:
 - a. Utilize reference electrode(s) installed within the tank.
 - b. Monitor the tank-to-water potential, free of IR drop.
 - c. Automatically adjust the tank-to-water potential, free of IR drop, to a preset value.
 - d. Operate within 25MV of preset value.
 - e. Limit current to a preset value.
 - f. Utilize digital potential meter(s) to display tank-to-water potential, free of IR drop.

C. Reference Electrodes

1. The permanent reference electrode shall consist of a copper-copper sulfate electrode which is manufactured to remain stable (plus or minus 10MV) for minimum of twenty (20) years.
2. The reference electrode to lead wire connection shall be encapsulated to prevent water migration. The stationary reference electrode shall be positioned within the tank to provide the most representative measurements for the submerged surface area(s).

D. Vertical Anode Suspension System

1. The anode suspension system shall be in accordance with ANSI/AWWA Standard D104, Section 4.2.4.2.2 Type C, Vertical System.
2. The anode lead wire for vertical suspension shall be attached to a porcelain insulator bracket bolted to the interior of the tank roof.
3. Handhole assemblies used for the installation of vertical anode suspension systems from the roof of the tank shall consist of a 6" diameter stainless steel cover, rubber gasket, and a stainless steel bar with a stainless steel bolt assembly for each 5" diameter access opening.

E. Anode Materials

1. The anode materials shall be selected in accordance with Article 1.02 of this Specification.
 - a. Minimum .062" diameter titanium with a mixed metal oxide coating.
 - b. Minimum .062" diameter platinized niobium with 25 micro-inches of platinum.
2. All anode to header cable connections shall be sealed to prevent water migration.

F. Wiring

1. All wiring within the tank shall be insulated to prevent copper conductor to water contact.
2. All wiring on the exterior of the tank shall be insulated and run in rigid conduit.
3. Anode Lead Wire: Solid copper conductor, 12 AWG, Type TW insulation.
4. Field Wiring: Stranded copper conductor, 12 AWG Type TW insulation.
5. Conduit: Rigid galvanized steel.
6. Contractor shall provide cables and conduits from the rectifier to a power source as determined by Owner.

G. Hardware

1. All hardware used in conjunction with the system shall be protected against corrosion.

H. Material Classification

1. All materials in contact with the water or exposed to the interior of the tank shall be classified in accordance with ANSI/NSF 61 "Drinking Water System Components".
2. This requirement shall be met under testing conducted by a product certification organization accredited for this purpose by the American National Standards Institute.
3. Contractor shall submit copy of company registration and materials certificate to Construction Manager verifying ANSI/NSF 61 system components classification

2.03 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data, and Samples of these Specifications for submittal procedures.
- B. Designer qualifications
- C. The cathodic protection system Constructor shall submit the following information to Construction Manager for approval.
 - 1. Drawings showing system design/configuration.
 - 2. Description of system components.
 - 3. Copy of ANSI/NSF 61 classification for all system components located within the tank.
 - 4. Design calculations for required voltage, amperage & life expectancy.
- D. Project record documents.
- E. Operation Data: Include periodic test procedures.

PART 3 – EXECUTION

3.01 QUALIFICATIONS

- A. The cathodic protection system Constructor shall have a minimum of five (5) years' experience designing, installing and servicing the types of system described in this Specification.
- B. The system shall be installed by personnel specifically trained by the cathodic protection system Constructor to provide all workmanship required for corrosion control performance.
- C. All personnel shall be subject to Federal Substance Abuse and Testing Regulations.
- D. Designer shall be a corrosion engineer experienced in design of this type of work, or under the direct supervision of such. Designer shall be certified by National Association of Corrosion Engineers and licensed in the State of Georgia. Submit proof of designer certification.

3.02 PERFORMANCE

- A. All work shall be in accordance with the following requirements:
 - 1. Components of the cathodic protection system shall be installed in the manner and at the locations as shown on the design drawings prepared by the Corrosion Specialist.
 - 2. Welding, cutting, and coating shall be in accordance with AWWA Standards D100, D102 & D105
 - 3. Welding of rectifier hardware shall be performed prior to coating the tank.
 - 4. The cutting of 5" diameter access openings for vertical anode suspension shall be performed prior to coating.
 - 5. The cathodic protection system Constructor shall furnish drawings and materials to Contractor and Construction Manager prior to coating.

6. Verification of electrical continuity of all sections of bolted or riveted tanks shall be the responsibility of Contractor.
7. Materials and equipment shall be inspected prior to installation. Any defective components shall be repaired or replaced at no additional cost to Owner.
8. Electrical work shall be in accordance with the National Electrical Code.
9. Lead wires shall be installed to prevent damage from abrasion.
10. Electrical connections within the tank shall be sealed to prevent water migration.
11. The rectifier shall be mounted at a convenient height (eye level) above grade for monitoring and service purposes.
12. A.C. power source to the rectifier shall be furnished by Owner.
13. Disinfection of the tank shall be the responsibility of Contractor.
14. Work provided by the cathodic protection system Constructor shall be completed in a clean and safe manner.

3.03 COORDINATION

- A. Contractor shall coordinate painting processes and cathodic protection system installation to ensure a smooth and delay free completion of the Work.

3.04 SYSTEM ENERGIZING

- A. After the system is installed and the tank is filled, the cathodic protection system Constructor shall provide start-up service which shall include energizing, testing, and adjusting the system for optimum performance of the cathodic protection system.
- B. This start-up service shall be performed in accordance with ANSI/AWWA D104 Section 5.2 Testing.
- C. This start-up service shall be coordinated with Construction Manager.
- D. All tank-to-water potential measurements shall be conducted with a calibrated portable copper- copper sulfate reference electrode and a portable high impedance voltmeter.
- E. A minimum of five (5) locations shall be measured. All test data shall be reviewed and evaluated by the Corrosion Specialist.
- F. The final test and adjustment of the system shall be conducted approximately twelve (12) months after the start-up service.
- G. In addition to the start-up service, "as-built" drawings and an Owner's Maintenance Manual shall be submitted to Construction Manager.

3.05 MONITORING

- A. The cathodic protection system Constructor shall furnish self-addressed report cards to be completed by Owner.
- B. Report cards received by the cathodic protection Constructor during the guarantee and service period(s) shall be evaluated for system performance.

3.06 GUARANTEE

- A. All workmanship, equipment, and materials furnished by the cathodic protection system Constructor shall be guaranteed for one (1) year.

3.07 SERVICE AGREEMENT

- A. At the conclusion of the warranty period, the cathodic protection system Constructor shall furnish a service agreement to Owner for the type of system installed.
- B. The agreement shall include the annual service rate and a complete description of the scope of work proposed. The agreement for annual inspection and potential testing shall be in accordance with AWWA D104, Appendix C and include as a minimum:
 - 1. One (1) annual job site visit.
 - 2. Tank-to-water potential measurements conducted at representative locations within the tank. A minimum of five (5) locations shall be measured.
 - 3. Measurements shall be conducted with a portable high impedance voltmeter and a calibrated copper-copper sulfate reference electrode.
 - 4. Adjustments for optimum corrosion control shall be in accordance with criteria for protection.

5. Data recorded shall provide sufficient information to evaluate the performance for the system relating to criteria for protection.
6. In the event additional work is required, the cathodic protection system Constructor shall submit a report with recommendations for optimizing corrosion control.

END OF SECTION

SECTION 33 13 13

DISINFECTION OF POTABLE WATER FACILITIES

PART 1 – GENERAL

1.01 SUMMARY

- A. The work covered by this section includes furnishing all labor, equipment, materials and chemicals required to disinfect all potable water facilities in accordance with the procedures specified herein.
- B. Upon completion of the construction and installation of equipment, Contractor shall sterilize all distribution system piping and storage tanks and any surfaces that will be in contact with potable water.

1.02 STANDARDS

Procedures for disinfecting water mains and water storage facilities, unless otherwise modified herein, shall conform to the requirements of AWWA Standards C651, C652, C653 and C654.

PART 2 – PRODUCTS

2.01 DISINFECTION AGENT

The disinfection agent shall be free chlorine or chlorine compounds. The method of application and type of disinfecting agent shall both be acceptable to Construction Manager.

PART 3 – EXECUTION

3.01 DISINFECTION PROCEDURE

- A. Prior to disinfection, all surfaces shall be thoroughly flushed with clean water after all debris and dirt has been removed.
- B. Disinfection shall be accomplished by the application of clean water containing a minimum of 50 parts per million (ppm) of available chlorine.
- C. The chlorine bearing water shall remain in contact with the surfaces being sterilized for a period of not less than 24 hours. At the end of the contact period the chlorine residual in all units and at extremities of pipe lines and other representative points shall be at least 25 ppm.
- D. Upon completion of the disinfection procedure, reduce the chlorine residual of disinfection water to levels required for discharge per requirements of federal, state and local regulatory agencies.

1. Treat water with sulfur dioxide or other reducing chemicals to neutralize chlorine residual.
 2. All units and piping shall be flushed with potable water until the chlorine residual remaining is one part per million or less and the replacement water throughout the units, upon suitable bacteriological tests, has proved to be of acceptable quality and in conformance with Georgia Environmental Protection Division for municipal water supplies.
 3. This satisfactory quality of water shall continue for two full days as demonstrated by laboratory examination of samples taken from a tap located and installed in such a way as to prevent outside contamination.
- E. No portion of new work shall be placed in service until disinfection has been completed and approved by Construction Manager. Should the initial treatment fail to result in acceptable water, the chlorination procedure shall be repeated until satisfactory results are obtained at no additional cost to Owner.

END OF SECTION

**EXHIBIT G
EXHIBITS**

(See Section 10 of Solicitation Document)

EXHIBIT H

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION 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 engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Tank Pro, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

128307

EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Phillip Stearman

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 30th day of January, 2024Notary Public: Angela WhitsonCounty: TuscaloosaCommission Expires: March 08, 2025

ANGELA WHITSON
Notary Public, State of Alabama
Alabama State At Large

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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 services³ under a contract with [insert name of prime contractor] TANK PLO, INC. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2370607
EEV/Basic Pilot Program* User Identification Number

COMMISSION SERVICES
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

MEMBER
Title of Authorized Officer or Agent of Subcontractor

MATTHEW COLQUITT
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 29 day of January, 2024

Notary Public: Kayla Analih Maldonado

County: Dona Ana

Commission Expires: 4-3-27

STATE OF NEW MEXICO
NOTARY PUBLIC
KAYLA ANALIH MALDONADO
COMMISSION # 1140058
COMMISSION EXPIRES: 04-03-2027

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603]


FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: Tank Pro, Inc.

Utility Contractor's Name: Tank Pro, Inc.

Expiration Date of License: July 31, 2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:  Phillip Stearman, President

Date: January 30, 2024

Per addenda issued, Tank Pro is attaching a copy of their Alabama Contractor Licence which reflects their status to bid on Municipal Utility projects.

(ATTACH COPY OF LICENSE)

STATE OF ALABAMA

BID LIMIT: **U** **UNLIMITED** LICENSE NO.: **21899** TYPE: **RENEWAL**
AMOUNT:



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

TANK PRO INC

NORTHPORT, AL 35473

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: PAINTING, EV-S: ABATEMENT, HS-S: TANK PAINTING, MU-S: TANKS

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

196114

30th day of **June, 2023**
SECRETARY-TREASURER

CHAIRMAN

Michael B. Tew

Charles A. Carter, Jr.

N/A

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION (Not Applicable)**

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Tank Pro, Inc.

Performing work as: Prime Contractor ☒ Sub-Contractor ☐

Professional License Type: Alabama General Contractor License

Professional License Number: 21899

Expiration Date of License: July 31, 2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:  Phillip Stearman, President

Date: January 30, 2024

Attached is a copy of Tank Pro's Alabama General Contractor License as well as a copy of Tank Pro's Certificate of Authority to Transact Business.

(ATTACH COPY OF LICENSE)

STATE OF ALABAMA



BID LIMIT: **U** LICENSE NO.: **21899**
AMOUNT: **UNLIMITED** TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

TANK PRO INC

NORTHPORT, AL 35473

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: PAINTING, EV-S: ABATEMENT, HS-S: TANK PAINTING, MU-S: TANKS

until **July 31, 2024** when this Certificate expires.
Witness our hands and seal of the Board, dated Montgomery, Ala.,

196114

30th day of **June, 2023**

SECRETARY-TREASURER

CHAIRMAN

Michael B. Ten

Charles A. Code- Jr.

Secretary of State

Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr., Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9824693
EFFECTIVE DATE: 06/26/1998
JURISDICTION : NORTH CAROLINA
REFERENCE : 0048
PRINT DATE : 07/01/1998
FORM NUMBER : 316

JO JONES
C/O C T CORPORATION
1201 PEACHTREE STREET NE
ATLANTA GA 30361

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

TANK PRO, INC.
A FOREIGN PROFIT CORPORATION

has been duly incorporated under the laws of the jurisdiction set forth above and has filed an application meeting the requirements of Georgia law to transact business as a foreign corporation in this state.

WHEREFORE, by the authority vested in me as Corporation Commissioner, the above named corporation is hereby granted, on the effective date stated above, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE



FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Phillip Stearman (President/Secretary of Tank Pro, Inc.)
5500 Watermelon Road
Northport, AL 35473

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Tank Pro has been in business for over 30 years and blasts, paints, repairs and maintains water storage tanks.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Tank Pro has no employees, agents or representatives that have had a business relationship, received revenues or will receive revenues from Fulton County.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
Circle One: YES ☒ NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
Circle One: YES ☒ NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
Circle One: YES ☒ NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
Circle One: YES ☒ NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
Circle One: YES ☒ NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
Circle One: YES ☒ NO
5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?
Circle One: YES ☒ NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 30th day of January, 2024

Tank Pro, Inc. January 30, 2024
(Legal Name of Proponent) (Date)

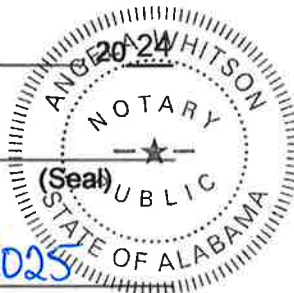
Phillip Stearman January 30, 2024
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 30th day of January

Angela Whitson
(Notary Public)



Commission Expires March 08, 2025
(Date)

ANGELA WHITSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
March 08, 2025

EXHIBIT I
OFFICE OF CONTRACT COMPLIANCE FORMS

Hembree Road Water Tanks Rehabilitation**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We (Phillip Stearman),
Name

President

Tank Pro, Inc.

Title

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Phillip Stearman TITLE: President

SIGNATURE: 

ADDRESS: 5500 Watermelon Road, Northport, AL 35473

PHONE NUMBER: 205-750-0444 EMAIL: phillip@tankproinc.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Tank Pro, Inc.

ITB/RFP Name & Number: #23ITB139950K-DB Hembree Road Water Tanks Rehabilitation

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** ☒ Is ☐ a minority or female owned and controlled business enterprise. ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); ☐ Small Business (SBE); ☐ Service Disable Veteran (SDVBE) ☐ Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.

☒ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ 1,607,905.00 Or 99 %

2. This information below must be completed and submitted with the bid/proposal if a joint venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: **N/A**

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. (COMPLETE Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$) 0**Total Percentage of Certified Subcontractors: (%)** 0

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Phillip Stearman** **Title:** President

Business or Corporate Name: Tank Pro, Inc.

Address: 5500 Watermelon Road, Northport, AL 35473

Telephone: (205) 750-0444

Fax Number: (205) 750-0464

Email Address: phillip@tankproinc.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE
OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantaged Business Enterprise

[illegible]

[illegible]

[illegible]

Printed Signature: Phillip Stearman
Phillip Stearman, President

EXHIBIT J
RISK MANAGEMENT INSURANCE PROVISIONS FORMS

Consultant/Contractor obligation to indemnify and hold harmless, as set forth herein above, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.


PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Tank Pro, Inc. SIGNATURE: 

NAME: Phillip Stearman TITLE: President

DATE: January 30, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TrueNorth 500 1st St SE Cedar Rapids IA 52401	CONTACT NAME: TrueNorth Risk Management PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 877-810-6374 E-MAIL ADDRESS: certs@truenorthcompanies.com														
INSURED Tank Pro, Inc. 5500 Watermelon Rd Northport AL 35473-5177	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Employers Mutual Casualty Company</td> <td style="text-align: center;">21415</td> </tr> <tr> <td>INSURER B: Admiral Insurance Company</td> <td style="text-align: center;">24856</td> </tr> <tr> <td>INSURER C: American Interstate Insurance Company</td> <td style="text-align: center;">31895</td> </tr> <tr> <td>INSURER D: Allied World Assurance Company (U.S.) Inc.</td> <td style="text-align: center;">19489</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Employers Mutual Casualty Company	21415	INSURER B: Admiral Insurance Company	24856	INSURER C: American Interstate Insurance Company	31895	INSURER D: Allied World Assurance Company (U.S.) Inc.	19489	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1639803843**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div>	Y	Y	5S48049	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5M48049	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	BEX0960318005	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	AVWCAL3178362023	5/15/2023	5/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Contractors Pollution Installation Floater	Y		03138141 5P48049	5/15/2023 5/15/2023	5/15/2024 5/15/2024	Each Poll Cond/Aggr Limit \$ 5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Yes is indicated above for add'l insd, forms Gen Liab CG7578 02/19 (premises), CG7174.3 10/13 (completed operations) and Auto Liab CA7450 02/22 applies. If Yes is indicated above for waiver of subrogation, forms Gen Liab CG7578 02/19, Auto Liab CA7450 02/22 and WC WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured. Excess is following form per policy conditions, provision and exclusions.
 Re: #231TB139950K-DB- Hembree Road Water Tanks Rehabilitation

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 Purchasing and Contract Compliance Department
 130 Peachtree St, SW
 Suite 1168
 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage **Form's Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a.** “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2)** A watercraft you do not own that is:

- (a)** Less than 60 feet long; and
(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a.** The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1)** insureds;
(2) claims made or “suits” brought;
(3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c.** If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - (1) This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Endorsement No: 5
This endorsement, effective: May 15, 2023
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)
forms a part of Policy No: 0313-8141
Issued to: Tank Pro Inc
by: Allied World Assurance Company (U.S.) Inc.

**BLANKET ADDITIONAL INSURED FOR CONTRACTORS OPERATION POLLUTION LIABILITY
AND SUBROGATION CONDITION AMENDMENT**

It is hereby agreed that the following changes are made to the policy:

1. SECTION VI – DEFINITIONS, paragraph 15.d., is deleted in its entirety and replaced with the following:

d. Solely with regard to insurance afforded for a **claim** under clause (1) of SECTION I – INSURING AGREEMENTS, 2. Contractors Pollution Liability, a. Contractors Operations Pollution Liability, any person or organization that the **named insured** has agreed to add as an additional insured to this policy pursuant to a written contract is an additional **insured**, but only:

(1) if such written contract is signed by the **named insured** prior to the **occurrence** that caused the **bodily injury, property damage** or **environmental damage**; and

(2) for such person's or organization's liability for covered **damages** caused by **your work**.

2. SECTION V – CONDITIONS 2. Subrogation, is deleted in its entirety and replaced with the following:

2. **Subrogation**

In the event of any payment under this policy, we will be subrogated to all the **insured's** rights of recovery thereof and the **insured** will execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **insured** will do nothing to waive or prejudice such rights. Any amounts recovered in excess of our total payment will be paid to the **insured**, less the cost to us of recovery. However, we agree to waive our rights of subrogation under this policy against any person or organization if the **named insured** has agreed, in a written contract with the **client**, to waive such rights against the person or organization, but only:

a. To the extent required by such written contract; and

b. If the written contract was signed by the **named insured** prior to the event, work or professional services that would give rise to coverage under this policy.

All other terms and conditions of this policy remain unchanged.

By:

A handwritten signature in black ink, appearing to read "J. Cellura", followed by a horizontal line.

Joseph Cellura

Title:

President, North American Casualty Division

Date:

June 30, 2023

Endorsement No: 6
This endorsement, effective: May 15, 2023
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)
forms a part of Policy No: 0313-8141
Issued to: Tank Pro Inc
by: Allied World Assurance Company (U.S.) Inc.

OTHER INSURANCE AMENDMENT (PRIMARY AND NON-CONTRIBUTORY VIA WRITTEN CONTRACT)

It is hereby agreed that **SECTION V – CONDITIONS, 11. Other Insurance**, is deleted in its entirety and replaced with the following:

11. If there is other valid and collectible insurance, our obligations are as follows.
- a. With regard to Coverage 1 – Professional Liability, as set forth in SECTION I – INSURING AGREEMENTS, this insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
 - b. With regard to Coverage 2 - Contractors Pollution Liability, as set forth in SECTION I – INSURING AGREEMENTS, this insurance is primary except as otherwise provided below.
 - c. Solely with regard to insurance afforded under SECTION I - INSURING AGREEMENTS, 2.Contractors Pollution Liability, a. Contractors Operations Pollution Liability, when this insurance is primary, this insurance is also non-contributory if the **named insured** and **client** have so agreed in a written contract executed prior to the commencement of **your work** for the **client** under such written contract.
 - d. Notwithstanding anything in this endorsement to the contrary, this insurance is excess over any other valid and collectible insurance under a project specific insurance policy, contractor controlled insurance program, owner controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.
 - e. When this insurance is primary and there is other valid and collectible insurance that is also primary, our obligation to the **insured** is as follows:
 - (i) If other primary insurance permits contribution by equal shares, we will also follow this method. Under this method, each insurer contributes equal amounts until it has paid the applicable Limit of Liability or none of the loss remains, whichever comes first; or
 - (ii) If any other insurance does not permit contribution by equal shares, we will contribute pro-rata by limits. Under this method, each Insurer's share is based on the ratio of its applicable Limit of Liability to the total applicable Limit of Liability of all primary insurers.

However, this paragraph e. does not apply if the insurance afforded under SECTION I - INSURING AGREEMENTS, 2.Contractors Pollution Liability, a. Contractors

Operations Pollution Liability is primary and non-contributory in accordance with the terms of paragraph c. above.

- f. Notwithstanding anything in this endorsement to the contrary, with regard to **restoration costs**, this insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

All other terms and conditions of this policy remain unchanged.

By:



Joseph Cellura

Title:

President, North American Casualty Division

Date:

June 30, 2023

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

- ☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$ 0

The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$

Maximum Premium: \$ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured Tank Pro Inc

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

AMERICAN INTERSTATE INSURANCE COMPANY - 24759

WC 00 03 13
(Ed. 4-84)