

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:

Classic Protective Coatings

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
*Robert L. Pitts*

DocuSigned by:  
*Michael Burke*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Michael Burke Chief Operations Officer

Please select Attest or Notary from checkbox Attest  Notary

ATTEST:

ATTEST:

DocuSigned by:  
*Tonya R. Grier*

Secretary/  
Assistant Secretary

Tonya R. Grier  
Interim Clerk to the Commission

(Affix County Seal)

(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*Y. Soo Jo*

Brittany Dittman

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: Dunn

DocuSigned by:  
*David Clark*

Commission Expires: 6-25-2025

David Clark Director  
Public works

DocuSigned by:  
(Affix Notary Seal)



Please select RCS or RM from the checkbox

X RCS RM

ITEM#: <u>2022-0064</u>	RCS: <u>1/19/2022</u>	ITEM#: _____	RM: _____
<b>RECESS MEETING</b>		<b>REGULAR MEETING</b>	

Insurance Certificate to be attached





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**01/27/2022**

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).

<b>PRODUCER</b> <b>Burstad Insurance Agency Inc</b> <b>420 E. Main Street</b> <b>Menomonie, WI 54751</b>	<b>CONTACT NAME:</b> Valorie Morse <b>PHONE (A/C, No. Ext):</b> 715-235-6479 <b>E-MAIL ADDRESS:</b> service@burstadinsurance.com <b>FAX (A/C, No):</b> 715-235-8860
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
<b>INSURED</b> <b>Classic Protective Coatings Inc</b> <b>N7670 State Road 25</b> <b>Menomonie, WI 54751</b>	<b>INSURER A:</b> Society Insurance <b>15261</b>
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 00004246-4602100**      **REVISION NUMBER: 65**


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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>Y</b>	<b>Y</b>	<b>CA16038828</b>	<b>12/12/2021</b>	<b>12/12/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Bid/Job# 21ITB092021K-CRB Jones Bridge Water Tanks Rehabilitation**

**Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 20 10 (11/85) version, its' equivalent or on a blanket basis. Waiver of Subrogation provided in favor of Fulton County. (continued on ACORD 101 Additional Remarks Schedule)**

<b>CERTIFICATE HOLDER</b> <b>Fulton County Government</b> <b>Attn: Purchasing Department</b> <b>130 Peachtree Street, S.W.</b> <b>Suite 1168</b> <b>Atlanta, GA 30303-3459</b>	<b>CANCELLATION</b> 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  <b>(VEM)</b>
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AGENCY CUSTOMER ID: 00004246

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page 2 of \_\_\_\_\_

AGENCY <b>Burstad Insurance Agency Inc</b>		NAMED INSURED <b>Classic Protective Coatings Inc</b>	
POLICY NUMBER <b>CA16038828</b>			
CARRIER <b>Society Insurance</b>	NAIC CODE <b>15261</b>	EFFECTIVE DATE: <b>12/12/2021</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)





BOND #30131000

**PAYMENT BOND**

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

"Project:" means 21ITB092021K-CRB: JONES BRIDGE WATER TANKS REHABILITATION

"Principal:" (Legal Name and Business Address), called the Classic Protective Coatings, Inc  
N7670 State Road 25  
Menomonie, WI 54751

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

"Surety:" (Name and Business Address) Western Surety Company  
151 N Franklin Street, 17th Floor  
Chicago, IL 60606  
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 \_\_\_\_ day of \_\_\_\_\_, 2022, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] One Million Two Hundred Fifty-Nine Thousand Nine Hundred Fifty-Eight Dollars and 00/100-- (\$1,259,958.00--)

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 26th day of January, 2022.

**PRINCIPAL:** \_\_\_\_\_ Classic Protective Coatings, Inc.

Michael A. Burke  
 President/Vice President (Sign) President

Michael A. Burke, Chief Operations Officer  
 President/Vice President (Type or Print)

Attested to by:  
[Signature]  
 Secretary/Assistant Secretary (Seal)

SURETY: \_\_\_\_\_ Western Surety Company

By: *Steve Klein*  
Attorney-in-Fact (Sign)

Stephen M Klein, Attorney-In-Fact  
Attorney-in-Fact (Type or Print)

*[Signature]*  
Secretary/Assistant Secretary (Seal)





BOND #30131000

**PERFORMANCE BOND**

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

"Project:" **21ITB092021K-CRB: JONES BRIDGE WATER TANKS REHABILITATION**

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

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

Classic Protective Coatings, Inc  
N7670 State Road 25  
Menomonie, WI 54751

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

"Surety:" (Name and Business Address)

Western Surety Company  
151 N Franklin Street, 17th Floor  
Chicago, IL 60606

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 \_\_\_\_\_ day of \_\_\_\_\_, 2022, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] One Million Two Hundred Fifty-Nine Thousand Nine Hundred Fifty-Eight Dollars and 00/100-- (\$1,259,958.00--)

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 26th day of January, 2022.

PRINCIPAL: \_\_\_\_\_ Classic Protective Coatings, Inc.

Michael A. Burke

President/Vice President (Sign)

Michael A. Burke, Chief Operations Officer

President/Vice President (Type or Print)

Attested to by:

Bruce D. [Signature]

Secretary/Assistant Secretary (Seal)

SURETY: \_\_\_\_\_ Western Surety Company

By: Stephen M Klein  
Attorney-in-Fact (Sign)

Stephen M Klein, Attorney-In-Fact  
Attorney-in-Fact (Type or Print)



END OF SECTION

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the forgoing bond, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free

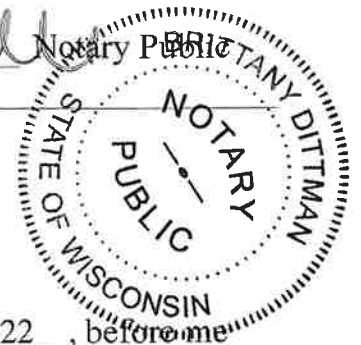
\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

STATE OF Wisconsin  
COUNTY OF Dunn

On this 27th day of January, 2022, before me personally came Michael Burke to me known, who being by me duly sworn, did depose and say; that he is the Chief Operations Officer of Classic Protective Coatings, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*[Handwritten Signature]*



**SURETY ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this 26th day of January, 2022, before me appeared STEPHEN M. KLEIN to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of Western Surety Company of Chicago, IL

that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

*[Handwritten Signature]* Notary Public



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Wendy M Schmid, Sheryl L Cohen, Jill M Lowder, Christine Scott, Lynn Dvergsten, John C Klein, Kristin M Bakos, Stephen M Klein, Emily Tschimperle, DeeAnn Briegel, Rita Carlson, Karla Deutsch-Hunt, Tracy Chehoski, Thomas Towner, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of December, 2021.



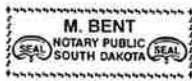
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of January 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**OWNER - CONTRACTOR AGREEMENT**

**21ITB092021K-CRB  
JONES BRIDGE WATER TANKS REHABILITATION**

Contractor: Classic Protective Coatings, Inc. Project No. 21ITB092021K-CRB

Address: N7670 State Road 25, Menomonie, WI 54751 Telephone: 715.233.6267

Contact: Michael Burke Email: michael@classicprotectivecoatings.com

THIS AGREEMENT is effective as of the **19<sup>th</sup>** day of **January**, 2022, 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 (if applicable)
- 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 Two Hundred Fifty-Nine Thousand Nine Hundred Fifty-Eight Dollars and Zero Cents, (\$1,259,958.00)** 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: 21ITB092021K-CRB**

**JONES BRIDGE 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 two hundred and seventy (270) 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 \$ 1,500.00 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 **January 19, 2022, Item#22-0064.**

[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**

***Classic Protective Coatings, Inc.***

\_\_\_\_\_  
Robert L. Pitts, Commission Chair  
Board of Commissioners

\_\_\_\_\_  
***[Michael Burke, Chief Operations  
Officer]***

ATTEST:

ATTEST:

\_\_\_\_\_  
Jessie Harris, Ph.D.  
Clerk to the Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

( Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

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

**END OF SECTION**

# **EXHIBIT A**

# **GENERAL CONDITIONS**

## 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 FC Project Manager in writing. Any such ambiguity or need for clarification shall be handled by the FC Project Manager in writing. No clarification of the Drawings and Specifications hereunder by the FC Project 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 FC Project Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The FC Project Manager will furnish the Contractor one (1) electronic copy 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.

FC Project Manager - shall mean the individual designated in writing, by the DREAM Department as the FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project Manager shall provide administration services as hereinafter described.

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

forwarded through the FC Project Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the FC Project Manager.

The FC Project 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 FC Project 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 FC Project 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 FC Project Manager's observations regarding the Contractor's Applications for Payment, the FC Project 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 FC Project 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 FC Project 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 FC Project Manager for interpretation.

All interpretations of the FC Project 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 FC Project Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The FC Project Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the FC Project 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 FC Project 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 FC Project Manager.

The FC Project Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the FC Project 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 FC Project Manager's authority to act under this Subparagraph, nor any decision made by the FC Project Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the FC Project 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 FC Project Manager and/or as required by these Contract Documents.

The FC Project 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 FC Project 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 FC Project Manager, immediately remove any superintendent, foreman or workman whom the FC Project 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 FC Project Manager

*may*, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 affected 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project Manager, to the extent the FC Project 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 FC Project Manager, in the manner, at the times, and to the extent, if any, directed by the FC Project 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
  - b. performance of the work terminated by the notice of termination; and
  - c. 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 FC Project 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 FC Project 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 FC Project 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 Construction Manager issues a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work and 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 may 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 FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC PROJECT MANAGER 'S PRESENCE DURING TESTING**

All tests performed by the Contractor shall be witnessed by the FC Project Manager unless the requirement therefore is waived in writing. The FC Project 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 FC Project 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 FC Project Manager as required by the Owner Controlled Insurance Program.

**00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the FC Project Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the FC Project 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' 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 FC PROJECT MANAGER**

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

#### **00700-69 WORK COVERED PRIOR TO FC PROJECT MANAGER 'S INSPECTION**

In the event that work is covered or completed without the approval of the FC Project Manager , and such approval is required by the specifications or required in advance by the FC Project 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 FC Project 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 FC Project 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 FC Project 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 FC Project Manager.

The Contractor shall submit a "draft" pay application for approval by the FC Project Manager, prior to submitting their final pay application to Accounts Payable.

**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:** Final Approved 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](mailto: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 ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. 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 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified, therefore. The County may reinstate the ten percent retainage in the event the FC Project Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the FC Project Manager provides a specific cause for such withholding. 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 promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

#### **00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

Neither the County nor the FC Project 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 FC Project 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 FC Project Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the FC Project 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 FC Project Manager, the work is not substantially complete, the FC Project 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 FC Project Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by FC Project 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 FC Project 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 FC Project Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the FC Project Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the FC Project Manager a final application for payment. The FC Project 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 FC Project Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or FC Project 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 FC Project 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 FC Project Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. 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 FC Project Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the FC Project 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 FC Project 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 FC Project Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the FC Project 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 FC Project 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 FC Project Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The FC Project 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,
3. whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the FC Project Manager .
4. 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.
5. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
6. 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 FC Project Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the FC Project 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 FC Project 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 FC Project 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 FC Project 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 Change Order Policy 800-6.

D. **MINOR CHANGES IN THE WORK**

The FC Project 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 affected by a written Change Directive issued by the FC Project 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 FC Project 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.

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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

END OF SECTION

# **EXHIBIT B**

# **SPECIAL CONDITIONS**

## 6.0 **CONFINED SPACE ENTRY**

### 6.1 **Purpose**

- A. The purpose of this program is to establish and implement requirements for practices and procedures to protect employees engaged in construction activities at a worksite with one or more confined spaces.
- B. This program also establishes methods for complying in substance with the OSHA Construction Industry Confined Space Standard 29 CFR 1926.1200.

### 6.2 **Scope/Application**

- A. This program applies to Classic Protective Coatings projects and employees and outlines the minimal requirements for safe entry, continued work in and exit from tanks and other confined spaces.
- B. This program also applies to all subcontractors working under the direct control of Classic Protective Coatings (Controlling Contractor) involved with confined space entry activities. Subcontractors must provide all manpower, supplies, equipment and training necessary to comply with this program.

### 6.3 **Definitions**

**Acceptable Entry Conditions** – The conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit-required confined space entry can safely enter into and work within the space.

**Attendant** – An individual stationed outside one or more permit spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program.

**Authorized Entrant** – An employee who is authorized by the employer to enter a permit space.

**Competent Person** – One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.



**Confined Space** – a space that:

- Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and
- Is not designed for continuous employee occupancy.

**Controlling Contractor** – Is the employer that has overall responsibility for construction at the worksite.

**Entry** – The action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

**Entry Employer** – Any employer who decides that an employee it directs will enter a permit space.

NOTE: An employer cannot avoid the duties of the standard merely by refusing to decide whether its employees will enter a permit space, and OSHA will consider the failure to so decide to be an implicit decision to allow employees to enter those spaces if they are working in the proximity of the space.

**Entry permit (permit)** – The written or printed document that is provided by the employer to allow and control entry into a permit space.

**Entry Rescue** – Occurs when a rescue service enters a permit space to rescue one or more employees.

**Entry Supervisor** – The person (such as the employer, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section.

NOTE: An entry supervisor also may serve as an attendant or as an authorized entrant, as long as that person is trained and equipped as required by this section for each role he or she fills. Also, the duties of entry supervisor may be passed from one individual to another during the course of an entry operation.

**Hazardous Atmosphere** – An atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue (that is, escape unaided from a permit space), injury, or acute illness from one or more of the following causes:

- Flammable gas, vapor, or mist in excess of 10 percent of its lower flammable limit (LFL);

- Airborne combustible dust at a concentration that meets or exceeds its LFL;
- Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;
- Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in Subpart G, Occupational Health and Environmental Control, or in Subpart Z, Toxic and Hazardous Substances, of this Part and which could result in employee exposure in excess of its dose or permissible exposure limit;

NOTE: An atmospheric concentration of any substance that is not capable of causing death, incapacitation, impairment of ability to self-rescue, injury, or acute illness due to its health effects is not covered by this provision.

- Any other atmospheric condition that is immediately dangerous to life or health.

NOTE: For air contaminants for which OSHA has not determined a dose or permissible exposure limit, other sources of information, such as Safety Data Sheets.

**Host Employer** – The employer that owns or manages the property where the construction work is taking place.

**Immediately dangerous to life or health (IDLH)** – The condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.

**Limited or Restricted Means for Entry or Exit** – Any condition that has a potential to impede an employee's movement into or out of a confined space. Such conditions include, but are not limited to, trip hazards, poor illumination, slippery floors, inclining surfaces and ladders.

**Monitor or Monitoring** – The process used to identify and evaluate the hazards after an authorized entrant enters the space. This is a process of checking for changes that is performed in a periodic or continuous manner after the completion of the initial testing or evaluation of that space.

**Non-Entry Rescue** – Occurs when a rescue service, usually the attendant, retrieves employees in a permit space without entering the permit space.

**Non-Permit Confined Space** – A confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

**Permit System** – The employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

**Qualified Person** – One who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.

**Retrieval System** – The equipment (including a retrieval line, chest or full-body harness, wristlets, if appropriate, and a lifting device or anchor) used for non-entry rescue of persons from permit spaces.

#### 6.4 **General Requirements**

- A. Before it begins work at a worksite Classic Protective Coatings will ensure that a Competent Person identifies all confined spaces in which one or more of the employees it directs may work, and identifies each space that is a permit space. If the workplace contains one or more permit spaces, Classic Protective Coatings will:
1. Inform exposed employees in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and
  2. Post a sign reading "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language.
  3. If Classic Protective Coatings receives notice of a permit space from a Host or Controlling Contractor and has not authorized employees it directs to work in that space, they will take effective measures to prevent any employees from entering the permit space(s).
- B. The following general requirements apply to entry into permit spaces by Classic Protective Coatings employees:
1. Any conditions making it unsafe to remove an entrance cover must be eliminated before the cover is removed.
  2. When entrance covers are removed, the opening will be immediately guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.
  3. Before an employee enters the space, the internal atmosphere will be tested, with a calibrated direct-reading instrument, for oxygen content, for flammable gases and vapors, and for potential toxic air contaminants, in that order.

4. No hazardous atmosphere is permitted within the space whenever any employee is inside the space.
  5. Continuous forced air ventilation will be used, as follows:
    - An employee will not enter the space until the forced air ventilation has eliminated any hazardous atmosphere.
    - The forced air ventilation will be so directed as to ventilate the immediate areas where an employee is or will be present within the space and will continue until all employees have left the space.
    - The air supply for the forced air ventilation will be from a clean source and will not increase the hazards in the space.
    - The atmosphere within the space will be continuously monitored unless Classic Protective Coatings can demonstrate that equipment for continuous monitoring is not commercially available or periodic monitoring is sufficient. If continuous monitoring is used, Classic Protective Coatings will ensure that the monitoring equipment has an alarm that will notify all entrants if a specified atmospheric threshold is achieved, or that an employee will check the monitor with sufficient frequency to ensure that entrants have adequate time to escape. If continuous monitoring is not used, periodic monitoring will be required. All monitoring will ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere.
  6. Classic Protective Coatings will ensure a safe method of entering and exiting the space. If a hoisting system is used, it will be designed and manufactured for personnel hoisting. If a job-made hoisting system is used it will be approved for personnel hoisting by a registered professional engineer, in writing, prior to use.
  7. Classic Protective Coatings will document the basis for determining that all hazards in a permit space have been eliminated or isolated, through a certification that contains the date, the location of the space, and the signature of the person making the determination.
- C. Permit Space Entry Communication and Coordination
1. Before Classic Protective Coatings begins entry operations they will require the Hosting Employers to provide the following information, if it has it, to Classic Protective Coatings or the Controlling Contractors:

- a) The location of each known permit space.
  - b) The hazards or potential hazards in each space or the reason it is a permit space; and
  - c) Any precautions that the Host Employer or any previous controlling contractor or entry employer implemented for the protection of employees in the permit space.
2. Before entry operations begin, the Controlling Contractor or Classic Protective Coatings must:
- a) Obtain the Host Employer's information about the permit space hazards and previous entry operations; and
  - b) Classic Protective Coatings will request the following information from the Host Employer when there could foreseeably be a hazard in the permit space:
    - The information received from the host employer;
    - Any additional information the controlling contractor has about the subjects listed in paragraph (D)(1)(a-c) above.
    - The precautions that the host employer, controlling contractor, or other entry employers implemented for the protection of employees in the permit spaces.
3. Before entry operations begin, Classic Protective Coatings will:
- a) Obtain all of the Controlling Contractor's information regarding permit space hazards and entry operations; and
  - b) Inform the Controlling Contractor of the permit space program that Classic Protective Coatings will follow, including any hazards likely to be confronted or created in each permit space.
4. The Controlling Contractor and Classic Protective Coatings will coordinate entry operations when:
- a) More than one entity performs permit space entry at the same time; or
  - b) Permit space entry is performed at the same time that any activities that could foreseeably result in a hazard in the permit space are performed.

D. Post Entry Operations

1. Classic Protective Coatings shall request from the Controlling Contractor a debriefing for each permit space entered regarding the permit space program followed and any hazards confronted or created in the permit space(s) during entry operations.
2. Classic Protective Coatings will inform the Controlling Contractor in a timely manner of the permit space program being followed and of any hazards confronted or created in the permit space(s) during entry operations; and
3. It shall be the Controlling Contractor's responsibility to apprise the Host Employer of the information exchanged with Classic Protective Coatings pursuant to this subparagraph.
4. If there is no Controlling Contractor present at the worksite, the requirements for, and role of, Controlling Contractor(s) will be fulfilled by the Host Employer or other employer who arranges to have employees of another employer perform work that involves permit space entry.

#### 6.5 **Permit Required Confined Space Program**

- A. Classic Protective Coatings will:
1. Implement measures necessary to prevent unauthorized entry.
  2. Identify and evaluate the hazards of permit spaces before employees enter them;
  3. Develop and implement the means, procedures, and practices necessary for safe permit space entry operations, including, but not limited to, the following:
    - a) Specifying acceptable entry conditions.
    - b) Providing each authorized entrant or Classic Protective Coatings authorized representative with the opportunity to observe any monitoring or testing of permit spaces;
    - c) Isolating the permit space and physical hazard(s) within the space.
    - d) Purging, inerting, flushing, or ventilating the permit space as necessary to eliminate or control atmospheric hazards;
    - e) When Classic Protective Coatings is unable to reduce the atmosphere below 10 percent Lower Explosive Limit, Classic Protective Coatings will only enter if the Controlling/Host Employer inertes the space so as to render the entire atmosphere in the space non-combustible, and the employees use PPE to address any other atmospheric hazards (such as

- oxygen deficiency), and the Controlling/Host Employer eliminates or isolates all physical hazards in the space.
- f) Determining that, in the event the ventilation system stops working, the monitoring procedures will detect an increase in atmospheric hazard levels in sufficient time for the entrants to safely exit the permit space;
  - g) Providing pedestrian, vehicle, or other barriers as necessary to protect entrants from external hazards;
4. Verify that conditions in the permit space are acceptable for entry throughout the duration of an authorized entry, and ensure that employees are not allowed to enter into, or remain in, a permit space with a hazardous atmosphere unless the Controlling/Host Employer can demonstrate that personal protective equipment (PPE) will provide effective protection for each employee in the permit space and provides the appropriate PPE to each employee.
  5. Eliminate any conditions (for example, high pressure) that could make it unsafe to remove an entrance cover.
  6. Provide the following equipment at no cost to each employee, maintain that equipment properly, and ensure that each employee uses that equipment properly:
    - a) Testing and monitoring equipment as needed.
    - b) Ventilating equipment needed to obtain acceptable entry conditions;
    - c) Communications equipment or any necessary electronic communication equipment for Attendants assessing entrants' status in multiple spaces.
      - Personal protective equipment when feasible engineering and work-practice controls do not adequately protect employees.
      - Lighting equipment that is approved for any ignitable or combustible properties of the specific gas, vapor, dust, or fiber that will be present, and that is sufficient to enable employees to see well enough to work safely and to exit the space quickly in an emergency.
      - Barriers and shields as needed/required.
      - Equipment, such as ladders, needed for safe ingress and egress by authorized entrants.

- Rescue and emergency equipment needed, except to the extent that the equipment is provided by rescue services.
  - Any other equipment necessary for safe entry into, safe exit from, and rescue from, permit spaces.
7. Evaluate permit space conditions as follows when entry operations are conducted:
- a) Test conditions in the permit space to determine if acceptable entry conditions exist before changes to the space's natural ventilation are made, and before entry is authorized to begin, except that, if the Host or Controlling Employer demonstrates that isolation of the space is infeasible because the space is large or is part of a continuous system (such as a sewer), Classic Protective Coatings will:
- Perform pre-entry testing to the extent feasible before entry is authorized.
  - If entry is authorized, continuously monitor entry conditions in the areas where authorized entrants are working, except that Classic Protective Coatings may use periodic monitoring if it can demonstrate that equipment for continuously monitoring that hazard is not commercially available.
  - Provide an early-warning system that continuously monitors for non-isolated engulfment hazards, if associated with entered spaces. The system will alert authorized entrants and attendants in sufficient time for the authorized entrants to safely exit the space.
  - Continuously monitor atmospheric hazards unless Classic Protective Coatings documents that the equipment for continuously monitoring a hazard is not commercially available or that periodic monitoring is of sufficient frequency to ensure that the atmospheric hazard is being controlled at safe levels. If continuous monitoring is not used, periodic monitoring is required with sufficient frequency to ensure that acceptable entry conditions are being maintained during the course of entry operations.
  - When testing for atmospheric hazards, Classic Protective Coatings will test first for oxygen, then for combustible gases and vapors, and then for toxic gases and vapors.



- Provide at least one attendant outside the permit space into which entry is authorized for the duration of entry operations.
- Attendants may be assigned to more than one permit space provided their duties can be effectively performed for each permit space.
- Attendants will be stationed at any location outside the permit space as long as their duties can be effectively performed for each permit space to which the attendant is assigned.
- If multiple spaces are to be assigned to a single attendant the means and procedures to enable the attendant to respond to an emergency affecting one or more of those permit spaces without distraction from the attendant's responsibilities will be outlined by Classic Protective Coatings
- Designate each person who is to have an active role (for example, authorized entrants, attendants, entry supervisors, or persons who test or monitor the atmosphere in a permit space) in entry operations, identify the duties of each such employee, and provide each such employee with the training required.
- Develop and implement procedures for summoning rescue and emergency services (including procedures for summoning emergency assistance in the event of a failed non-entry rescue), for rescuing entrants from permit spaces, for providing necessary emergency services to rescued employees, and for preventing unauthorized personnel from attempting a rescue.
- Develop and implement a system for the preparation, issuance, use, and cancellation of entry permits as required, including the safe termination of entry operations under both planned and emergency conditions.
- Develop and implement procedures to coordinate entry operations, in consultation with the Controlling Contractor, when employees of more than one employer are working simultaneously in a permit space or elsewhere on the worksite where their activities could, either alone or in conjunction with the activities within a permit space, foreseeably result in a hazard within the confined space, so that employees of one employer do not endanger the employees of any other employer.

- Develop and implement procedures (such as closing off a permit space and canceling the permit) necessary for concluding the entry after entry operations have been completed;
- Review entry operations when the measures taken under the permit space program may not protect employees and revise the program to correct deficiencies found to exist before subsequent entries are authorized.
- Review the permit space program, using the canceled permits within 1 year after each entry and revise the program as necessary to ensure that employees participating in entry operations are protected from permit space hazards. NOTE: Classic Protective Coatings may perform a single annual review covering all entries performed during a 12-month period. If no entry is performed during a 12-month period, no review is necessary.

## 6.6 **Permitting Process**

- A. Before entry begins, the Entry Supervisor identified on the permit will sign the entry permit to authorize entry.
  1. The completed permit will be made available at the time of entry to all authorized entrants or their authorized representatives, by posting it at the entry portal or by any other equally effective means, so that the entrants can confirm that pre-entry preparations has been completed.
  2. The duration of the permit may not exceed the time required to complete the assigned task or job identified on the permit.
  3. The Entry Supervisor will terminate entry and take the following action when any of the following apply:
- B. Cancel the entry permit when the entry operations covered by the entry permit have been completed.
- C. Suspend or cancel the entry permit and fully reassess the space before allowing reentry when a condition that is not allowed under the entry permit arises in or near the permit space and that condition is temporary in nature and does not change the configuration of the space or create any new hazards within it.
  1. Classic Protective Coatings will retain each canceled entry permit for at least 1 year to facilitate the review of the permit-required confined space program required by the standard. Any problems encountered during an entry operation will be noted on the

pertinent permit so that appropriate revisions to the permit space program can be made.

## 6.7 **Entry Permit**

- A. The entry permit for Classic Protective Coatings that documents compliance with and authorizes entry to a permit space will identify the following:
1. The permit space to be entered
  2. The purpose of the entry
  3. The date and the authorized duration of the entry permit.
  4. The Authorized Entrants within the permit space, by name or by such other means that will enable the attendant to determine quickly and accurately, for the duration of the permit, which authorized entrants are inside the permit space.
  5. Means of detecting an increase in atmospheric hazard levels in the event the ventilation system stops working.
  6. Each person, by name, currently serving as an Attendant.
  7. The individual, by name, currently serving as Entry Supervisor, and the signature or initials of each Entry Supervisor who authorizes entry.
  8. The hazards of the permit space to be entered.
  9. The measures used to isolate the permit space and to eliminate or control permit space hazards before entry,
  10. The acceptable entry conditions.
  11. The results of tests and monitoring performed, accompanied by the names or initials of the testers and by an indication of when the tests were performed.
  12. The rescue and emergency services that will be summoned and the means for summoning those services.
  13. The communication procedures used by Authorized Entrants and Attendants to maintain contact during the entry.
  14. Equipment, such as personal protective equipment, testing equipment, communications equipment, alarm systems, and rescue equipment, to be provided.
  15. Any other information necessary, given the circumstances of the particular confined space, to ensure employee safety.

16. Any additional permits, such as for hot work, that have been issued to authorize work in the permit space.

## 6.8 **Training**

- A. Classic Protective Coatings will provide training to each employee whose work is regulated by this standard, at no cost to the employee, and will ensure that the employee possesses the understanding, knowledge, and skills necessary for the safe performance of the duties assigned under this standard. This training will ensure an understanding of the hazards in the permit space and the methods used to isolate, control or in other ways protect employees from these hazards, and for those employees not authorized to perform entry rescues, in the dangers of attempting such rescues.
- B. Training will be provided in both a language and vocabulary that the employee can understand.
- C. Training will be provided;
  - 1. Before the employee is first assigned duties under this standard.
  - 2. Before there is a change in assigned duties.
  - 3. Whenever there is a change in permit space entry operations that presents a hazard about which an employee has not previously been trained.
  - 4. Whenever there is any evidence of a deviation from the established permit space entry procedures required or there are inadequacies in the employee's knowledge or use of these procedures.
- D. All training will establish employee proficiency in the duties required and will introduce new or revised procedures, as necessary, for compliance.
- E. Classic Protective Coatings will maintain training records to show that the training has been accomplished. Training records will contain:
  - 1. Each employee's name
  - 2. Name of the trainer(s)
  - 3. Dates of training.
- F. Documentation will be available for inspection by employees and their authorized representatives, for the period of time the employee is employed by that employer.

## 6.9 **Duties of Authorized Entrants**

- A. Classic Protective Coatings will ensure that all Authorized Entrants:

1. Are familiar with and understand the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure(s).
  2. Can properly use all equipment as required by this program.
  3. Communicate with the Attendant as necessary to enable the Attendant to assess entrant status and to enable the Attendant to alert entrants of the need to evacuate the space as required.
- B. Alert the Attendant whenever:
1. There is any warning sign or symptom of exposure to a dangerous situation.
  2. The Entrant detects a prohibited condition.
  3. An order to evacuate is activated.
  4. There is any warning sign or symptom of exposure to a dangerous situation.

#### 6.10 **Duties of Attendants**

- A. Classic Protective Coatings will ensure that each Attendant:
1. Is familiar with and understands the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.
  2. Is aware of possible behavioral effects of hazard exposure in Authorized Entrants.
  3. Continuously maintains an accurate count of authorized entrants in the permit space and ensures that the means used to identify authorized entrants accurately identifies who is in the permit space.
  4. Remains outside the permit space during entry operations until relieved by another attendant.
  5. Communicates with Authorized Entrants as necessary to assess entrant status and to alert entrants of the need to evacuate the space.
  6. Assesses activities and conditions inside and outside the space to determine if it is safe for entrants to remain in the space and orders the Authorized Entrants to evacuate the permit space immediately under any of the following conditions:
    - a) If there is a prohibited condition.

- b) If the behavioral effects of hazard exposure are apparent in an authorized entrant.
  - c) If there is a situation outside the space that could endanger the authorized entrants.
  - d) If the Attendant cannot effectively and safely perform all the duties required.
  - e) Summons rescue and other emergency services as soon as the attendant determines that Authorized Entrants may need assistance to escape from permit space hazards.
7. Takes the following actions when unauthorized persons' approach or enter a permit space while entry is underway:
- a) Warns the unauthorized persons that they must stay away from the permit space.
  - b) Advises the unauthorized persons that they must exit immediately if they have entered the permit space.
  - c) Informs the Authorized Entrants and the Entry Supervisor if unauthorized persons have entered the permit space.
  - d) Performs non-entry rescues as specified by Classic Protective Coatings rescue procedure.
  - e) Performs no duties that might interfere with the attendant's primary duty to assess and protect the authorized entrants.

#### 6.11 **Duties of Entry Supervisor**

- A. Classic Protective Coatings will ensure that each entry supervisor:
- 1. Is familiar with and understands the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure.
  - 2. Verifies, by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin.
  - 3. Terminates the entry and cancels or suspends the permit as necessary.
  - 4. Verifies that rescue services are available and that the means for summoning them are operable, and that the Classic Protective



Coatings will be notified as soon as the services become unavailable.

5. Removes unauthorized individuals who enter or who attempt to enter the permit space during entry operations.
6. Determines, whenever responsibility for a permit space entry operation is transferred, and at intervals dictated by the hazards and operations performed within the space, that entry operations remain consistent with terms of the entry permit and that acceptable entry conditions are maintained.

#### 6.12 **Rescue and Emergency Services**

- A. When Classic Protective Coatings designates Rescue and Emergency Services it will:
  1. Evaluate a prospective rescuer's ability to respond to a rescue summons in a timely manner, considering the hazard(s) identified.
  2. Evaluate a prospective rescue service's ability, in terms of proficiency with rescue-related tasks and equipment, to function appropriately while rescuing entrants from the particular permit space or types of permit spaces identified.
  3. Determine the capability to reach the victim(s) within a time frame that is appropriate for the permit space hazard(s) identified.
  4. Is equipped for, and proficient in, performing the needed rescue services.
  5. Ensure that the Rescue and Emergency Services organization will notify Classic Protective Coatings immediately in the event that the rescue service becomes unavailable.
  6. Inform each rescue team or service of the hazards they may confront when called on to perform rescue at the site.
  7. Provide the rescue team or service selected with access to all permit spaces from which rescue may be necessary so that the rescue team or service can develop appropriate rescue plans and practice rescue operations.
- B. When Classic Protective Coatings utilizes their own employees to provide permit space rescue and/or emergency services they will take the following measures and provide all equipment and training at no cost to those employees:

1. Provide each affected employee with the PPE needed to conduct permit space rescues safely and train each affected employee so the employee is proficient in the use of that PPE.
  2. Train each affected employee to perform assigned rescue duties. Classic Protective Coatings will ensure that such employees successfully complete the training required and establish proficiency as authorized entrants.
  3. Train each affected employee in basic first aid and cardiopulmonary resuscitation (CPR). The employer must ensure that at least one member of the rescue team or service holding a current certification in basic first aid and CPR is available.
  4. Ensure that affected employees practice making permit space rescues before attempting an actual rescue, and at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from the actual permit spaces or from representative permit spaces. Practice rescue will not be required where the affected employees properly performed a rescue operation during the last 12 months in the same permit space the authorized entrant will enter, or in a similar permit space. Representative permit spaces must, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed.
- C. Non-entry rescue is required unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant. Classic Protective Coatings must designate an entry rescue service whenever non-entry rescue is not selected. Whenever non-entry rescue is selected, Classic Protective Coatings will ensure that retrieval systems or methods are used whenever an Authorized Entrant enters a permit space, and must confirm, prior to entry, that emergency assistance would be available in the event that non-entry rescue fails.
- D. Retrieval systems must meet the following requirements:
1. Each authorized entrant must use a chest or full body harness, with a retrieval line attached at the center of the entrant's back near shoulder level, above the entrant's head, or at another point which Classic Protective Coatings can establish presents a profile small enough for the successful removal of the entrant. Wristlets or anklets may be used in lieu of the chest or full body harness if Classic Protective Coatings demonstrates that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets or anklets is the safest and most effective alternative.
  2. The other end of the retrieval line will be attached to a mechanical device or fixed point outside the permit space in such a manner

that rescue can begin as soon as the rescuer becomes aware that rescue is necessary. A mechanical device will be available to retrieve personnel from vertical type permit spaces more than 5 feet (1.52 meters) deep.

a) Equipment that is unsuitable for retrieval will not be used, including, but not limited to, retrieval lines that have a reasonable probability of becoming entangled with the retrieval lines used by other authorized entrants, or retrieval lines that will not work due to the internal configuration of the permit space.

E. If an injured entrant is exposed to a substance for which a Safety Data Sheet (SDS) or other similar written information is required to be kept at the worksite, that SDS or written information must be made available to the medical facility treating the exposed entrant.

#### 6.13 **Employee Participation**

- A. Classic Protective Coatings will consult with affected employees and/or their authorized representatives on the development and implementation of all aspects of this Permit Space Program.
- B. Classic Protective Coatings will make available to each affected employee and his/her authorized representatives all information required to be developed by this standard.

Classic Protective Coatings, Inc. Hot Works Safety Program



## Hot Works Safety Program

Revised: January 2021

By: Chris Hayes Industrial Health and Safety Manager

Approved By: Ray Witke- President/Owner

## Classic Protective Coatings, Inc. Hot Works Safety Program

### **PURPOSE:**

Classic Protective Coatings, Inc. values its Employees and customers and recognizes the need for a safe work environment. The purpose of this policy is to establish cutting and welding safety procedures and to ensure all cutting and welding operations are performed in the safest manner possible, and in compliance with applicable regulations.

### **POLICY:**

All cutting and welding operations shall be performed in compliance with OSHA standards and all other applicable state, local and client regulations, policies, procedures and standard safe work practices. Welding is restricted to areas or situations where adequate fire prevention, welder protection and passerby protection can be assured. This policy was designed with two basic principles: (1) Employees and our customers deserve a safe work environment, and (2) Classic Protective Coatings, Inc. has a responsibility to maintain a safe workplace. If any questions arise regarding this Policy, please direct them to the Owner, Ray Witke or to the Industrial Health and Safety Manager, Chris Hayes at 715-233-6267 or [chris@classicprotectivecoatings.com](mailto:chris@classicprotectivecoatings.com). This Policy is effective November 19, 2015.

### **PROCEDURES:**

Classic Protective Coatings, Inc. safety standard is intended as a guide for safe practices in welding, burning, brazing and related operations. The precautions and protective measures outlined are recommended minimum requirements. Welders should exercise judgment in applying these precautionary measures in such matters as length of work periods, poor ventilation, unusual work locations, and specialized operations. Additional protective measures may be required in certain instances.

### **TRAINING:**

- Fire Watch Training – At a minimum the fire watch will be trained to the following standards: A “Fire Watch” is a person specifically trained and assigned to warn others of hazards associated with flammable materials, and when capable to prevent incipient stage fires.
  - Ensure proper “Hot Work” permit is on site
  - Ensure permit is signed by all appropriate personnel
  - Ensure adequate means of access and egress are provided to the work site
  - Read and understand all permit provisions, and maintain the conditions of the permit at all times
  - Wear an identification vest (made of flame retardant material)
  - Maintain a charged dry chemical fire extinguisher with current inspection tags

## Classic Protective Coatings, Inc. Hot Works Safety Program

### **TRAINING (Continued):**

- Maintain spark containment by ensuring any nearby buildings or flammable materials nearby are protected by a flame resistant blanket
  - Prevent the taking of samples, venting, or opening of piping or equipment in the immediate area of the hot work
  - Must be able to communicate in English so that you can inform others in the event of emergency conditions
  - Ensure proper barricading and warning signs are used
  - Continuously monitor the work area during and for 30 minutes after hot work has finished to ensure no smoldering embers or slag exist
  - During actual hot work, keep area wet when possible
  - Continuously monitor the work area and surrounding area for any unsafe conditions, or potentially hazardous conditions
  - In the event of a hazardous condition, emergency, or changing environment, the fire watch will stop all work until it is safe to resume
  - Never leave the work site unless the work has stopped, or until you are relieved by another employee with equal or greater training and knowledge
  - Ensure surrounding conditions are inspected and precautions are taken with consideration given to wind direction
  - Ensure equipment such as welding machines, hoses, tools, etc., are located so as not to impede access or egress, or access to firefighting equipment
  - In the event of a fire - Remain calm
  - Only extinguish a fire when it is clearly within your abilities and the equipment available
  - Know the evacuation routes and collection points
  - If the fire cannot be extinguished, leave the area immediately and report to your evacuation area
  - Await further instructions from the Incident Commander, or designated responsible personnel
- Only trained and qualified personnel may operate or maintain welding, cutting or brazing equipment Welders/Cutters will be trained per this policy and will possess the appropriate certifications for their work scope.
  - Craft who perform any of the functions covered by this policy will be required to complete training including:
    - A test or other method to determine competency
    - All training records shall be documented and kept on file with Human Resources

## Classic Protective Coatings, Inc. Hot Works Safety Program

### General Rules:

#### Initial Assessment – Fire is a primary focus and the assessment for fire protection guide should be used:

A dedicated fire watch is required for all hot work. If the object to be cut, burned or brazed cannot be moved and if all fire hazards cannot be removed, then guards shall be used to confine the heat sparks and slag and to protect the immovable fire hazards. If these steps cannot be taken to prevent fire, then the hot work will be stopped until a safer alternative is available to perform the work safely.

Supervisor/qualified personnel will inspect the area prior to work beginning, and authorize the work. The competent person will be trained to perform his/her job functions and to identify substandard conditions/acts. The competent person shall ensure all oxygen-fuel gas supply equipment is suitable, safe to use, and in good working condition for the hot work.

Inspections and certification records will be kept for recordkeeping.

If	And	Then
The object to be welded, cut or heated can be moved	A fire-resistant, safe workspace is available	Welding, cutting or heating shall be done in that space.
The object to be welded, cut or heated cannot be moved	All fire hazards can be moved to a safe distance	Welding, cutting or heating can be done once fire hazards are taken to a safe place.
The object to be welded, cut or heated cannot be moved	All the fire hazards cannot be removed	Guards shall be used to confine the heat, sparks, and slag, and to protect the immovable fire hazards.

1. Before doing any welding or burning, outside of an area approved for routine hot work, be certain the necessary Hot Work Permit has been issued. All hot work will be approved by the client and the site supervisor. The crew responsible for the equipment will ensure all is suitable and in good working order. All equipment is inspected prior to beginning work and all crew members using the equipment will be familiar with "American Welding Society Standard A6-1-1966". Any equipment that is not ready for service or needs repair shall be red-tagged and repaired by qualified personnel.
2. Whenever it is necessary for hoses, lines or cords to cross walkways or work areas, they must be strung overhead or protected by planks laid on both sides of the hose. All hoses, cord and leads and other welding equipment must be maintained in a safe and serviceable condition, with no fraying or exposed copper permitted. They should be deployed in a manner that does not create tripping hazards.
3. Contain all sparks with fire blanketing.
4. Before each use, hose must be inspected for leaks, burns, worn places, loose connections, or other defects which may render the hose unfit for service. Hose burned by a flash back must be discarded.
5. Welding machine ground connections must be made on or as close as possible to the object being worked upon to assure a good ground and prevent damage to valves, pump bearings, etc.

## Classic Protective Coatings, Inc. Hot Works Safety Program

6. Welding machine grounds shall not be made to handrails, stairs, or to projections from steel power or lighting towers, or on any active oil, gas, steam, air, or chemical line.
7. Temporary power lines to portable arc welding machines should be carried overhead whenever practical, or laid on the floor or ground suitably protected so that they cannot be damaged or interfere with safe passage.
8. Necessary precautions must be taken to protect against electrical shocks when working in wet or damp places.
9. In electric welding, all parts of the body should be covered to prevent skin burns from ultra-violet rays or molten metal. The feet and ankles are particularly vulnerable to burns, and care should be taken to see that they are properly protected.
10. Do not use ear cotton when welding. Sparks or slag may ignite the cotton.
11. Welding rod shall not be stored in its original container once the container has been opened. When an original container is opened, the rod shall be immediately transferred to either a rod oven or an approved container, such as the plastic "rod guard" container. The original container shall then be crushed and properly disposed of.
12. Full spark containment is required and any exposed equipment or small bore piping must be protected from damage. A trained fire watch must be present at all times hot work is in progress.
13. Two sets of Flash Back arrestors must be installed on oxyacetylene system; one set installed at regulators and one set at torch handle (unless torch is equipped with arrestors).
14. Welders must wear Z-87 Safety Glasses with side shields under their welder's hoods.
15. Grinders are required to have OSHA approved guards in place at all times. Exceptions must be approved by the Safety Department.
16. Only pipe stands that are designed to prevent pinch points at the center tube locking washer, and a stop at the base of the center tube to prevent crushing type injuries shall be used.
17. All welding rigs must be in safe operating condition and be properly identified.
18. Welding rigs must have emergency brake set and transmission in park or low gear when parked. If there is any slope the wheels must be chocked. When exiting a welding rig, welders must wear all required PPE.
19. The work area must be kept clean and materials including used weld rod removed when job is complete.
20. All welding rigs shall have a fire extinguisher.
21. Approved spark arrestors are required on all welding machines.
22. Always inspect grinders before each use. Grinders must have ground fault circuit interrupters (GFCI's)
23. Welding hoods must be equipped with the proper shaded lens for protection against radiant energy. (according to chart)



## Classic Protective Coatings, Inc. Hot Works Safety Program

24. Make sure all sewers, drains, pits, pipe trenches, confined spaces; enclosed spaces have been tested for flammable vapors and/or hydrocarbons. Cover all openings per client policy.

**Filter Lens Shade Numbers for Protection against Radiant Energy**

Shade Number	Welding Operation
10	Shielded metal arc welding 1/16, 3/32, 1/8, 5/32-in. diameter electrodes
11	Gas-shielded arc welding (nonferrous) 1/16, 3/32, 1/8, 5/32-in. diameter electrodes
12	Gas-shielded arc welding (ferrous) 1/16, 3/32, 1/8, 5/32-in. diameter electrodes
12	Shielded metal-arc welding 3/16, 7/32, 1/4-in. diameter electrodes
14	Shielded metal-arc welding 5/16, 3/8-in. diameter electrodes.
10 to 14	Atomic hydrogen welding
14	Carbon arc Welding
2	Soldering
3 or 4	Torch Brazing
3 or 4	Light cutting, up to 1 in.
4 or 5	Medium cutting, 1 in. to 6 in.
5 or 6	Heavy cutting, over 6 in.
4 or 5	Gas welding (light), up to 1/8-in.
5 or 6	Gas welding (medium), 1/8-in. to 1/2-in.
6 or 8	Gas welding (heavy), over 1/2-in.

**Gas Cylinders**

1. Compressed gas cylinders are to be shut-off at the bottle when not in use or unattended for short periods of time. At the end of the shift the bottles are to be shut off and gauges and hoses detached and properly stored and protective caps installed.
2. Compressed gas cylinders shall have gauges removed and be capped prior to transportation. Cylinders shall only be transported or stored in the up position.
3. Use approved storage racks or dollies to store compressed gas cylinders. Chain or #9 wire may also be used. Never use rope for this purpose.
4. On welding rigs compressed gas cylinders shall be securely stored in vertical racks.
5. Oxygen and acetylene cylinders must be stored at a distance of 20 feet apart or be separated by a fire wall that is 5 feet or higher and has a fire rating of 60 minutes or more. These cylinders must be kept at least 20 feet away from combustibles or separated by a fire wall.
6. Do not use a choker or chokers to haul cylinders.
7. Keep cylinders away from work so sparks, slag, or flame cannot reach them. If cylinders cannot be isolated, fire resistant shields must be provided for them.
8. Cylinders shall always have the gauges removed and cylinder caps installed prior to being moved.
9. Acetylene shall never be exposed to unalloyed copper except in a torch.

## Classic Protective Coatings, Inc. Hot Works Safety Program

10. Compressed gas cylinders shall be equipped with connections that conform to ANSI B57.1-1965.
11. Cylinders shall be marked to identify contents.
12. No more than 15 psi of acetylene shall be used at any time.
13. Bottles shall be slightly opened then closed just prior to attachment of the regulator.
14. Torches shall be lighted by friction lighters, not matches or other hot work.
15. Welders must insure that lines have been adequately purged prior to working on them.
16. Equipment shall be inspected for leaks daily. Unserviceable/non-approved equipment may not be used.
17. All welders shall possess current certifications.
18. Hot work area shall be kept damp at all times.
19. Unattended/unused welding machines shall be turned off.
20. Fire Watches shall remain on site for 1/2 hour after job.
21. MOST IMPORTANTLY: NO HOT WORK PERMIT = NO WELDING.

### **Ventilation**

The following are ventilation requirements for welding.

1. Ensure that adequate ventilation is provided for employees working with welding and cutting equipment. Confined space work will have a plan to address securing of cylinders, lifelines, and warning systems that will be utilized by the safety attendant (Fire Watch/Confined Space Attendant).
2. Ensure that contaminated air exhausted from a working space is discharged into the open air or otherwise clear of the source or intake air.
3. Do not use oxygen for ventilation, comfort cooling, blowing dust from clothing, or for cleaning a work area.
4. Ensure that all necessary precautions are taken to prevent the accumulation of gases when cutting torches are used.
5. Do not take compressed gas cylinders into confined areas.
6. Ventilation equipment consists of air siphons (air movers), and/or exhaust blower (copus air mover).
7. When using blowers or siphons to exhaust fumes, exhaust inlet must be kept as close as possible to the work. Air siphons use large amounts of compressed air. The following safety procedures shall be followed:
  - Keep connecting air hoses as short as possible.
  - Do not attempt to operate more than one siphon off a single air hose or outlet.
  - If used to exhaust a vessel, be sure to seal the bell of the inlet side around the manhole or vessel opening.

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- A daily inspection of the safety screens' condition should be accomplished on the blowers. Repair or replace if broken. The use of a blower hinge is also recommended.

### Planning Hot Work Welding

In planning or carrying out hot work, certain factors should be considered besides the obviously important hot work permit, gas test and hazard analysis. Those factors include, but are not limited to:

1. The base metal and its health effects. The MSDS on the metal is available and will address this issue.
2. The welding or burning process to be used and its special health problems, if any.
3. The location of the work: Is the work to be done in the open or in a confined space?
4. Ventilation required: Is special ventilation equipment needed?
5. Position of the work: Is the work overhead or below? Can it be positioned to allow fumes to be carried away without entering the welder's breathing zone?
6. Presence of other employees near the job: Is eye protection needed against ultraviolet radiation? Are other workers in the path of the welding fumes?
7. Cleanliness of the metal surface: Are harmful or flammable materials present beneath patches or in seams?
8. Respiratory protection: Are fume respirators adequate, or are air-supplied respirators needed? Protection must be appropriate to the circumstances and must meet the minimum requirement of the permit, but also may be upgraded.
9. Ensure adequate first aid supplies are available before beginning work. All injuries will be reported immediately.

### Welding and Burning Safe Practices

The following information is the recommended minimum precautionary measure to be followed in performing the types of hot work listed in Table 13-1. If, in the opinion of the supervisor, additional protection is required for a particular welding or burning job, such added protective measures should be used.

Open Area includes most outside work, the mechanical shop (except vessels or partitioned areas inside the building) and well-ventilated large rooms, buildings or tanks. Confined Spaces include work areas such as inside small tanks, drums, towers, or other vessels, whether indoors or out, as well as small rooms, deep excavations, and manholes.

**Table 13-1 - Welding and Burning Stick Electrode Welding**

Electrode	Basic Elements	Byproducts	Precautions
AWS E-6010	Iron		A
AWS E-6011	Iron		A
AWS E-6012	Iron		A
AWS E-6013	Iron		A
AWS E-6020	Iron		A

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E-316 Stainless 18-12	Chromium, Nickel, Iron	Chromium, Nickel	B
E-310 Stainless 25-20	Chromium, Nickel, Iron	Chromium, Nickel	B
e-308 Stainless 18-8	Chromium, Nickel, Iron	Chromium, Nickel	B
E-610 12% Cr	Chromium, Iron	Chromium	B
E-502 5% Cr	Chromium, Iron		A
E-605 9% Cr	Chromium, Iron	Chromium	B
E-7018 Low Hydrogen	Iron	Fluorides	C
E-8018 B-2 (1-1/4% Cr)	Chromium, Iron		A
E-9018 B-3 (2-1/4% Cr)	Chromium, Iron		A
E-8108 C-2 (3-1/2% Ni)	Nickel, Iron		
Stoody 6	65% Cobalt, 45% Tungsten, 28% Chromium Cobalt	Chromium	B
Eutectic 680	High Chromium, Nickel	Chromium, Nickel	B
Inco-A	68% Nickel	Nickel	B
Inconel 182	65% Nickel	Nickel	B
Monel 190	60% Nickel, 23% Copper	Nickel, Copper	B
Ni-Rod 55	60% Nickel	Nickel	B
Carpenter 20	36% Nickel, 20% Chromium		B

**Precautions:**

A. No special precautions are needed in open or well-ventilated areas. Work in poorly ventilated areas will require respiratory protection. Work in confined spaces may require fume filter-type respirators or supplied air. Adhere to or upgrade permit requirements. Consult the Welding Supervisor.

B. Moderate amounts of fumes generated:

1. Use exhaust blowers or air siphons to remove fumes from breathing zone in open areas.
2. Work in confined spaces will require high efficiency particulate respirators.

C. Fumes and gases generated:

1. Use exhaust blowers or air siphons to remove gases and fumes from breathing zone in open areas.
2. Work in confined spaces will require air-supplied respirator.

D. Intense arc. Large amounts of metal fumes and gases generated:

1. Provide adequate ventilation of work. Use fume exhausters to remove fumes and gases from breathing zone in open areas. Do not direct exhaust air toward other employees. Use fume filter-type respirators in open areas.
2. In confined areas, adequate ventilation must be provided and air-supplied respirator must be worn.

E. Use only in metalizing hood. If necessary to metalize in other locations, use air-supplied respirator and protect other workers in the vicinity. Do not use any lead alloys in open shop area.

**Table 13-1  
Tungsten Arc Welding, Gas Shielded (Heliarc)\* (TIG)**

Rod	Basic Elements	Harmful Byproducts	Precautions
Evedur 1010	05.6% Copper Silicon	Copper, Ozone	C
Oxweld 372 Copper	98% Copper	Copper, Ozone	C
AWS ER 4043	Aluminum, Silicon	Ozone	C
AWS ER 5356	Magnesium, Aluminum	Ozone	C
Oxweld 28	18% Chromium, 8% Nickel, Iron	Chromium, Nickel Ozone	C
Steel	Steel	Ozone	C
1-1/4% Chromium	Chromium, Iron	Ozone	C
2-1/4% Chromium	Chromium, Iron	Ozone	C

\*High levels of ultraviolet light produced. Avoid eye flash with side shield goggles. Avoid skin burns with proper

## Classic Protective Coatings, Inc. Hot Works Safety Program

Clothing.

C. Fumes and gases generated:

1. Use exhaust blowers or air siphons to remove gases and fumes from breathing zone in open areas.
2. Work in poorly ventilated areas will require respiratory protection.
3. Work in confined spaces will require air-supplied respirator.

**Short Arc Consumable Electrode Gas Shield\* (MIG)**

Wire	Basic Elements	Harmful Byproducts	Precautions*
18-8 Stainless	18% Chromium, 8 % Nickel, Steel	Chromium,Nickel,Ozone	B
25-20 Stainless	25% Chromium, 20% Nickel, Steel	Chromium,Nickel,Ozone	B
Oxweld 63	98% Copper	Copper, Ozone	B
Airco 110	98% Copper	Copper, Ozone	B
Oxweld 62	91.5% Copper, Aluminum	Copper, Ozone	B
Type 316 Stainless	18% Chromium, 13% Nickel, Steel	Copper, Nickel, Ozone	B
Aluminum	Aluminum	Ozone	B
Hastelloy B	Nickel, Molybdenum	Nickel, Ozone	B
Inconel 62	Chromium, Nickel	Nickel, Ozone	B
Oxweld 65	Iron		B

\*High levels of ultraviolet light produced. Avoid eye flash with side shield goggles. Avoid skin burns with proper clothing.

B. Moderate amounts of fumes generated:

1. Use exhaust blowers or air siphons to remove fumes from breathing zone in open areas.
2. Work in confined spaces or poorly ventilated areas will require high efficiency particulate respirators.

**Acetylene Welding and Brazing**

Wire	Basic Elements	Harmful Byproducts	Precautions
Hastelloy D	Silicon, 90% Nickel	Nickel	A
Oxweld 5M	Copper, Zinc, Tin	Copper, Zinc	B
1 Oxweld	Steel		A
Aluminum	Aluminum		A
Everdur 1010	Copper, Silicon	Copper	A
Arcosil J	56% Silver, 22% Copper 17% zinc, 5% Tin	Copper, Zinc	B
Oxweld 28	18% Chromium, 8% Nickel, Steel	Chromium, Nickel	B
18-8 Stainless	18% Chromium, 8% Nickel, Steel	Chromium, Nickel	B
Easy-Flo	45% Silver, 15% Copper 25% Cadmium, 16% Zinc	Copper, Cadmium Zinc	B
Sil-Fos	15% silver, 80% Copper 5% Phosphorus	Copper	B
Oxweld 372	98% Copper	Copper	B
Colmonoy 6	65% Cobalt, 28% Chromium	Cobalt, Chromium	B
Chromium	Tungsten		
Stoodite	Iron, 30% Chromium	Chromium	B
Borod	Tungsten Carbide, Iron		

A. No special precautions are needed in open or well-ventilated areas. Work in confined spaces or poorly

## Classic Protective Coatings, Inc. Hot Works Safety Program

ventilated areas may require fume filter-type respirators. Consult the mechanical welding and metals supervisor.

**B. Moderate amounts of fumes generated:**

1. Use exhaust blowers or air siphons to remove fumes from breathing zone in open areas.
2. Work in confined spaces will require high efficiency particulate respirators.

### Silver Soldering and Soldering

Rod, Wire	Basic Elements	Harmful Byproducts	Precautions*
1801 Super	Silver, Copper, Cadmium, Zinc	Copper, Cadmium, Zinc	B
1602	Silver, Copper, Tin	Copper	B
18 FC	Copper, Tin Zinc	Copper, Zinc	B
16 FC	Silver Copper, Nickel	Copper, Nickel	B
15 Phoson	Silver Copper Phosphorous	Copper	B
11 Allstate	Copper, Zinc, Nickel	Copper, Zinc, Nickel	B

**B. Moderate amounts of fumes generated:**

1. Use exhaust blowers or air siphons to remove fumes from breathing zone in open areas.
2. Work in confined spaces will require high efficiency particulate respirators.

### Air Arc Cutting and Gouging (Carbon Rod)\*

Material Worker	Basic Elements	Harmful Byproducts	Precautions*
Steel	Iron	Iron Oxides	D
Cast Iron	Iron	Iron Oxides	D
Monel	Copper, Nickel	Copper, Nickel	D
Stainless Steels	Chromium Nickel, Iron	Chromium, Nickel	D
Chrome Steels	Chromium, Iron	Chromium	D
Brass	Copper, Zinc	Copper, Zinc	D
Copper	Copper	Copper	D
Aluminum	Aluminum	Nickel Oxides	D
High Nickel	Nickel	Nickel Oxides	D

\*Air gouging produces much higher metal fume levels than ordinary cutting or welding. Hearing protection needed for high noise levels.

**D. Intense arc. Large amounts of metal fumes and gases generated:**

1. Provide adequate ventilation of work. Use **fume** exhausters to remove fumes and gases from breathing zone in open areas. Do not direct exhaust air toward other employees. Use fume filter-type respirators in open areas.
2. In confined areas, adequate ventilation must be provided.
3. Use IH monitoring or representative sampling results to determine level of respiratory protection. If no monitoring or sampling results are available, supplied air must be used until analytical information is available to safely downgrade the level of protection.

### Plasma Arc Cutting

Metals Cut	Basic Elements	Harmful Byproducts	Precautions*
Steel	Iron	Iron Oxides	D
Cast Iron	Iron	Iron Oxides	D
Monel	Copper, Nickel	Copper Nickel	D
Stainless Steel	Chromium, Nickel Steel	Chromium, Nickel	D
Chrome Steel	Copper, Steel	Chromium	D
Brass	Copper, Zinc	Copper, Zinc	D
Aluminum	Aluminum	Aluminum Oxides	D

### Classic Protective Coatings, Inc. Hot Works Safety Program

Everdur Copper	Silicon, Copper Copper	Copper Copper	D D
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### 3.0 LOCKOUT/TAGOUT

- 3.1 All lockout and tagging of circuits is according to OSHA standard 29 CFR 1926.417, Lockout and Tagging of Circuits.
- 3.2 Supervisors are responsible for ensuring the proper use of lockout and tagging procedures.
- 3.3 Lockout and tagging procedures are used on machines and equipment in which unexpected energization or start-up of machines or equipment, or release of stored energy that could cause injury or death to employees may occur.
- 3.4 Controls that are to be deactivated during work on energized or de-energized equipment or circuits are tagged out and/or locked out until the course of the work has been completed. All workers involved in the maintenance activity must place their own lock and tag on each energy control point.
- 3.5 Equipment or circuits that are de-energized are removed from service and will have locks and/or tags attached to all points where such equipment or circuits can be energized.
- 3.6 If at any time an energy isolating device is not capable of being locked out, a tagout system is used. Tags will be placed to identify plainly the equipment or circuits being worked on.
- 3.7 When a tagout device is used on an energy isolating device that is capable of being locked out, the tagout device is attached at the same location that the lockout device would have been attached. The supervisor ensures the tagout program provides a level of safety equal to that obtained by using a lockout device.
- 3.8 Lockout devices and tagout devices are used by one person. These devices are used only for controlling energy, and must not be used for other purposes. Lockout/tagout devices must meet the following requirements:

Durable: Devices are capable of withstanding the environment to which they are exposed for the period of time that exposure is expected. Tagout devices are constructed and printed so that exposure to weather conditions or wet and damp locations will not cause the tag to deteriorate or the message on the tag to become illegible.

Standardized: Lockout and tagout devices used are standardized at the worksite in at least one of the following criteria: color, shape, or size. In addition, in the case of tagout devices, print and format are standardized.

Strong: Lockout devices are strong enough to prevent removal without the use of excessive force. Tagout devices and their means of attachment are strong enough to prevent easy removal.

Identifiable: Lockout devices and tagout devices indicate the identity of the employee applying the device. Tagout devices warn against hazardous conditions if the machine or equipment is energized and include a legend such as the

following: DO NOT START, DO NOT OPEN, DO NOT CLOSE, DO NOT ENERGIZE, DO NOT OPERATE.

- 3.9 The supervisor conducts a weekly inspection of the lockout/tagout procedures to ensure employees are following correct procedures.
- 3.10 The inspection is designed to correct any problems observed.
- 3.11 Where lockout and tagout is used for energy control, the inspection includes a review, between the supervisor and each authorized employee, of that employee's responsibilities under the lockout/tagout procedures being inspected.
  - A. The Supervisor documents on his weekly safety inspection report that the inspections have been performed. In the report, the supervisor identifies the machine or equipment on which the inspection took place, the date of the inspection, the employees involved in the inspection, and the name of the person performing the inspection.
- 3.12 The supervisor provides training to workers to ensure that the purpose of the lockout/tagout procedures is understood. The training includes the following:
  - A. Recognition of hazardous energy sources in the workplace.
  - B. When tagout systems are used, all workers are informed of the following limitation of tags:
    - Tags are warning devices and do not provide the physical restraint that is provided by a lock.
    - When a tag is attached to an energy isolating means, it is not to be removed without authorization of the person responsible for it, and it is never to be bypassed or ignored.
    - Tags must be legible and understandable.
    - Tags must be securely attached so not to be accidentally removed during use.

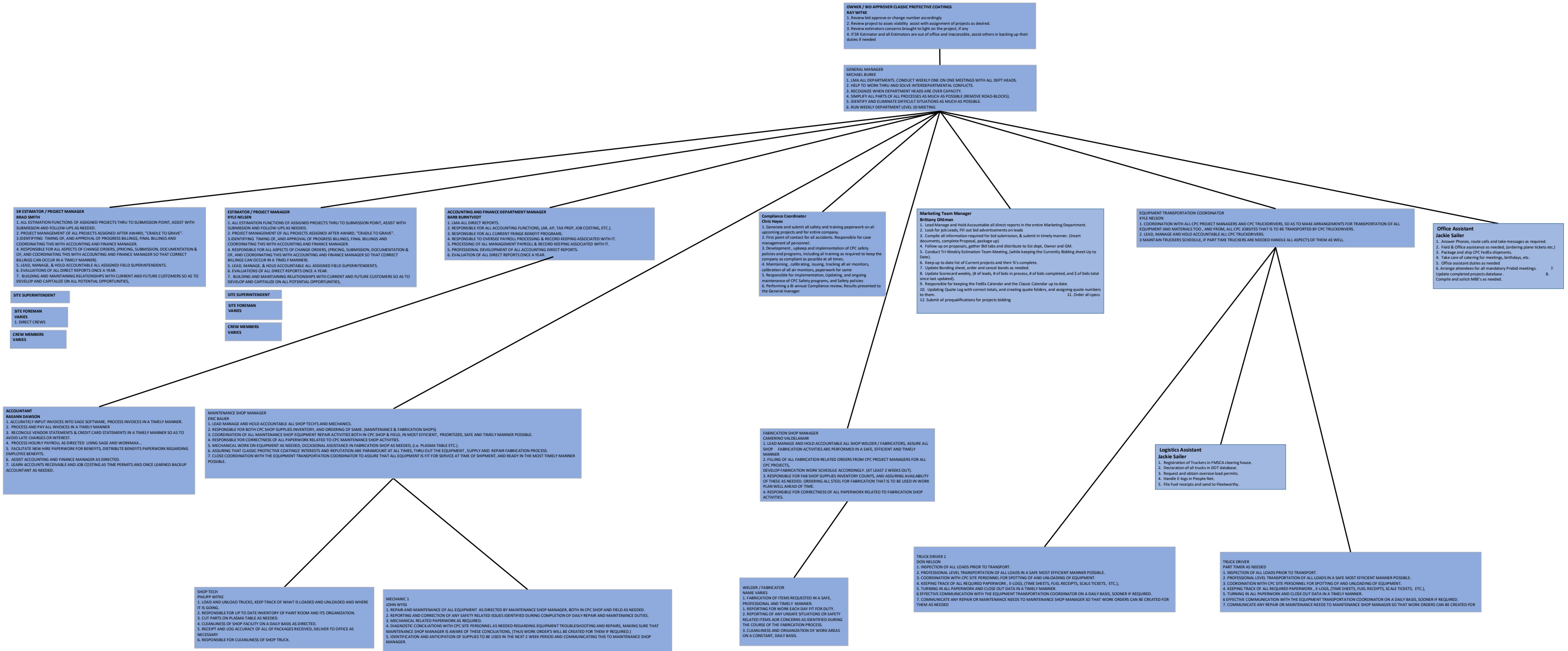
The training provided by the supervisor is kept on record and contains each employee's name and date of training. Retraining is provided whenever there is a change in a worker's job assignment, a change in machines, equipment or process that present a new hazard, or when an inspection reveals a problem with the lockout/tagout procedure or inadequacies in the working knowledge or use of the lockout/tagout procedures.

- 3.13 When servicing or inspecting machinery or equipment, remember these steps:
  - A. Think, plan and check. Identify all parts of any systems that need to be shut down. Determine what switches, equipment, and people will be involved. Carefully plan how restarting will take place.

- B. Communicate. Let all those who need to know that a lockout/tagout procedure is taking place.
- C. Identify all appropriate power sources, whether near or far from the job site. Include electrical circuits, hydraulic and pneumatic systems, spring energy, and gravity systems.
- D. Neutralize all appropriate power at the source. Disconnect electricity. Block movable parts. Release or block spring energy. Drain or bleed hydraulic and pneumatic lines. Lower suspended parts to rest positions.
- E. Lockout all power sources. Each worker should have a personal lock that is not used for any other purpose. You may also use clips, chains and lockout boxes.
- F. Tagout all power sources and machines. Tags should explain the reason for the lockout, your name, how to reach you, and the date and time of tagging. Tag machine controls, pressure lines, starter switches, and suspended parts.
- G. Do a complete test. Double-check all steps above. Do a personal check. Push start buttons, test circuits, and operate valves to test the system and verify that a zero-energy state exists before working on equipment.
- H. A qualified person shall use test equipment to test the circuit elements and electrical parts of equipment to which employees will be exposed and verify that the circuit elements and equipment parts are deenergized. The test shall also determine if any energized condition exists as a result of inadvertently induced voltage or unrelated voltage backfeed even though specific parts of the circuit have been deenergized and presumed to be safe. If the circuit to be tested is over 600 volts, nominal, the test equipment shall be checked for proper operation immediately before and immediately after this test.

**4.0 HAND, POWER AND PNEUMATIC TOOLS**

- 4.1 All hand, power, and pneumatic tools used by employees are maintained in a safe condition. Employees inspect all tools before each day's use. All tools are maintained in a safe manner, free of hazards or defects. Tools found to be defective or unsafe are removed from service and tagged as unsafe to use until repairs can be made.
- 4.2 All hand, power, and pneumatic tools are equipped, inspected, guarded, used, and maintained according to the manufacturer's specifications and limitations and OSHA standards 29 CFR 1926.300-305, Tools - Hand and Power.
- 4.3 All hand, power, and pneumatic tools are not to be modified in any way that is not approved by the manufacturer.
- 4.4 All electric power tools are UL approved and equipped and used only as specified by the manufacturer.
- 4.5 Industrial grade safety glasses or goggles are worn by all employees using hand, power, and pneumatic tools. Loose clothing, neckties, or hooded sweatshirts with tie strings are not permitted to be worn by employees using power or pneumatic tools.
- 4.6 Supervisors are responsible for ensuring the proper selection, inspection, guarding, use, and maintenance of all hand, power, and pneumatic tools.



## 2017-2021 Project References

1	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	San Jacinto River Authority 1577 Dam Site Road Conroe, TX 77304 Kim Robbins Phone: 218-367-9511 Email: krobbins@sjra.org	Dunham Engineering, Inc. 6102 Imperial Loop College Station, TX 77845 Wesley Oatman Phone: 979-690-6555 Email: Wesley@DunhamEngineering.com	10/13/2020 - 6/7/2021  Project Manager: Brad Smith Project Supervisor: Jorge Juarez Project Description: <i>Complete interior wet and dry</i> <i>Exterior protective coating replacement</i> <i>Logo, containment, miscellaneous repairs</i>	500,000 Singleped Woodlands, TX Tank
	Contract Price: \$544,950.00			
2	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	Town of Cary, NC 316 N Academy Street Cary, NC 27513 Alex Lopez Phone: 919-469-7817 Email: alex.lopez@townofcary.org	Hazen and Sawyer 4011 Westchase Blvd Ste 500 Raleigh, NC 27607-3949 Jason Cook Phone: 919-863-9252 Email: jcook@hazenandsawer.com	1/4/2021 - 5/15/2021  Project Manager: Brad Smith Project Supervisor: Jorge Juarez Project Description: <i>Exterior spot repair and full over coat</i> <i>Interior dry spot repair, Interior wet full blast</i> <i>Misc. rehabilitating repairs, containment</i>	2 MG Hydropillar Carpenter Water Tank
	Contract Price: \$644,400.00			
3	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	Design One of Eden Prairie, MN 9973 Valley View Road Eden Prairie, MN 55344 Jeremy Kukowski Phone: 612-260-1667 Email: jkukowski@design1ep.com	SEH 100 N 6th Street Minneapolis, MN 55403 Dan Zienty Phone: 612-280-3450 Email: dzienty@sehinc.com	12/15/2020 - 5/15/2021  Project Manager: Brad Smith Project Supervisor: Project Description: <i>New roof antenna railing</i> <i>Coating Repairs to the Interior Wet</i>	Antenna Upgrade Elkland Elevated Water Tower Elk River, MN
	Contract Price: \$88,970.00			
4	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	City of Prescott, WI 800 Borner Street Prescott, WI 54021 Dennis Eaton Phone: 715-262-5207 Email: deaton@prescottcity.org	KLM 1976 Wooddale Drive, Suite 4 Woodbury, MN 55125 Jerry Tell Phone: 651-773-5111 Email: jtell@klmengineering.com	8/2/2021 - 10/4/2021  Project Manager: Brad Smith Project Supervisor: Project Description: <i>Full abrasive blast exterior and interior wet</i> <i>Containment</i> <i>Miscellaneous repairs and painting</i>	250,000 Elevated Reservoir Tower Number Two Tank
	Contract Price: \$368,950.00			

## 2017-2021 Project References

5	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	Huntsville Utilities, AL 112 Spragins Street Huntsville, AL 35801	Dixon Engineering, Inc. 1104 3rd Avenue Lake Odessa, MI 48849	1/4/2021 - 4/15/2021	200,000 Singleped Russell Hill #2
	Jim Lawson Phone: 256-535-1498 Email: jim.lawson@hsvutil.org	Rob Burckley Phone: 502-708-5369 Email: rob.burckley@dixonengineering.net	Project Manager: Kyle Nelsen Project Supervisor: Mino Olvera	2-150,000 Gallon Legged Monte Sano and Southwest Washwater
			Project Description: <i>Exterior full blast with containment, wet interior repaint, dry interior partial repaint</i>	Russell Hill #2 Tank
	Contract Price: \$385,550.00		<i>Exterior full blast with containment, wet interior repaint</i>	Monte Sano Tank
			<i>Exterior overcoat, wet interior repaint, seam sealer, exterior repaint, containment</i>	Southwest Washwater Tank
6	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	City of Wentzville, MO 1001 Schroeder Creek Blvd. Wentzville, MO 63385	Tank Industry Consultants 7740 W New York Street Indianapolis, IN 46214	3/15/2021 - 5/13/2021	1 MG Singleped Tank #1
	Alice Winkelman Phone: 636-639-2026 Email: alice.winkelman@wentzvillemo.org	Patrick Brown Phone: 317-271-3100 Email: brown@tankindustry.com	Project Manager: Kyle Nelsen Project Supervisor: Jorge Juarez	
			Project Description: <i>Exterior abrasive blast Containment Miscellaneous repairs and painting Logo</i>	
	Contract Price: \$472,250.00			
7	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	Louisville Water Company 550 South Third Street Louisville, KY 40202	Louisville Water Company 550 South Third Street Louisville, KY 40202	10/15/2020 - 4/8/2021	1 MG Composite Reamers Road Tank
	Renee Fromme Phone: 502-569-3600 Ext 2300 Email: rfromme@lwcky.com	Yolanda Allen Phone: 502-569-3600 Ext 2413 Email: yallen@lwcky.com	Project Manager: Kyle Nelsen Project Supervisor: Eulogio Valdelamar	
			Project Description: <i>Exterior full blast and powercoat Interior wet full blast Containment</i>	
	Contract Price: \$787,958.00			
8	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	State of Wisconsin - Dept. of Corrections Irma, Division of Facilities Development 101 E. Wilson St., 7th Floor Madison, WI 53703	Ruekert & Mielke, Inc. 1400 Lombardi Ave, Suite 101S Green Bay, WI 54304	4/1/2021 - 5/28/2021	200,000 Standpipe Lincoln Hills/Copper Lake School Tank
	Katherine Kalscheur Phone: 608-267-0509 Email: Katherine.Kalscheur@wisconsin.gov	Kevin Wagner Phone: 920-309-3246 Email: info@ruekert-mielke.com	Project Manager: Kyle Nelsen Project Supervisor: Efrain Valdelamar	
			Project Description: <i>Full abrasive blast, cleaning and painting the exterior and interior wet Containment, lead, miscellaneous repairs</i>	
	Contract Price: \$331,900.00			

## 2017-2021 Project References

9	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	City of Minnetonka 14600 Minnetonka Boulevard Minnetonka, MN 55435	SEH Design/Build 3535 Vadnais Center Drive St. Paul, MN 55110	5/17/2021 - 8/17/2021	1 MG Single Ped Woodland Hills Tank
	Tom Pletcher Phone: 952-988-8427 Email: tpletcher@minnetonka.com	Pat Skodje Phone: 763-482-9542 Email: pskodje@sehinc.com	Project Manager: Kyle Nelsen Project Supervisor: Efrain Valdelamar	
	Contract Price: \$705,600.00		Project Description: <i>Exterior and Interior Wet/Dry Abrasive Blast</i> <i>Full Containment</i> <i>Miscellaneous repairs</i> <i>Interior and exterior tank coatings</i>	
10	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	Village of Plover, Wisconsin 2400 Post Road PO Box 37 Plover, WI 54467	SEH Design/Build 3535 Vadnais Center Drive St. Paul, MN 55110	5/17/2021 - 8/17/2021	1 MG Composite Lincoln Avenue Tank
	Matt Saloun Phone: 715-345-5254 Email: Msaloun@ploverwi.gov	Pat Skodje Phone: 763-482-9542 Email: pskodje@sehinc.com	Project Manager: Kyle Nelsen Project Supervisor: Kito Valdelamar	
	Contract Price: \$516,375.00		Project Description: <i>Exterior abrasive blast</i> <i>Interior wet abrasive blast</i> <i>Remove and replace existing roof</i> <i>Miscellaneous repairs, containment</i>	
11	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Fargo, ND	Steve Sprague 225 4th Street North Fargo, ND 58102	5/15/2020 - 11/1/2020	1,000,000 Gallon Single Pedestal #7 500,000 Gallon Single Pedestal #4
	Engineer Contact AE2S	Kami Emineth 4170 28th Ave. S, Fargo, ND 58104 Phone: 701-221-0530	Project Manager: Brad Smith Project Supervisor: Efrain Valdelamar Contract Price: \$1,573,925.00 Project Description: <i>Exterior full blast &amp; coat</i> <i>Interior Wet and Dry full blast and coat</i> <i>Full Containment - Structural Modifications</i>	
12	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Champlin, MN	Greg Johnson 11955 Champlin Dr. Champlin, MN 55316	7/20/2020 - 9/25/2020	1,000,000 Gallon Hydropiller
	Engineer Contact WSB & Associates	Greg Johnson - 651-286-8450 178 East 9th St, Suite 200 St. Paul, MN 55101	Project Manager: Kyle Nelsen Project Supervisor: Kito Valdelamar Contract Price: \$1,269,958.00 Project Description: <i>Exterior full blast &amp; coat</i> <i>Interior Wet and Dry full blast and coat</i> <i>Full Containment</i>	



## 2017-2021 Project References

13	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Hudson, WI	Kip Peters - Utility Director 505 3rd Street Hudson, WI 54016 Phone: 715-386-4760 Contract Price: \$369,485.00	8/4/2020 - 9/11/2020  Project Manager: Kyle Nelsen Project Supervisor: Jason Valdelamar Project Description: <i>Exterior full blast &amp; coat</i>	150,000 Gallon Legged     Wisconsin Street Water Tower
	Engineer Contact S.E.H.	Jana Nyhagen 651-490-2000 156 High Street Suite 300 New Richmond, WI 54017	<i>Interior Wet and Dry full blast and coat</i> <i>Full Containment</i> <i>Structural modifications</i>	
14	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Village of Dresser, WI	Bryan Raddatz 335 East Avenue South Dresser, WI 54009 Phone: 715-755-2940 Contract Price: \$544,958.00	7/13/2020 - 8/31/2020  Project Manager: Brad Smith Project Supervisor: Noe Ledezma Project Description:	200,000 Gallon Legged
	Engineer Contact KLM	Scott Kriese 651-755-8664 1976 Wooddale Drive Suite 4 Woodbury, MN 55125	<i>Exterior full blast</i> <i>Interior wet full blast</i> <i>Full Containment - Misc structural repairs</i>	
15	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Wyoming, MN	26885 Forest Boulevard Wyoming, MN 55092 Contract Price: \$520,458.00	6/1/2020 - 9/30/2020  Project Manager: Brad Smith Project Supervisor: Javier Desantiago	300,000 Gallon Legged
	Engineer Contact WSB Engineers	Greg Johnson 178 East 9th St, Suite 200 St. Paul, MN 55101 Phone: 651-286-8450	Project Description: <i>Exterior full blast, structural repairs</i> <i>Interior wet and dry full blast, containment</i>	
16	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Sioux Falls, SD	Darin Freeze Phone: 605-251-1037 Contract Price: \$787,958.00	8/3/2020 - 10/20/2020  Project Manager: Brad Smith Project Supervisor: Jorge Juarez Project Description:	500,000 Gallon Single Pedestal   1.5 MG Composite - touch up
	Engineer Contact KLM	Scott Kriese 1976 Wooddale Drive Suite 4 Woodbury, MN 55125 Phone: 651-733-5111	<i>Interior wet &amp; dry full blast</i> <i>Exterior full blast, structural repairs</i> <i>Full containment</i>	

## 2017-2021 Project References

17	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of Tonka Bay, MN	Robin Bowman	8/26/2020 - 11/4/2020	200,000 Gallon Single Pedestal
		4901 Manitou Road		
		Tonka Bay, MN 55331	Project Manager: Kyle Nelsen	
		Phone: 952-288-9833	Project Supervisor: Noe Ledezma	
		Contract Price: \$435,850.00		
	Engineer Contact	Greg Johnson	Project Description:	
	WSB	178 East 9th St, Suite 200	<i>Interior wet &amp; dry full blast</i>	
		St. Paul, MN 55101	<i>Exterior full blast, structural repairs</i>	
		Phone: 651-286-8450	<i>Full containment</i>	
18	Owner/Contract	Contact Info	Start/Complete	Tank Size
	Louisville Water Company, KY	Yolanda Allen	10/1/2020 - 12/15/2020	1 MG Gallon Composite
		13401 Reamers Rd		
		Louisville, KY 40299	Project Manager: Kyle Nelsen	
		Phone: 502-821-0413	Project Supervisor: Kito Valdelamar	
		Contract Price: \$787,958.00		
	Engineer Contact	Renne Fromme	Project Description:	
	City	Louisville Water Company	<i>Interior wet full blast</i>	
		550 South Third Street	<i>Exterior dry brush blast</i>	
		Louisville, KY 40202	<i>Full Containment</i>	
		Phone: 502-569-3600 Ext. 2300	<i>Misc. Repairs</i>	
19	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of Alamosa, CO	704 Bell Avenue	9/22/2020 - 11/15/2020	500,000 Gallon Single Pedestal
		Alamosa, CO 81101		
		Phone: 719-589-2593	Project Manager: Brad Smith	
		Contract Price: \$360,800.00	Project Supervisor: Efrain Valdelamar	
	Engineer Contact	Scott Kriese	Project Description:	
	KLM	1976 Wooddale Drive Suite 4	<i>Exterior abrasive blast</i>	
		Woodbury, MN 55125	<i>Full Containment</i>	
		Phone: 651-733-5111	<i>Structural modifications</i>	
20	Owner/Contract	Contact Info	Start/Complete	Tank Size
	CEG New Palestine, IN	David Williams	10/12/2020 - 12/4/2020	1 MG Gallon Composite
		2511 South 600 West		
		New Palestine, IN 64163	Project Manager: Brad Smith	
		Phone: 317-918-7489	Project Supervisor: Mino Olvera	
		Contract Price: \$379,858.00	Project Description:	
	Engineer Contact	Dustin Reed, P.E.	<i>Exterior power wash and overcoat</i>	
	City	Phone: 318-489-8639	<i>Interior wet/dry spot clean, new logo, misc. repairs</i>	

## 2017-2021 Project References

21	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of Pipestone, MN #2	849 5th Avenue SW Pipestone, MN 56164	5/25/2020 - 6/12/2020	250,000 Gallon Multi-Legged
	Owner Contact	Joel Adelman Phone: 507-820-1008 Contract Price: \$466,900.00	Project Manager: Brad Smith Project Supervisor: Kito Valdelamar	
	Engineer Contact	Travis Winter	Project Description:	
	Bolton & Menk	1501 South State Street, Suite 100 Fairmont, MN 56031-4467 Phone: 507-238-4738 ext. 2643	<i>Exterior blast and coat</i> <i>interior blast and coat</i> <i>Full Containment, structural repairs</i>	
22	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of Pipestone, MN #1	1881 Forman Drive Pipestone, MN 56164	6/8/2020 - 8/24/2020	500,000 Gallon Hydropillar
	Owner Contact	Joel Adelman Phone: 507-820-1008 Contract Price: \$701,050.00	Project Manager: Brad Smith Project Supervisor: Kito Valdelamar Project Description:	
	Engineer Contact	Travis Winter	<i>Exterior/Interior blast and coat</i>	
	Bolton & Menk	1501 South State Street, Suite 100 Fairmont, MN 56031-4467	<i>Interior dry Complete blast and coat</i> <i>Lead interior dry, full containment, structural repairs</i>	
23	Owner/Contract	Contact Info	Start/Complete	Tank Size
	Elk River Muncipal Utilities, MN	19533 Auburn Street Elk River, MN 55330	9/15/2019 - 5/4/2020	500,000 Gallon Single Pedestal
	Owner Contact	Eric Volk Phone: 763-635-1361 Contract Price: \$497,350.00	Project Manager: Brad Smith Project Supervisor: Efrain Valdelamar Project Description:	
	Engineer Contact	Kelly Mulhern	<i>Interior and Exterior abrasive blast and Paint</i>	
	Badger State Inspection	Phone: 715-533-8686	<i>Dry localized blast and paint</i>	
24	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of New Rockford, ND	437 4th Ave S New Rockford, ND 58356	5/18/2020 - 8/5/2020	250,000 Gallon Double Ellipsoidal Legged
	Owner Contact	Bruce Hirschert Phone: 701-947-2461 Contract Price: \$579,958.00	Project Manager: Kyle Nelson Project Supervisor: Efrain Valdelamar Project Description:	
	Engineer Contact	Wade Senger	<i>Exterior and Interior Complete, partial dry</i>	
	Interstate Engineering, Inc.	PO Box 2035 Jamestown, ND 58401	<i>misc. structural repairs</i> <i>Full containment</i>	
	Phone: 701-840-8307			

## 2017-2021 Project References

25	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of Randolph, MN	29186 Daniel Avenue Randolph, MN 55065	4/15/2020 - 6/27/2020	100,000 Gallon Multi-Legged
	Owner Contact	Bryce Pressnall Phone: 612-709-7738	Project Manager: Brad Smith Project Supervisor: Jason Valdelamar	
	Engineer Contact	Scott Kriese 1976 Wooddale Drive Suite 4 Woodbury, MN 55125	Contract Price: \$546,858.00 Project Description: <i>Exterior and Interior Complete misc. structural repairs Full containment- tank mixer</i>	
	KLM Phone: 651-755-8664			
26	Owner/Contract	Contact Info	Start/Complete	Tank Size
	Westbrook Public Utilities, MN	Dan Joel Office: 507-274-6712 Email: drjoel76@gmail.com	7/13/2020 - 8/31/2020	200,000 Gallon Legged
	Engineer Contact	Scott Kriese 1976 Wooddale Drive Suite 4 Woodbury, MN 55125	Contract Price: \$483,958.00 Project Description: <i>Exterior and interior complete, 2-tone Handrails, manways, remove cage, riser grate, pressure manway, vent</i>	
	KLM Phone: 651-755-8664			
27	Owner/Contract	Contact Info	Start/Complete	Tank Size
	Oconomowoc, WI	Scott Osborn 808 S Worthington St. Oconomowoc, WI 53066	4/15/2020 - 6/30/2020	500,000 East Standpipe 500,000 West Standpipe 500,000 North Spheroid
	Engineer Contact	Jana Nyhagen 3535 Vadnais Center Drive St. Paul, MN 55110	Contract Price: \$434,000.00 Project Description: <i>Exterior and interior complete misc. structural repairs, full containment On going tank maintenance</i>	
	S.E.H. Design / Build Phone: 651-490-2000			
28	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of White Bear Lake, MN	4636 Centerville Rd White Bear Lake, MN 55127	6/9/2020 - 8/12/2020	1,000,000 Hydropillar
	Owner Contact	Paul Kauppi Phone: 651-429-8531 Contract Price: \$854,350.00	Project Manager: Kyle Nelson Project Supervisor: Jorge Juarez	
	Engineer Contact	Chad Katzenberger 416 South 6th Street, Suite 200 Brainerd, MN 56401-3540	Project Description: <i>Exterior and interior complete Misc. structural repairs Containment - Tank Mural</i>	
	S.E.H. Phone: 218-855-1720			

## 2017-2021 Project References

29	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of Lakeville, MN	17100 Ipava Ave Lakeville, MN 55044	8/17/2020 - 9/21/2020	750,000 Hydropillar
		Ken Seurer Phone: 952-985-2740	Project Manager: Brad Smith Project Supervisor: Noe Ledesma	
		Contract Price: \$86,950.00		
	Engineer Contact S.E.H.	Patrick Skodje 3535 Vadnais Center Drive St. Paul, MN 55110	Project Description: <i>Exterior shell logo white out and finish coat three new logos, tank mixer</i>	
	Phone: 763-482-9542			
30	Owner/Contract	Contact Info	Start/Complete	Tank Size
	Citizens Energy Group Indianapolis, IN	20 South Edmondson Avenue Indianapolis, IN 46219	2/11/2020 - 7/31/2020	4MG Ground Storage Tank Edmondson Tank
		Dustin Reed, Phone: 318-489-8639 Contract Price: \$1,268,950.00	Project Manager: Brad Smith Project Supervisor: Jorge Juarez	
	Engineer Contact Tank Industry Consultants	7740 W. New York Street Indianapolis, IN 46214 Phone: 317-271-3100	Project Description: <i>Lead Abatement Exterior and Interior Complete Structural Repairs</i>	
31	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of Appleton, WI	Chris Shaw 100 North Appleton Street Appleton, WI 54911	8/12/2019 - 12/17/2019	2,000,000 Gallon Lindbergh Standpipe
		Phone: 920-832-5945 Contract Price: \$686,795.00	Project Supervisor: Kito Valdelamar Project Description:	
	Engineer Contact Strand Associates, Inc.	Ryan Wood 910 West Wingra Drive Madison, WI 53715 Phone: 608-251-4843	<i>Interior Wet- full abrasive blast Exterior- full abrasive blast Misc. Repairs</i>	
32	Owner/Contract	Contact Info	Start/Complete	Tank Size
	City of Farmington, MN	Katy Gehler, P.E. 430 Third Street Farmington, MN 55024	4/16/2019 - 7/9/2019	1.5 MG Hydropillar Tower Number One
		Phone: 612-280-6841 Contract Price: \$1,422,370.00	Project Supervisor: Eulogio Valdelamar Project Description:	
	Engineer Contact KLM	Scott Kriese 1976 Wooddale Drive, Suite 4 Woodbury, MN 55125 Phone: 651-755-8664	<i>Interior Wet- full abrasive blast Interior Dry- spot blast Exterior- full abrasive blast Full Containment, Misc. Repairs</i>	

## 2017-2021 Project References

33	Owner/Contact	Contact Info	Start/Complete	Tank Size
	US Coast Guard- Elizabeth City, NC	Dean Halstead - Project Manager 1240 East 9th St. Rm 2179 Cleveland, OH 44199	3/4/2019 - 5/25/2019	300,000 Single Pedestal Spheroid
		Phone: 252-331-5788	Project Manager: Kyle Nelsen	
		Contract Price: \$ 411,045.00	Project Supervisor: Javier Desantiago	
			Project Description:	
			<i>Interior Dry pressure wash, spot blast</i>	
			<i>Interior Wet- full abrasive blast</i>	
34	Owner/Contact	Contact Info	Start/Complete	Tank Size
	University of Minnesota	Julee Taylor, LEED AP 400 Donhowe Building 319 15th Avenue SE Minneapolis, MN 55455	6/5/2019 - 7/9/2019	150,000 Spherical University Tank
		Phone: 612-626-7007	Project Manager: Brad Smith/ Kyle Nelsen	
		Contract Price: \$ 446,882.00	Project Supervisor: Efrain Valdelamar	
	Engineer Contact	Chris Wolfgram, CWI	Project Description:	
	Short Elliot Hendrickson	3535 Vadnais Center Drive St. Paul, MN 55110	<i>Interior Wet- full abrasive blast</i>	
		Phone: 651-318-0360	<i>Interior Dry- full abrasive blast</i>	
			<i>Full Containment</i>	
			<i>Misc. Repairs</i>	
35	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Gillette, WY	Seth Morris 201 E 5th St. Gillette, WY 82716	5/17/2019 - 7/23/2019	2 MG Ground
		Phone: 307-686-5265	Project Manager: Kyle Nelsen	
		Contract Price: \$ 889,750.00	Project Supervisor: Jorge Juarez	
	Engineer Contact	Zane Green	Project Description:	
	Morrison-Maierle, Inc.	2200 Foothills Blvd. Suite A Gillette, WY 82716	<i>Interior Wet- full abrasive blast</i>	
		Phone: 307-685-3780	<i>Exterior- full abrasive blast</i>	
			<i>Full Containment</i>	
			<i>Misc. Repairs, Lead Job</i>	
36	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Eveleth, MN	Jerry Rosati- Public Works Director 413 Pierce Street Eveleth, MN 55734	6/17/2019 - 8/12/2019	750,000 Legged West Tower
		Phone: 218-744-7444	Project Manager: Brad Smith	
		Contract Price: \$ 1,264,000.00	Project Supervisor: Gulliermino Olvera	
	Engineer Contact	Jeremy Schwarze	Project Description:	
	Benchmark Engineering, Inc.	8878 Main Street Mountain Iron, MN 55768	<i>Interior Wet- full abrasive blast</i>	
		Phone: 651-773-5111	<i>Exterior - full abrasive blast</i>	
			<i>Full Containment</i>	

## 2017-2021 Project References

37	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Waite Park, MN	Bill Schluenz	5/16/2019 - 7/17/2019	500,000 Single Pedestal
		19-13th Avenue North	Project Manager: Brad Smith	North Tower
		Waite Park, MN 56387	Project Supervisor: Jacinto Valdelamar	
		Phone: 320-229-8719		
		Contract Price: \$ 453,046.00	Project Description:	
			<i>Interior Dry- power tool clean</i>	
	Engineer Contact	Jana Nyhagen	<i>Interior Wet- full abrasive blast</i>	
	S.E.H Engineering, Inc.	156 High Stet Suite 300	<i>Exterior- full abrasive blast</i>	
		New Richmond, WI 54017	<i>Full Containment</i>	
		Phone: 715-861-4869	<i>Misc. Repairs</i>	
38	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Wamego, KS	Dale Culbertson - Construction Manager	4/29/2019 - 5/31/2019	500,000 Single Pedestal
		430 Lincoln Ave		BG Project No. 17-1484M
		Wamego, KS 66547	Project Manager: Brad Smith	
		Phone: 785-456-9119	Project Supervisor: Jacinto Valdelamar	
		Contract Price: \$133,500.00	Project Description:	
	Engineer Contact	Thaniel Monaco	<i>Solvent cleaning on pedestal/cone</i>	
	BG Consultants, Inc.	4806 Vue DuLac Place	<i>section, as well as the decorative bowl</i>	
		Manhattan, KS 66503	<i>Overcoat</i>	
		Phone: 785-537-7448		
39	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Temple, TX	Sharon Carlos, P.E. - Project Engineer	12/10/2018 - 6/15/2019	1.0 MG Legged
		401 N 3rd St.		Scott Tank
		Temple, TX 76501	Project Manager: Brad Smith	
		Phone: 254-298-5152	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$1,302,080.00	Project Description:	
	Engineer Contact	Sean Mason, P.E	<i>Full interior and exterior abrasive</i>	
	Kim Lee Horn	2600 Via Fortuna Bldg. 1, Ste 300	<i>blast, Full Containment and</i>	
		Austin, TX 78746	<i>Misc. Structural Repairs</i>	
		Phone: 512-646-2238		
40	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Tinker AFB, OK	Tunheim Construction, LLC	10/29/2018 - 1/29/2019	500,000 Legged - Tank 406
		Tony Luchsinger- Project Manager		
		3950 25th St. North	Project Manager: Kyle Nelsen	500,000 Legged - Tank 407
		Fargo, ND 58102	Project Supervisor: Gullermino Olvera	
		Phone: 763-228-7668	Project Description: Tanks 406 & 407	
		Contract Price: \$718,300.00	<i>Exterior- pressure wash and spot</i>	
			<i>clean, Reapply existing logos and</i>	
			<i>Full Containment</i>	

## 2017-2021 Project References

41	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Little Elm, TX	Wesley Brandon, P.E- Town Engineer	1/15/2019 - 1/21/2019 - Mansell Tank	2 MG Ground - Mansell Tank
		100 West Eldorado Pkwy	1/4/2018 - 1/27/2019 - Eldorado Tank	2 MG Composite - Eldorado Tank
		Little Elm, TX 75068	Project Manager: Brad Smith	
		Phone: 214-793-5512	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$1,376,160.00	Eulogio Valdelamar	
			Project Description: Mansell Tank	
			<i>Full interior blast and exterior</i>	
	Engineer Contact	Charles Kuchen	<i>full blast, Misc. Improvements and localized containment</i>	
	Freese and Nichols, Inc	1251 Sadler Drive Building One, Suite 1150	Project Description: Eldorado Tank	
		San Marcos, TX 78666	<i>Interior Wet and Dry - power tool clean</i>	
		Phone: 214-709-7868	<i>Exterior power tool clean, Misc. Structural Repairs</i>	
42	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Brighton, CO	Mark Danforth- Utility Engineer	10/22/2018 - 5/30/2019	8.3 MG Ground - Tank 3
		4350 East Bromley Lane		
		Brighton, CO 80601	Project Manager: Brad Smith	
		Phone: 720-641-3927	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$2,060,000.00	Project Description:	
			<i>Full interior and exterior abrasive blast with use of Faster Blaster</i>	
	Engineer Contact	Jana Nyhagen 715-861-4869	<i>Localized Containment</i>	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Misc. Structural Repairs</i>	
		New Richmond, WI 54017		
43	Owner/Contact	Contact Info	Start/Complete	Tank Size
	A&M University, Prairie View, TX	Facilities Service	2/12/2019 - 5/17/2019	1.0 MG Ground
		580 Anne Preston Street	Project Manager: Kyle Nelsen	A&M University Tank
		Prairie View, TX 77445	Project Supervisor: Jacinto Valdelamar	
		Kimberly Morisak		
		Phone: 281-850-5755	Project Description:	
		Contract Price: \$625,950.00	<i>Interior Wet- brush blast</i>	
	Engineer Contact	Travis Tatum- Project Engineer	<i>Full interior dry and exterior abrasive blast</i>	
	Dunham Engineering	6102 Imperial Loop Dr.	<i>Full Containment</i>	
		College Station, TX 77845	<i>Misc. Structural Repairs</i>	
		Phone: 979-690-6555		



## 2017-2021 Project References

44	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Rosemount, MN	2875 145th Street	8/30/2019 - 10/24/2019	500,000 Gallon Multi-Legged
		Rosemount, MN 55068		Chippendale Tower
		Phone: 651-322-2022	Project Manager: Kyle Nelsen	
		Contract Price: \$569,850.00	Project Supervisor: Mino Olvera	
	Engineer Contact	Scott Kriese	Project Description:	
	KLM Engineering, Inc.	1976 Wooddale Drive, Suite 4	<i>Interior wet abrasive blast &amp; coating</i>	
		Woodbury, MN 55125	<i>Exterior abrasive blast, coating &amp; full containment</i>	
		Phone: 651-773-5111	<i>Misc. Repairs</i>	
45	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Plymouth, MN	Kevin Mastery	6/27/2019 - 10/14/2019	1,000,000 Gallon
		3400 Plymouth Boulevard		Elevated Reservoir - Central
		Plymouth, MN 55447	Project Manager: Brad Smith	Tower
		Phone: 763-509-5998	Project Supervisor: Kito Valdelamar	
		Contract Price: \$1,184,500.00	Project Description:	
	Engineer Contact	Scott Kriese	<i>Interior Wet abrasive blast and coat</i>	
	KLM Engineering	1976 Wooddale Drive, Suite 4	<i>Interior Dry abrasive blast and coat</i>	
		Woodbury, MN 55125	<i>Full Exterior abrasive blast and coat</i>	
		Phone: 651-773-5111	<i>Full Containment, Misc./Structural Repairs</i>	
46	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Sartell, MN	John Kothenbeutel	8/12/2019 - 9/7/2019 On going Maintenance	500,000 Gallon Elevated
		125 Pinecone Road North	Project Manager: Brad Smith	Hydropillar - Huntington
		Sartell, MN 56377	Project Supervisor: Efrain Valdelamar	Tower
		Phone: 320-253-2171	Project Description:	
		Contract Price: \$ 688,200.00	<i>Full interior and exterior blast</i>	
	Engineer Contact	Scott Kriese	<i>Painting interior and exterior</i>	
	KLM Engineering	1976 Wooddale Drive, Suite 4	<i>localized dry surfaces</i>	
		Woodbury, MN 55125	<i>Full Containment</i>	
		Phone: 651-773-5111	<i>Misc. Structural Repairs</i>	
47	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Virginia, MN	Nancy Graham	2019 - Water Tank Maintenance	2.0 MG Standpipe
		PO Box 1048		Hospital High Tower
		Virginia, MN 55792	Project Manager: Brad Smith	
		Phone: 218-780-3021	Project Supervisor: Jorge Juarez	
	Engineer Contact	Jana Nyhagen	Project Description:	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Water Tank Maintenance</i>	
	Phone: 715-861-4869	New Richmond, WI 54017		

## 2017-2021 Project References

48	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Biwabik, MN	Jeff Jacobson 403 4th Street No. Biwabik, MN 55708 Phone: 218-290-5326 Contract Price: \$505,383.00	2019 Water Tank Maintenance	900,000 Standpipe Water Tower
	Engineer Contact	Jana Nyhagen 715-861-4869	Project Manager: Brad Smith	
	S.E.H Engineering, Inc.	156 High Street Suite 300	Project Supervisor: Mino Olvera	
	Phone: 715-861-4869	New Richmond, WI 54017	Project Description: <i>Water tank maintenance</i>	
49	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Mora Municipal Utilities - Mora, MN	Joe Kohlgraf 410 Railroad Avenue NE Mora, MN 55051 Phone: 5612-390-8217 Contract Price: \$316,150.00	7/10/2018 - Ongoing maintenance work	500,000 Gallon Hydropiller
	Engineer Contact	Jana Nyhagen	Project Manager: Brad Smith	
	SEH Design Build, Inc.	156 High Street Suite 300 New Richmond, WI 54017 Phone: 715-246-9906	Project Supervisor: Mino Olvera	
			Project Description: <i>Exterior Surface Prep, Prime and Finish Coat Wet and Dry Structural Modifications Dry Interior Prep, Prime and Finish Coat Wet Interior, Complete, Full Containment</i>	
50	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Plymouth, MN	Kevin Mastery 4425 Zachery Lane Plymouth, MN 55447 Phone: 763-509-5998 Contract Price: \$1,452,364.00	4/15/2018 - 7/24/2018	2,000,000 MG Elevated Water Tank Zachary Tower
	Engineer Contact	Shawn Mulhern	Project Manager: Brad Smith	
	KLM Engineering	1976 Wooddale Drive, Suite 4 Woodbury, MN 55125	Project Supervisor: Kito Valdelamar	
	Phone: 651-773-5111		Project Description: <i>Full Containment on going tank maintenance</i>	
51	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Owatonna, MN	Myron Volker 1612 Austin Road Owatonna, MN 55050 Phone: 507-456-5171 Contract Price: \$288,125.00	7/9/2018 - 8/15/2018	1 MG Ground Morehouse Park 750,000 Gallon Elevated Tower Number 7
	Engineer Contact	Scott Kriese	Project Manager: Brad Smith	
	KLM Engineering	2200 Foothills Blvd. Suite A Gillette, WY 82716 Phone: 651-733-5111	Project Supervisor: Guillermino Olvera	
			Project Description: Morehouse Tank <i>Exterior- roof sweep abrasive blast Spot Prime, tie and finish Coat Project Description: Tower Number 7 Exterior - Full pressure wash Spot repair, full intermediate coat Full finish coat, replace logo</i>	

## 2017-2021 Project References

52	Owner/Contact	Contact Info	Start/Complete	Tank Size
	3M Wausau, WI	Robert D. Boeger- Resident Engineer 144 Rosecrans St. Wausau, WI 54401	9/29/2018 - 11/9/2018	100,000 Legged Greystone Tank
		Phone: 715-845-0292	Project Manager: Kyle Nelsen	
		Contract Price: \$425,620.00	Project Supervisor: Efrain Valdelamar	
			Project Description:	
			<i>Interior Wet- full abrasive blast</i>	
			<i>Exterior- full abrasive blast</i>	
	Private Job- MSHA		<i>Full Containment</i>	
			<i>Misc. Structural Repairs</i>	
53	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of St. Cloud, MN	Lisa Vollbrecht - Assistant Public Utilities Director 400 Second Street South St. Cloud, MN 56301	7/16/2018 - 10/22/2018	1.5 MG Hydropillar West Tower
		Phone: 320-650-2834	Project Manager: Brad Smith	
		Contract Price: \$1,364,650.00	Project Supervisor: Eulogio Valdelamar	
	Engineer Contact	Bob Schlieman, P.E.	Project Description:	
	Apex Engineering Group, Inc.	920 McKinney Ave Detroit Lakes, MN 56501	<i>Interior Wet- full abrasive blast and coat</i>	
		Phone: 218-841-1284	<i>Interior Dry- localized blast and coat</i>	
			<i>Exterior- full abrasive blast and coat</i>	
			<i>Full Containment - tank mural</i>	
			<i>Misc. Structural Repairs</i>	
54	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Wheaton, MN	Amy Olson - City Administrator 104 9th St. North Wheaton, MN 53296	8/28/2018 - 10/24/2018	400,000 Single Pedestal Tower Number One
		Phone: 320-563-4110	Project Manager: Kyle Nelsen	
		Contract Price: \$590,800.00	Project Supervisor: Guillermino Olvera	
			Project Description:	
	Engineer Contact	Tyson Hajicek, P.E.	<i>Interior Wet- full abrasive blast</i>	
	Moore Engineering	1808 East Fir Avenue Fergus Falls MN, 56537	<i>Interior Dry- spot Repair</i>	
		Phone: 218-998-4041	<i>Exterior- full abrasive blast</i>	
			<i>Full Containment</i>	
			<i>Misc. Structural Repairs</i>	
55	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Berkeley County Public Service Water District, Martinsburg, WV	Brian Shade - Water Supervisor 251 Caperton Boulevard Martinsburg, WV 25403	2/26/2018 - 9/21/2018	200,000 Single Pedestal - Ridgeway Tank
		Phone: 304-267-4600	Project Manager: Brad Smith	
		Contract Price: \$1,178,611.00	Project Supervisor: Jacinto Valdelamar	750,000 Hydropillar
	Engineer Contact	Alayna Bigalbal	Project Description: Ridgeway Tank	Duke Tank
	Dewberry Engineers, Inc.	8401 Arlington Boulevard Fairfax, VA 22031	<i>Full interior exterior abrasive blast</i>	
		Phone: 703-208-1747	Project Description: Duke Tank	
			<i>Interior Wet full blast , Interior Dry- power tool clean</i>	
			<i>Exterior - power wash , spot blast, Full Containment</i>	

## 2017-2021 Project References

56	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Moorhead, MN	Marc Pritchard - Water Plant Supervisor	6/4/2018 - 8/13/2018	500,000 Single Pedestal
		500 Center Avenue		Woodland Water Tower
		Moorhead, MN 56561	Project Manager: Brad Smith	
		Phone: 218-477-8072	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$523,865.00	Project Description:	
			<i>Interior wet full abrasive blast</i>	
	Engineer Contact	Scott Kriese	<i>Interior dry- spot blast</i>	
	KLM Engineering	1976 Wooddale Drive, Suite 4	<i>Exterior-full abrasive blast</i>	
		Woodbury, MN 55125	<i>Misc. Structural Repairs, On going tank maintenance</i>	
		Phone: 651-755-8664	<i>Full containment and tank Mural</i>	
57	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Remington, IN	Jonathan Cripe - Town Manager	2/19/2018 - 5/18/2018	250,000 Single Pedestal
		24 South Indiana Street		West Tank
		Remington, IN 47977	Project Manager: Kyle Nelsen	
		Phone: 219-261-2523	Project Supervisor: Guillermino Olvera	
		Contract Price: \$707,100.00	Project Description:	
			<i>Full interior and exterior abrasive blast</i>	
	Engineer Contact	Andrew Gordon	<i>Misc. structural repairs</i>	
	Wessler Engineering	62119 South East. Street	<i>Lead and Chrome on interior dry</i>	
		Indianapolis, IN 46227	<i>Misc. Structural Repairs</i>	
		Phone: 317-788-4551	<i>Full Containment</i>	
58	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Rogers, AR	Stephen T. Ponder - Engineer	1/8/2018 - 3/24/2018	100,000 Legged
		601 South 2nd St.		Prairie Creek Tank
		Rogers, AR 72756	Project Manager: Kyle Nelsen	
		Phone: 479-621-1156	Project Supervisor: Jacinto Valdelamar	
		Contract Price: \$264,300.00	Project Description:	
			<i>Exterior- pressure wash &amp; full abrasive blast</i>	
			<i>Interior wet-pressure wash &amp; full abrasive blast</i>	
			<i>Full Containment, Misc. Structural Repairs</i>	
59	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Brighton, CO	Mark Danforth - Utility Engineer	10/11/2017 - 2/11/2018	3 MG Ground
		4350 East Bromley Lane		160th Ave Tank
		Brighton, CO 80601	Project Manager: Brad Smith	
		Phone: 720-641-3927	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$750,000.00	Project Description:	
			<i>Interior abrasive blast</i>	
	Engineer Contact	Jana Nyhagen	<i>Exterior abrasive blast</i>	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Full Containment</i>	
		New Richmond, WI 54017	<i>Misc. Structural Repairs</i>	
		Phone: 715-861-4869	<i>On going tank maintenance</i>	

## 2017-2021 Project References

60	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Edinburg, TX	Monica L. Perez - Administrative Assistant	10/25/2017 - 3/18/2018	750,000 Hydropillar
		415 W University Drive		South Pin Oak Avenue
		Edinburg, TX 78541	Project Manager: Kyle Nelsen	
		Phone: 956-388-8212	Project Supervisor: Guillermino Olvera	
		Contract Price: \$790,620.00	Project Description:	
	Engineer Contact	Richard Seitz	<i>Full interior and exterior abrasive blast</i>	
	Dannenbaum Engineering Co, LLC.	1109 W Nolana Avenue	<i>Lead on exterior</i>	
		McAllen, TX 78504	<i>Misc. Structural Repairs</i>	
		Phone: 956-682-3677	<i>Full Containment</i>	
61	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Arlington, TX	Justin Kirchdoerfer, P.E. - Civil Utilities Engineer	12/25/2017 - 5/7/2018	2.5 MG Hydropillar
		101 West Abram Street	Project Manager: Brad Smith	Golden West Tank
		Arlington, TX	Project Supervisor: Eulogio Valdelamar	
		Phone: 817-459-6646		
		Contract Price: \$1,164,553.98	Project Description:	
	Engineer Contact	Ray Penny	<i>Full interior wet and exterior abrasive blast</i>	
	Tank Industry Consultants	7740 West New York Street	<i>Interior dry- power tool clean</i>	
		Indianapolis, IN 46214	<i>Misc. Structural Repairs</i>	
		Phone: 832-656-2015	<i>Full Containment</i>	
62	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Woodbury, MN	Mark Wolf	5/7/2018 - 10/1/2018	2 MG Singleped
		2301 Tower Drive		Commonwealth Pedestal
		Woodbury, MN 55125	Project Manager: Brad Smith	Tank
		Phone: 651-414-3411	Project Supervisor: Jorge Juarez	
		Contract Price: \$1,029,923.00	Project Description:	
	Engineer Contact	Jana Nyhagen	<i>Full interior wet and exterior abrasive blast</i>	
	SEH Design Build, Inc.	156 High Street Suite 300	<i>Interior dry- power tool clean</i>	
		New Richmond, WI 54017	<i>Misc. Structural Repairs</i>	
		Phone: 715-246-9906	<i>Full Containment, On-going tank maintenance</i>	
63	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Hot Springs, AR	133 Convention Blvd	8/25/2018 - 10/15/2018	1 MG Elevated Multi-Legged
		Hot Springs, AR 71902		Hollywood Water Tower
		Phone: 501-664-1552	Project Manager: Kyle Nelsen	
		Contract Price: \$ 664,950.00	Project Supervisor: Jason Valdelamar	
			Project Description:	
			<i>Interior Full Blast</i>	
	Engineer Contact	Matt Dunn	<i>Exterior Surface Prep, Prime and Finish Coat</i>	
	Crist Engineers	205 Executive Court	<i>Structural Modifications</i>	
		Little Rock, AR 72205	<i>Misc. Structural Repairs</i>	
		Phone: 501-664-1552	<i>Full Containment</i>	

## 2017-2021 Project References

64	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Baxter, MN	Kevin Cassady 15042 Inglewood Drive Baxter, MN 56425 Phone: 218-454-5116	7/11/2018 - 10/20/2018	750,000 Gallon Hydropillar North Tower
		Contract Price: \$ 734,425.00	Project Manager: Kyle Nelsen Project Supervisor: Jorge Juarez	
	Engineer Contact	Scott Kriese	Project Description:	
	KLM Engineering	1976 Wooddale Drive, Suite 4 Woodbury, MN 55125 Phone: 651-755-8664	<i>Interior Wet abrasive blast and coat</i> <i>Interior Dry localized abrasive blast and coat</i> <i>Full Exterior abrasive blast and coat</i> <i>Full Containment, Misc./Structural Repairs</i>	
65	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Muskego, WI	Scott Kloskowski - Superintendent of Utilities W188 S8273 Mercury Drive Muskego, WI 53150 Phone: 414-416-3266	9/18/2017 - 11/6/2017	250,000 Single Pedestal Mercury Drive
		Contract Price: \$497,288.00	Project Manager: Kyle Nelsen Project Supervisor: Eulogio Valdelamar	
			Project Description:	
	Engineer Contact	Daniel Butler, P.E	<i>Interior Wet- full abrasive blast</i> <i>Interior Dry- spot abrasive blast</i>	
	Ruckert & Mielke, Inc.	W233 N2080 Ridgeview Parkway Waukesha, WI 53188 Phone: 262-542-5733	<i>Exterior- full abrasive blast</i> <i>Full Containment</i> <i>Misc. Structural Repairs</i>	
66	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Menomonie, WI	Jeremy Hoyt - Water Utility Superintendent 621 11th Ave. West Menomonie, WI 54751 Phone: 715-308-1221	3/1/2017 - 6/29/2017	750,000 Single Pedestal South Water Tower #1
		Contract Price: \$546,250.00	Project Manager: Kyle Nelsen Project Supervisor: Efrain Valdelamar	
			Project Description:	
	Engineer Contact	Scott Kriese	<i>Full interior and exterior abrasive blast</i>	
	KLM Engineering	1975 Wooddale Dr. Suite 4 Woodbury, MN 55125 Phone: 651-773-5111	<i>Lead Job</i> <i>Misc. Structural Repairs</i> <i>Full Containment</i>	
67	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of West Fargo, ND	Brian Matzke - Field Contact 800 4th Ave. East West Fargo, ND 58078 Phone: 701-540-8857	Meadow Ridge Tank- 6/1/2017 - 8/25/2017 12th Ave Tank - 8/25/2017 - 10/17/2017	500,000 Single Pedestal 500,000 Single Pedestal
		Contract Price: \$927,035.00	Project Manager: Kyle Nelsen Project Supervisor: Efrain Valdelamar	
			Project Description:	
	Engineer Contact	Tyrel Clark	<i>Both Tanks - Full Containment, Misc. Structural Repairs</i>	
	Moore Engineering	925 10th Ave. E West Fargo, ND 58078 Phone: 701-850-6723	<i>Interior Wet- full abrasive blast</i> <i>Interior Dry- spot abrasive blast</i> <i>Exterior- full abrasive blast</i>	

## 2017-2021 Project References

68	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Pelican Rapids, MN	Terry Gamble - Utility Worker	7/6/2017 - 9/14/2017	500,000 Single Pedestal
		315 North Broadway		8th Avenue Tank
		Pelican Rapids, MN 56572	Project Manager: Kyle Nelsen	
		Phone: 763-614-8995	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$516,950.00		
			Project Description:	
	Engineer Contact	Scott Kriese	<i>Interior Dry- Abrasive Blast (bowl &amp; access tube)</i>	
	KLM Engineering	1976 Wooddale Dr. Suite 4	<i>Exterior- Full abrasive blast</i>	
		Woodbury, MN 55125	<i>Full Containment</i>	
		Phone: 651-773-5111	<i>Misc. Structural Repairs</i>	
69	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Havre, MT	Dave Peterson - Public Works Director	8/28/2017 - 11/17/2017	3.5 MG Ground
		P.O Box 231		West Water Tank
		Havre, MT 59501	Project Manager: Brad Smith	
		Phone: 406-265-4941	Project Supervisor: Guillermino Olvera	
		Contract Price: \$633,900.00		
	Engineer Contact	John Alan	Project Description:	
	NCI Engineering	4509 North Star Blvd	<i>Full interior and exterior abrasive blast</i>	
	Phone: 406-453-5478	Great Falls, MT 59405	<i>Misc. Structural Repairs</i>	
70	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Bradenton, FL	Bruce Hines - Site Manager	7/21/2017 - 8/28/2017	1.1 MG Ground
		1001 13th Ave. East		Tropicana Plant
		Bradenton, FL 34208	Project Manager: Brad Smith	
		Phone: 941-400-9141	Project Supervisor: Guillermino Olvera	
		Contract Price: \$316,400.00		
	Engineer Contact	Jana Nyhagen	Project Description:	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Interior Wet- Abrasive Blast</i>	
		New Richmond, WI 54017	<i>Misc. Structural Repairs</i>	
		Phone: 715-861-4869		
71	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Madrid, IA	Scott Church - Public Works Director	8/28/2017 - 11/16/2017	500,000 Multi- Legged
		301 North Main Street		42,000 Dry Lime Silo
		Madrid, IA 50156	Project Manager: Brad Smith	Main Street Tank
		Phone: 515-230-1042	Project Supervisor: Jacinto Valdelamar	
		Contract Price: \$579,199.00	Project Description:	
			<i>Exterior- Abrasive blast</i>	
	Engineer Contact	Jana Nyhagen	<i>Interior Wet- Abrasive blast</i>	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Lime Silo- Exterior- Abrasive Blast</i>	
		New Richmond, WI 54017	<i>Full Containment - Both Tanks</i>	
		Phone: 715-861-4869	<i>Misc. Structural Repairs- Both Tanks</i>	

## 2017-2021 Project References

72	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Fiat Chrysler, Chelsea, MI	David Weissling - Facility Engineer 3700 S. M-52 Chelsea, MI 48118 Phone: 734-433-4812 Contract Price: \$433,485.00	9/12/2017 - 11/6/2017 Project Manager: Kyle Nelsen Project Supervisor: Jorge Juarez	150,000 Legged
	Engineer Contact	Eric Hoolsema	Project Description:	
	Barton & Mallow	26500 American Drive Southfield, MI 48034 Phone: 248-436-5000	<i>Exterior- Low Pressure wash clean followed by full abrasive blast Interior- spot blast Full containment , Misc. Structural Repairs</i>	
73	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Stillwater Minnesota Board of Water Commissioners	Robert Benson 204 Third St. N Stillwater, MN 55082 Phone: 651-439-6231 Contract Price: \$283,550.00	3/20/2017 - 6/6/2017 Project Manager: Kyle Nelsen Project Supervisor: Jacinto Valdelamar	750,000 Gallon Standpipe Lily Lake
	Engineer Contact	Verne Jacobsen	Project Description:	
	TKDA	444 Cedar Street Suite 1500 St. Paul, MN 55101 Phone: 651-292-4484	<i>Interior wet abrasive blast Exterior abrasive blast Class 1A containment Full Containment</i>	
74	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Monticello, IA	Doug Herman 200 E First St. Monticello, IA 52310 Phone: 319-465-3577 Contract Price: \$315,000.00	6/19/2017 - 8/4/2017 Project Manager: Brad Smith Project Supervisor: Guillermino Olvera	500,000 Gallon Legged North Water Tower
	Engineer Contact	Patrick Schwickerath P.E.	Project Description:	
	Snyder & Associates, Inc.	5005 Bowling Street S.W Suite A Cedar Rapids, IA 52404 Phone: 319-362-9394	<i>Exterior full abrasive blast Interior Wet full abrasive blast Needed Repairs- Install new gaskets Full Containment</i>	
75	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Hudson, WI	Kip Peters 503 3rd St. Hudson, WI 54016 Phone: 920-219-0378 Contract Price: \$365,650.00	5/22/2017 - 7/28/2017 Project Manager: Brad Smith Project Supervisor: Jacinto Valdelamar	150,000 Gallon Elevated Lemon St. Tank
	Engineer Contact	Jana Nyhagen	Project Description:	
	S.E.H Engineering, Inc.	156 High Street Suite 300 New Richmond, WI 54017 Phone: 715-861-4869	<i>Interior Wet- full abrasive blast Exterior- full abrasive blast Structural Repairs- Replace manway gaskets and roof vent Full Containment</i>	



## 2017-2021 Project References

76	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Carmel, IN	Mike Looper	3/27/2017 - 6/16/2017	500,000 Gallon Elevated
		30 West Street, Suite 220		South Tank
		Carmel, IN 46032	Project Manager: Brad Smith	6 Column Torus Bottom
		Phone: 317-750-1938	Project Supervisor: Guillermino Olvera	
		Contract Price: \$651,440.00		
	Engineer Contact:	Mike Doolittle	Project Description:	
	TIC	7740 West New York St.	<i>Interior Wet- full abrasive blast</i>	
		Indianapolis, IN 46214	<i>Exterior- full abrasive blast all areas</i>	
		Phone: 317-271-3100		
77	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Marion Utilities, IN	Jim Dalrymple	2/22/2017 - 7/19/2017	1 MG Elevated 9- Column
		1540 North Washington Street		Torus Bottom
		Marion, IN	Project Manager: Brad Smith	High School Tank
		Phone: 765-669-0359	Project Supervisor: Jorge Juarez	
		Contract Price: \$880,345.00		
	Engineer Contact	Mike Doolittle	Project Description:	
	TIC	7740 West New York Street	<i>Complete full abrasive blast on interior</i>	
		Indianapolis, IN 46214	<i>and exterior</i>	
		Phone: 317-271-3100	<i>Misc. Structural Repairs</i>	
78	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Summerville, SC	Christy Davis - Berkeley County Council	12/5/2016 - 2/17/2017	500,000 Gallon Multi-Legged
		P.O. Box 6122		Sangaree Tank
	Subcontractor of McLean	Moncks Corner, SC 29461	Project Manager: Brad Smith	
	Tank	Phone: 843- 719-4112	Project Supervisor: Guillermino Olvera	
		Contract Price: \$421,552.00		
			Project Description:	
	Engineer Contact	Bubba McCoy	<i>Interior Wet- full abrasive blast.</i>	
		P.O. Box 175	<i>Exterior- full abrasive blast, full containment</i>	
	MJL, Inc.	Monck's Corner, SC 29461	<i>and miscellaneous</i>	
		Phone: 843- 761-2007	<i>Structural Repairs, lead job</i>	
79	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Covington, GA	Chad Pieten - E.I.T.	11/7/2016 - 3/10/2017	1,000,000 Gallon Legged
	Subcontractor of Utility	P.O. Box 1137	Project Manager: Brad Smith	Torus Bottom
	Service	Covington, GA 30015	Project Supervisor: Jorge Juarez	
		Phone: 770 -385-3934		
		Contract Price: \$600,240.00	Project Description:	
	Engineer Contact	Chase West	<i>Interior Wet-Full abrasive Blast.</i>	
	Carter & Sloope, Inc.	1031 Stonebridge Parkway	<i>Interior Dry-Full Pressure Wash</i>	
		Watkinsville, GA 30677	<i>Full containemnt</i>	
		Phone: 706 -769-4119	<i>Misc. Structural Repairs</i>	

## 2017-2021 Project References

80	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Blaine, MN	Tom Scott - Project Coordinator	10/17/2016 - 7/16/2017	1,000,000 Gallon - Aquastore
		10801 Town Square Dr NE		Single Pedestal
		Blaine, MN 55449	Project Manager: Kyle Nelsen	
		Phone: 763-785-6182	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$1,431,430.00	Project Description:	
	Engineer Contact	Steven G. Nelson, P.E.	<i>Interior Wet and Dry- full abrasive blast.</i>	
	Bolten & Menk, Inc.	1960 Premier Drive	<i>Exterior- full abrasive blast</i>	
		Mankato, MN 56001	<i>Full containment Misc. Structural Repairs</i>	
		Phone: 763-433-2851 ext 2855	<i>Lead job</i>	
81	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Fort Worth, TX	Chris Harder	10/10/2016 - 2/28/2017	2 MG Hydropillar
		200 Texas St		Sun Country Tank
		Fort Worth, TX 76102	Project Manager: Brad Smith	
		Phone: 817-392-8293	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$1,085,004.00	Project Description:	
	Engineer Contact	Patrick Brown	<i>Interior wet &amp; dry - full abrasive blast</i>	
	TIC	7740 W New York St	<i>Exterior -full abrasive blast</i>	
		Indianapolis, IN 46214	<i>Full containment</i>	
		Phone: 317-271-3100	<i>Misc. Structural Repairs</i>	

# **EXHIBIT C**

# **ADDENDA**

## #21ITB092021K-CRB: Jones Bridge Water Tank Rehabilitation

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### ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned Bidder acknowledges receipt of this Addendum by returning one (1) copy of this Acknowledgement form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time **Wednesday, November 17, 2021 at 11:00 A.M. EST.**

This is to acknowledge receipt of Addendum No. 1, 16th day of November, 2021.

Classic Protective Coatings, Inc.  
Legal Name of Bidder

  
Signature of Authorized Representative

President  
Title

# **EXHIBIT D**

# **BID FORM**

**21ITB092021K-CRB**  
**Jones Bridge Water Tanks Rehabilitation**

**Section 2**  
**Bld Form**

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**SECTION 2**

**BID FORM**

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Classic Protective Coatings, Inc.

For: # 21ITB092021K-CRB: JONES BRIDGE WATER TANKS REHABILITATION

Submitted on November 16, 2021.

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** (Do not include any Bid Alternates)

\$ 1,259,958.00

**(Dollar Amount in Numbers)**

One million, two hundred fiftynine thousand, nine hundred fiftyeight dollars and no/100.

**(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.



21ITB092021K-CRB  
Jones Bridge Water Tanks Rehabilitation

Section 2  
Bid Form

**BASE BID AMOUNT**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1.	Jones Bridge 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.	\$581,300	\$581,300
2.	Jones Bridge 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.	\$32,400	\$32,400
3.	Jones Bridge 0.5 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.	\$350,958	\$350,958
4.	Jones Bridge 0.5 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.	\$30,300	\$30,300

21ITB092021K-CRB  
Jones Bridge Water Tanks Rehabilitation

Section 2  
Bid Form

OWNER CONTROLLED CONTINGENCY					
5.	Materials Testing	1	L.S.	\$30,000.00	\$30,000.00
6.	Miscellaneous Metalwork	1	L.S.	\$35,000.00	\$35,000.00
7.	General Owner Controlled Contingency	1	L.S.	\$200,000.00	\$200,000.00
	<b>TOTAL BASE BID AMOUNT (lines 1 - 7)</b>			\$1,259,958	\$1,259,958

Note: Items 5 – 7, Owner Controlled Contingency, shall be pre-approved in writing by the Assigned Fulton County Construction Manager. Quotes may be requested by the County on these items. Work performed under Owner Directed Allowance and not performed by the Prime Contractor can have a 10% markup for administrative cost when billed under this item.

#### PROPOSED MAJOR EQUIPMENT AND SYSTEM MANUFACTURERS

The Bidder is to designate the manufacturer for each major equipment or system, listed below, to be furnished and installed if awarded the Work. Refer to the individual Specification Sections for pre-approved manufacturers.

- Product: Painting (Water Storage Tanks) – Specification 09 96 29

Exterior Coating  
Manufacturer: Sherwin Williams

Interior Coating  
Manufacturer: Sherwin Williams

- Product: Cathodic Protection – Specification 13 47 13

Manufacturer: Corrpro

**ALTERNATE #1**

Both tanks at the Jones Bridge site will have the same interior painting and repairs as specified. Alternate #1 assumes that the existing tank exteriors will not have to be fully removed before the specified coatings are applied. Contractor will apply a bleach solution on the exterior and let sit for 15 minutes. Pressure wash all exterior surfaces with a minimum 3,000 psi at the nozzle pressure washer. Hand tool or power tool clean all visible rusty areas to a SSPC-SP10 standards. Feather all edges. Prior to painting the substrate must be clean dry and free of all contaminants. All visible rusty areas and all weld seams are to be spot primed.

**MATERIAL SCHEDULES**

<b>Steel Tank Exterior Overcoat Inorganic Zinc Epoxy Polyurethane</b>			
<b>Spot Prime Coat (DFT = 6 to 8 mils)</b>	<b>Intermediate Coat (DFT = 2 to 3 mils)</b>	<b>Finish Coat (DFT = 2 to 3 mils)</b>	<b>Total System DFT</b>
PPG Dimetcote 21-5	PPG Amerlock 400/2	PPG Amershield VOC	5 to 6 mils
Carboline Carbozinc 11WB	Carboline Carboguard 893	Carboline Carbothane 134 VOC	
Tnemec Series 3600	Tnemec Series 73	Tnemec Series 700	
Sherwin Williams Zinc Clad XI	Sherwin Williams Macropoxy 646	Sherwin Williams Hi-Solids Polyurethane 250	
Devoe Cathacote 305	Devoe Devran 224V	Devoe Devthane 379H	

<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
Jones Bridge 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 above.	1	L.S.	\$339,800	\$339,800
Jones Bridge 0.5 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 above.	1	L.S.	\$216,600	\$216,600

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:

Forty nine thousand, seven hundred forty seven and 90/100 Dollars

(\$ 49,747.90 ) 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>11/12/21</u>
ADDENDUM #	<u>2</u>	DATED	<u>11/12/21</u>
ADDENDUM #	<u>          </u>	DATED	<u>          </u>
ADDENDUM #	<u>          </u>	DATED	<u>          </u>

BIDDER: Classic Protective Coatings, Inc.

Signed by:   
[Type or Print Name]

Title: President

Business Address: N7670 State Road 25

Menomonie, WI 54751

Business Phone: 715-233-6267

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.

**21TB092021K-CRB**  
**Jones Bridge Water Tanks Rehabilitation**

**Section 2**  
**Bid Form**

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

<b>Name</b>	<b>Address</b>
Ray Witke -President	N7670 State Road 25 Menomonie, WI 54751
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**END OF SECTION**

# **EXHIBIT E**

# **PAYMENT & PERFORMANCE BONDS**

# **EXHIBIT F**

# **SCOPE OF WORK**

## 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 Jones Bridge Tanks as outlined below:
1. Jones Bridge 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
    - j. Install Riser Protective Grate
    - k. Add Confined Space label.
    - l. Fill low spots with epoxy material and level to prevent pooling.
  2. Jones Bridge 0.5 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.
- B. Draping of tank exteriors will be required for all tank exterior surface preparation and coating operations.
- C. All Work described above shall be performed as specified.



# **EXHIBIT G**

# **EXHIBITS**



Item No. 21066

## **Joint Surface Preparation Standard**

### **NACE No. 2/SSPC-SP 10 Near-White Metal Blast Cleaning**

This NACE International (NACE)/SSPC: The Society for Protective Coatings standard represents a consensus of those individual members who have reviewed this document, its scope, and provisions. It is intended to aid the manufacturer, the consumer, and the general public. Its acceptance does not in any respect preclude anyone, whether he has adopted the standard or not, from manufacturing, marketing, purchasing, or using products, processes, or procedures not addressed in this standard. Nothing contained in this NACE/SSPC standard is to be construed as granting any right, by implication or otherwise, to manufacture, sell, or use in connection with any method, apparatus, or product covered by Letters Patent, or as indemnifying or protecting anyone against liability for infringement of Letters Patent. This standard represents current technology and should in no way be interpreted as a restriction on the use of better procedures or materials. Neither is this standard intended to apply in all cases relating to the subject. Unpredictable circumstances may negate the usefulness of this standard in specific instances. NACE and SSPC assume no responsibility for the interpretation or use of this standard by other parties and accept responsibility for only those official interpretations issued by NACE or SSPC in accordance with their governing procedures and policies which preclude the issuance of interpretations by individual volunteers.

Users of this NACE/SSPC standard are responsible for reviewing appropriate health, safety, environmental, and regulatory documents and for determining their applicability in relation to this standard prior to its use. This NACE/SSPC standard may not necessarily address all potential health and safety problems or environmental hazards associated with the use of materials, equipment, and/or operations detailed or referred to within this standard. Users of this NACE/SSPC standard are also responsible for establishing appropriate health, safety, and environmental protection practices, in consultation with appropriate regulatory authorities if necessary, to achieve compliance with any existing applicable regulatory requirements prior to the use of this standard.

**CAUTIONARY NOTICE:** NACE/SSPC standards are subject to periodic review, and may be revised or withdrawn at any time without prior notice. The user is cautioned to obtain the latest edition. NACE and SSPC require that action be taken to reaffirm, revise, or withdraw this standard no later than five years from the date of initial publication.

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## Foreword

This joint standard covers the use of blast cleaning abrasives to achieve a defined degree of cleaning of steel surfaces prior to the application of a protective coating or lining system. This standard is intended for use by coating or lining specifiers, applicators, inspectors, or others who may be responsible for defining a standard degree of surface cleanliness.

The focus of this standard is near-white metal blast cleaning. White metal blast cleaning, commercial blast cleaning, industrial blast cleaning, and brush-off blast cleaning are addressed in separate standards.

Near-white metal blast cleaning provides a greater degree of cleaning than commercial blast cleaning (NACE No. 3/SSPC-SP 6<sup>(1)</sup>), but less than white metal blast cleaning (NACE No. 1/SSPC-SP 5<sup>(2)</sup>).

Near-white metal blast cleaning is used when the objective is to remove all rust, coating, and mill scale, but when the extra effort required to remove all stains of these materials is determined to be unwarranted. Staining shall be limited to no more than 5 percent of each unit area of surface.

Near-white metal blast cleaning allows staining on only 5 percent of each unit area of surface, while commercial blast cleaning allows staining on 33 percent of each unit area of surface. White metal blast cleaning does not permit any staining to remain on the surface.

This joint standard was originally prepared in 1994 and reaffirmed in 2000 by the SSPC/NACE Task Group A on Surface Preparation by Abrasive Blast Cleaning. This joint Task Group includes members of both the SSPC Surface Preparation Committee and the NACE Unit Committee T-6G on Surface Preparation.

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<sup>(1)</sup> NACE No. 3/SSPC-SP 6 (latest revision), "Commercial Blast Cleaning" (Houston, TX: NACE, and Pittsburgh, PA: SSPC).

<sup>(2)</sup> NACE No. 1/SSPC-SP 5 (latest revision), "White Metal Blast Cleaning" (Houston, TX: NACE, and Pittsburgh, PA: SSPC).

**NACE No. 2/SSPC-SP 10**

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**Joint Surface Preparation Standard**

**NACE No. 2/SSPC-SP 10  
Near-White Metal Blast Cleaning**

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### Section 1: General

1.1 This joint standard covers the requirements for near-white metal blast cleaning of unpainted or painted steel surfaces by the use of abrasives. These requirements include the end condition of the surface and materials and procedures necessary to achieve and verify the end condition.

1.2 This joint standard allows random staining to remain on no more than 5 percent of each unit area of surface as defined in Paragraph 2.6.

1.3 The mandatory requirements are described in Sections 1 to 9. NOTE: Section 10, "Comments," and Appendix A, "Explanatory Notes," are not mandatory requirements of this standard.

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### Section 2: Definitions

2.1 A near-white metal blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter, except for staining as noted in Paragraph 2.2.

2.2 Random staining shall be limited to no more than 5 percent of each unit area of surface as defined in Paragraph 2.6, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating.

2.3 Acceptable variations in appearance that do not affect surface cleanliness as defined in Paragraph 2.1 include variations caused by the type of steel, original surface condition, thickness of the steel, weld metal, mill or fabrication marks, heat treating, heat-affected zones, blasting abrasives, and differences in the blast pattern.

2.4 When a coating is specified, the surface shall be roughened to a degree suitable for the specified coating system.

2.5 Immediately prior to coating application, the entire surface shall comply with the degree of cleaning specified herein.

2.6 Unit area for determinations shall be approximately 58 cm<sup>2</sup> (9.0 in.<sup>2</sup>) (i.e., a square 7.6 cm x 7.6 cm [3.0 in. x 3.0 in.]).

2.7 SSPC-VIS 1<sup>(3)</sup> photographs A SP-10, B SP-10, C SP-10, or D SP-10 may be specified to supplement the written definition. In any dispute, the written standards shall take precedence over visual standards and comparators. Additional information on visual standards and comparators is available in Paragraph A4 of Appendix A.

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### Section 3: References

3.1 The documents referenced in this standard are listed in Paragraph 3.4.

3.2 The latest issue, revision, or amendment of the referenced standards in effect on the date of invitation to bid shall govern unless otherwise specified.

3.3 If there is a conflict between the requirements of any of the cited referenced standards and this standard, the requirements of this standard shall prevail.

3.4 SSPC: The Society for Protective Coatings Standards:

AB 1 Mineral and Slag Abrasives  
 AB 2 Cleanliness of Recycled Ferrous Metallic Abrasives  
 AB 3 Newly Manufactured or Re-Manufactured Steel Abrasives  
 PA 3 A Guide to Safety in Paint Applications  
 SP 1 Solvent Cleaning  
 VIS 1 Visual Standard for Abrasive Blast Cleaned Steel

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<sup>(3)</sup> SSPC-VIS 1 (latest revision), "Visual Standard for Abrasive Blast Cleaning Steel" (Pittsburgh, PA: SSPC).

## NACE No. 2/SSPC-SP 10

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### Section 4: Procedures Before Blast Cleaning

4.1 Before blast cleaning, visible deposits of oil, grease, or other contaminants shall be removed in accordance with SSPC-SP 1<sup>(4)</sup> or other agreed-upon methods.

4.2 Before blast cleaning, surface imperfections such as sharp fins, sharp edges, weld spatter, or burning slag should be removed from the surface to the extent required by the procurement documents (project specification).

Additional information on surface imperfections is available in Paragraph A5 of Appendix A.

4.3 If a visual standard or comparator is specified to supplement the written standard, the condition of the steel prior to blast cleaning should be determined before the blasting commences. Additional information on visual standards and comparators is available in Paragraph A4 of Appendix A.

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### Section 5: Blast Cleaning Methods and Operation

5.1 Clean, dry compressed air shall be used for nozzle blasting. Moisture separators, oil separators, traps, or other equipment may be necessary to achieve this requirement.

5.2 Any of the following methods of surface preparation may be used to achieve a near-white metal blast cleaned surface:

5.2.1 Dry abrasive blasting using compressed air, blast nozzles, and abrasive.

5.2.2 Dry abrasive blasting using a closed-cycle, recirculating abrasive system with compressed air, blast nozzle, and abrasive, with or without vacuum for dust and abrasive recovery.

5.2.3 Dry abrasive blasting using a closed-cycle, recirculating abrasive system with centrifugal wheels and abrasive.

5.3 Other methods of surface preparation (such as wet abrasive blasting) may be used to achieve a near-white metal blast cleaned surface by mutual agreement between those parties responsible for establishing the requirements and those responsible for performing the work. NOTE: Information on the use of inhibitors to prevent the formation of rust immediately after wet blast cleaning is contained in Paragraph A9 of Appendix A.

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### Section 6: Blast Cleaning Abrasives

6.1 The selection of abrasive size and type shall be based on the type, grade, and surface condition of the steel to be cleaned, the type of blast cleaning system employed, the finished surface to be produced (cleanliness and roughness), and whether the abrasive will be recycled.

6.2 The cleanliness and size of recycled abrasives shall be maintained to ensure compliance with this standard.

6.3 The blast cleaning abrasive shall be dry and free of oil, grease, and other contaminants as determined by the test methods found in SSPC-AB 1,<sup>(5)</sup> AB 2,<sup>(6)</sup> and AB 3.<sup>(7)</sup> It

should be noted that even though SSPC-AB 1 addresses only mineral and slag abrasives, the tests are applicable to most abrasives.

6.4 Any limitations on the use of specific abrasives, the quantity of contaminants, or the degree of allowable embedment shall be included in the procurement documents (project specification) covering the work, because abrasive embedment and abrasives containing contaminants may not be acceptable for some service requirements. NOTE: Additional information on abrasive selection is given in Paragraph A2 of Appendix A.

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<sup>(4)</sup> SSPC-SP 1 (latest revision), "Solvent Cleaning" (Pittsburgh, PA: SSPC).

<sup>(5)</sup> SSPC-AB 1 (latest revision), "Mineral and Slag Abrasives" (Pittsburgh, PA: SSPC).

<sup>(6)</sup> SSPC-AB 2 (latest revision), "Specification for Cleanliness of Recycled Ferrous Metallic Abrasives" (Pittsburgh, PA: SSPC).

<sup>(7)</sup> SSPC-AB 3 (latest revision), "Newly Manufactured or Re-Manufactured Steel Abrasives" (Pittsburgh, PA: SSPC).

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## Section 7: Procedures Following Blast Cleaning and Immediately Prior to Coating

7.1 Visible deposits of oil, grease, or other contaminants shall be removed according to SSPC-SP 1 or another method agreed upon by those parties responsible for establishing the requirements and those responsible for performing the work.

7.2 Dust and loose residues shall be removed from prepared surfaces by brushing, blowing off with clean, dry air, vacuum cleaning, or other methods agreed upon by those responsible for establishing the requirements and those responsible for performing the work. NOTE: The presence of toxic metals in the abrasives or paint being removed may place restrictions on the methods of cleaning permitted. The method chosen shall comply with applicable federal, state, and local regulations. Moisture separators, oil separators, traps, or other equipment may be necessary to achieve clean, dry air.

7.3 After blast cleaning, any remaining surface imperfections (e.g., sharp fins, sharp edges, weld spatter, burning slag, scabs, slivers, etc.) shall be removed to the extent required by the procurement documents (project specification). Any damage to the surface profile resulting from the removal of surface imperfections shall be corrected to meet the requirements of Paragraph 2.4. NOTE: Additional information on surface imperfections is contained in Paragraph A5 of Appendix A.

7.4 Any visible rust that forms on the surface of the steel after blast cleaning shall be removed by recleaning the rusted areas to meet the requirements of this standard before coating. NOTE: Information on rust-back (re-rusting) and surface condensation is contained in Paragraphs A6, A7, and A8 of Appendix A.

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## Section 8: Inspection

8.1 Work and materials supplied under this standard are subject to inspection by a representative of those responsible for establishing the requirements. Materials and work areas shall be accessible to the inspector. The procedures and times of inspection shall be as agreed upon by those responsible for establishing the requirements and those responsible for performing the work.

8.2 Conditions not complying with this standard shall be corrected. In the case of a dispute, an arbitration or

settlement procedure established in the procurement documents (project specification) shall be followed. If no arbitration or settlement procedure is established, then a procedure mutually agreeable to purchaser and supplier shall be used.

8.3 The procurement documents (project specification) should establish the responsibility for inspection and for any required affidavit certifying compliance with the specification.

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## Section 9: Safety and Environmental Requirements

9.1 Because abrasive blast cleaning is a hazardous operation, all work shall be conducted in compliance with applicable occupational and environmental health and

safety rules and regulations. NOTE: SSPC-PA 3<sup>(8)</sup> addresses safety concerns for coating work.

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## Section 10: Comments

10.1 Additional information and data relative to this standard are contained in Appendix A. Detailed information and data are presented in a separate document, SSPC-SP COM, "Surface Preparation Commentary." The recommendations contained in Appendix A and SSPC-SP COM are believed

to represent good practice, but are not to be considered requirements of the standard. The sections of SSPC-SP COM<sup>(9)</sup> that discuss subjects related to near-white blast cleaning are as follows.

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<sup>(8)</sup> SSPC-PA 3 (latest revision), "Guide to Safety in Paint Application" (Pittsburgh, PA: SSPC).

<sup>(9)</sup> SSPC-SP COM (latest revision), "Surface Preparation Specifications Surface Preparation Commentary" (Pittsburgh, PA: SSPC).

**NACE No. 2/SSPC-SP 10**

<b>Subject</b>	<b>Commentary Section</b>
Abrasive Selection	6
Film Thickness	10
Wet Abrasive Blast Cleaning	8.2
Maintenance Repainting	4.2
Rust-Back (Re-rusting)	8.3
Surface Profile	6.2
Visual Standards	11
Weld Spatter	4.4.1

**Appendix A: Explanatory Notes**

**A1 FUNCTION:** Near-White Metal Blast Cleaning (NACE No. 2/SSPC-SP 10<sup>(10)</sup>) provides a greater degree of cleaning than Commercial Blast Cleaning (NACE No. 3/SSPC-SP 6) but less than White Metal Blast Cleaning (NACE No. 1/SSPC-SP 5). It should be used when a high degree of blast cleaning is required. The primary functions of blast cleaning before coating are (a) to remove material from the surface that can cause early failure of the coating system and (b) to obtain a suitable surface roughness and to enhance the adhesion of the new coating system. The hierarchy of blasting standards is as follows: white metal blast cleaning, near-white metal blast cleaning, commercial blast cleaning, industrial blast cleaning, and brush-off blast cleaning.

**A2 ABRASIVE SELECTION:** Types of metallic and nonmetallic abrasives are discussed in SSPC-SP COM. It is important to recognize that blasting abrasives may become embedded in, or leave residues on, the surface of the steel during preparation. While normally such embedment or residues are not detrimental, care should be taken to ensure the abrasive is free from detrimental amounts of water-soluble, solvent-soluble, acid-soluble, or other soluble contaminants (particularly if the prepared steel is to be used in an immersion environment). Criteria for selecting and evaluating abrasives are given in SSPC-AB 1, AB 2, and AB 3.

**A3 SURFACE PROFILE:** Surface profile is the roughness of the surface that results from abrasive blast cleaning. The profile depth (or height) is dependent on the size, shape, type, and hardness of the abrasive, particle velocity and angle of impact, hardness of the surface, amount of recycling, and the proper maintenance of working mixtures of grit and/or shot.

The allowable minimum/maximum height of profile is usually dependent on the thickness of the coating to be applied. Large particle-sized abrasives (particularly metallic) can produce a profile that may be too deep to be adequately covered by a single thin-film coat. Accordingly, it is recommended that the use of larger abrasives be avoided in these cases. However, larger abrasives may be needed for thick-film coatings or to facilitate removal of thick coatings, heavy mill scale, or rust. If control of profile (minimum/maximum) is deemed to be significant to coating performance, it should be addressed in the procurement documents (project specification). Typical maximum profile heights achieved with commercial abrasive media are shown in Table 8 of SSPC-SP COM. Surface profile should be measured in accordance with NACE Standard RP0287,<sup>(11)</sup> "Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using Replica Tape," or ASTM<sup>(12)</sup> D 4417,<sup>(13)</sup> "Test Method for Field Measurement of Surface Profile of Blast Cleaned Steel."

**A4 VISUAL STANDARDS:** SSPC-VIS 1 provides color photographs for the various grades of surface preparation as a function of the initial condition of the steel. The series A-SP 10, B-SP 10, C-SP 10, and D-SP 10 photographs depicts surfaces cleaned to a near-white metal blast grade. Other available visual standards are described in Section 7 of SSPC-SP COM.

**A5 SURFACE IMPERFECTIONS:** Surface imperfections can cause premature failure when the service is severe. Coatings tend to pull away from sharp edges and projections, leaving little or no coating to protect the underlying steel. Other features that are difficult to properly cover and protect include crevices, weld porosities, laminations, etc. The high cost of the methods to remedy

<sup>(10)</sup> NACE No. 2/SSPC-SP 10 (latest revision), "Near-White Metal Blast Cleaning" (Houston, TX: NACE, and Pittsburgh, PA: SSPC).

<sup>(11)</sup> NACE Standard RP0287 (latest revision), "Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surface Using a Replica Tape" (Houston, TX: NACE).

<sup>(12)</sup> ASTM, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.

<sup>(13)</sup> ASTM D 4417 (latest revision), "Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel" (West Conshohocken, PA: ASTM).



**NACE No. 2/SSPC-SP 10**

surface imperfections requires weighing the benefits of edge rounding, weld spatter removal, etc., against the costs of a potential coating failure.

Poorly adhering contaminants, such as weld slag residues, loose weld spatter, and some minor surface laminations may be removed during the blast cleaning operation. Other surface defects (steel laminations, weld porosities, or deep corrosion pits) may not be evident until the surface preparation has been completed. Therefore, proper planning for such surface repair work is essential because the timing of the repairs may occur before, during, or after the blast cleaning operation. Section 4 of SSPC-SP COM and NACE Standard RP0178,<sup>(14)</sup> "Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to Be Lined for Immersion Service," contain additional information on surface imperfections.

**A6 CHEMICAL CONTAMINATION:** Steel contaminated with soluble salts (e.g., chlorides and sulfates) develops rust-back rapidly at intermediate and high levels of humidity. These soluble salts can be present on the steel surface prior to blast cleaning as a result of atmospheric contamination. In addition, contaminants can be deposited on the steel surface during blast cleaning if the abrasive is contaminated. Therefore, rust-back can be minimized by removing these salts from the steel surface, and eliminating sources of recontamination during and after blast cleaning. Wet methods of removal are described in NACE No. 5/SSPC-SP 12,<sup>(15)</sup> "Surface Preparation of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating." Identification of the contaminants along with their concentrations may be obtained from laboratory and field tests as described in SSPC-TU 4,<sup>(16)</sup> "Technology Update on Field Methods for Retrieval and Analysis of Soluble Salts on Substrates."

**A7 RUST-BACK:** Rust-back occurs when freshly cleaned steel is exposed to moisture, contamination, or a corrosive atmosphere. The time interval between blast cleaning and rust-back varies greatly from one environment to another. Under mild ambient conditions, if chemical contamination is not present (see Paragraph A6), it is best to blast clean and coat a surface on the same day. Severe conditions may require more expedient coating application to avoid contamination from fallout. Chemical contamination should be removed prior to coating (see Paragraph A6).

**A8 DEW POINT:** Moisture condenses on any surface that is colder than the dew point of the surrounding air. It is, therefore, recommended that the temperature of the steel surface be at least 3°C (5°F) above the dew point during dry blast cleaning operations. It is advisable to visually inspect for moisture and periodically check the surface temperature and dew point during blast cleaning operations and to avoid the application of coating over a damp surface.

**A9 WET ABRASIVE BLAST CLEANING:** Steel that is wet abrasive blast cleaned may rust rapidly. Clean water should be used for rinsing. It may be necessary to add inhibitors to the water or apply them to the surface immediately after blast cleaning to temporarily prevent rust formation. The use of inhibitors or the application of coating over slight discoloration should be in accordance with the requirements of the coating manufacturer. **CAUTION:** Some inhibitive treatments may interfere with the performance of certain coating systems.

**A10 FILM THICKNESS:** It is essential that ample coating be applied after blast cleaning to adequately cover the peaks of the surface profile. The dry-film thickness of the coating above the peaks of the profile should equal the thickness known to be needed for the desired protection. If the dry-film thickness over the peaks is inadequate, premature rust-through or failure will occur. To assure that coating thicknesses are properly measured the procedures in SSPC-PA 2,<sup>(17)</sup> "Measurement of Dry Coating Thickness with Magnetic Gauges," should be used.

**A11 MAINTENANCE AND REPAIR PAINTING:** When this standard is used in maintenance painting, specific instructions should be given on the extent of surface to be blast cleaned or spot blast cleaned to this degree of cleanliness. In these cases, the cleaning shall be performed across the entire specified area. For example, if all weld seams are to be cleaned in a maintenance operation, this degree of cleaning shall be applied 100% to all weld seams. If the entire structure is to be prepared, this degree of cleaning shall be applied to 100% of the entire structure. SSPC-PA 4,<sup>(18)</sup> "Guide to Maintenance Repainting with Oil Base or Alkyd Painting Systems," provides a description of accepted practices for retaining old sound coating, removing unsound coating, feathering, and spot cleaning.

<sup>(14)</sup> NACE Standard RP0178 (latest revision), "Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to Be Lined for Immersion Service" (Houston, TX: NACE).

<sup>(15)</sup> NACE No. 5/SSPC-SP 12 (latest revision), "Surface Preparation of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating" (Houston, TX: NACE, and Pittsburgh, PA: SSPC).

<sup>(16)</sup> SSPC-TU 4 (latest revision), "Field Methods for Retrieval and Analysis of Soluble Salts on Substrates" (Pittsburgh, PA: SSPC).

<sup>(17)</sup> SSPC-PA 2 (latest revision), "Measurement of Dry Coating Thickness with Magnetic Gages" (Pittsburgh, PA: SSPC).

<sup>(18)</sup> SSPC-PA 4 (latest revision), "Guide to Maintenance Painting with Oil Base or Alkyd Painting Systems" (Pittsburgh, PA: SSPC).



Item No. 21066

## Joint Surface Preparation Standard

### NACE No. 2/SSPC-SP 10 Near-White Metal Blast Cleaning

This NACE International (NACE)/SSPC: The Society for Protective Coatings standard represents a consensus of those individual members who have reviewed this document, its scope, and provisions. It is intended to aid the manufacturer, the consumer, and the general public. Its acceptance does not in any respect preclude anyone, whether he has adopted the standard or not, from manufacturing, marketing, purchasing, or using products, processes, or procedures not addressed in this standard. Nothing contained in this NACE/SSPC standard is to be construed as granting any right, by implication or otherwise, to manufacture, sell, or use in connection with any method, apparatus, or product covered by Letters Patent, or as indemnifying or protecting anyone against liability for infringement of Letters Patent. This standard represents current technology and should in no way be interpreted as a restriction on the use of better procedures or materials. Neither is this standard intended to apply in all cases relating to the subject. Unpredictable circumstances may negate the usefulness of this standard in specific instances. NACE and SSPC assume no responsibility for the interpretation or use of this standard by other parties and accept responsibility for only those official interpretations issued by NACE or SSPC in accordance with their governing procedures and policies which preclude the issuance of interpretations by individual volunteers.

Users of this NACE/SSPC standard are responsible for reviewing appropriate health, safety, environmental, and regulatory documents and for determining their applicability in relation to this standard prior to its use. This NACE/SSPC standard may not necessarily address all potential health and safety problems or environmental hazards associated with the use of materials, equipment, and/or operations detailed or referred to within this standard. Users of this NACE/SSPC standard are also responsible for establishing appropriate health, safety, and environmental protection practices, in consultation with appropriate regulatory authorities if necessary, to achieve compliance with any existing applicable regulatory requirements prior to the use of this standard.

**CAUTIONARY NOTICE:** NACE/SSPC standards are subject to periodic review, and may be revised or withdrawn at any time without prior notice. The user is cautioned to obtain the latest edition. NACE and SSPC require that action be taken to reaffirm, revise, or withdraw this standard no later than five years from the date of initial publication.

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## Foreword

This joint standard covers the use of blast cleaning abrasives to achieve a defined degree of cleaning of steel surfaces prior to the application of a protective coating or lining system. This standard is intended for use by coating or lining specifiers, applicators, inspectors, or others who may be responsible for defining a standard degree of surface cleanliness.

The focus of this standard is near-white metal blast cleaning. White metal blast cleaning, commercial blast cleaning, industrial blast cleaning, and brush-off blast cleaning are addressed in separate standards.

Near-white metal blast cleaning provides a greater degree of cleaning than commercial blast cleaning (NACE No. 3/SSPC-SP 6<sup>(1)</sup>), but less than white metal blast cleaning (NACE No. 1/SSPC-SP 5<sup>(2)</sup>).

Near-white metal blast cleaning is used when the objective is to remove all rust, coating, and mill scale, but when the extra effort required to remove all stains of these materials is determined to be unwarranted. Staining shall be limited to no more than 5 percent of each unit area of surface.

Near-white metal blast cleaning allows staining on only 5 percent of each unit area of surface, while commercial blast cleaning allows staining on 33 percent of each unit area of surface. White metal blast cleaning does not permit any staining to remain on the surface.

This joint standard was originally prepared in 1994 and reaffirmed in 2000 by the SSPC/NACE Task Group A on Surface Preparation by Abrasive Blast Cleaning. This joint Task Group includes members of both the SSPC Surface Preparation Committee and the NACE Unit Committee T-6G on Surface Preparation.

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<sup>(1)</sup> NACE No. 3/SSPC-SP 6 (latest revision), "Commercial Blast Cleaning" (Houston, TX: NACE, and Pittsburgh, PA: SSPC).

<sup>(2)</sup> NACE No. 1/SSPC-SP 5 (latest revision), "White Metal Blast Cleaning" (Houston, TX: NACE, and Pittsburgh, PA: SSPC).

**NACE No. 2/SSPC-SP 10**

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**Joint Surface Preparation Standard**

**NACE No. 2/SSPC-SP 10  
Near-White Metal Blast Cleaning**

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### Section 1: General

1.1 This joint standard covers the requirements for near-white metal blast cleaning of unpainted or painted steel surfaces by the use of abrasives. These requirements include the end condition of the surface and materials and procedures necessary to achieve and verify the end condition.

1.2 This joint standard allows random staining to remain on no more than 5 percent of each unit area of surface as defined in Paragraph 2.6.

1.3 The mandatory requirements are described in Sections 1 to 9. NOTE: Section 10, "Comments," and Appendix A, "Explanatory Notes," are not mandatory requirements of this standard.

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### Section 2: Definitions

2.1 A near-white metal blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter, except for staining as noted in Paragraph 2.2.

2.2 Random staining shall be limited to no more than 5 percent of each unit area of surface as defined in Paragraph 2.6, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating.

2.3 Acceptable variations in appearance that do not affect surface cleanliness as defined in Paragraph 2.1 include variations caused by the type of steel, original surface condition, thickness of the steel, weld metal, mill or fabrication marks, heat treating, heat-affected zones, blasting abrasives, and differences in the blast pattern.

2.4 When a coating is specified, the surface shall be roughened to a degree suitable for the specified coating system.

2.5 Immediately prior to coating application, the entire surface shall comply with the degree of cleaning specified herein.

2.6 Unit area for determinations shall be approximately 58 cm<sup>2</sup> (9.0 in.<sup>2</sup>) (i.e., a square 7.6 cm x 7.6 cm [3.0 in. x 3.0 in.]).

2.7 SSPC-VIS 1<sup>(3)</sup> photographs A SP-10, B SP-10, C SP-10, or D SP-10 may be specified to supplement the written definition. In any dispute, the written standards shall take precedence over visual standards and comparators. Additional information on visual standards and comparators is available in Paragraph A4 of Appendix A.

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### Section 3: References

3.1 The documents referenced in this standard are listed in Paragraph 3.4.

3.2 The latest issue, revision, or amendment of the referenced standards in effect on the date of invitation to bid shall govern unless otherwise specified.

3.3 If there is a conflict between the requirements of any of the cited referenced standards and this standard, the requirements of this standard shall prevail.

3.4 SSPC: The Society for Protective Coatings Standards:

AB 1 Mineral and Slag Abrasives  
 AB 2 Cleanliness of Recycled Ferrous Metallic Abrasives  
 AB 3 Newly Manufactured or Re-Manufactured Steel Abrasives  
 PA 3 A Guide to Safety in Paint Applications  
 SP 1 Solvent Cleaning  
 VIS 1 Visual Standard for Abrasive Blast Cleaned Steel

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<sup>(3)</sup> SSPC-VIS 1 (latest revision), "Visual Standard for Abrasive Blast Cleaning Steel" (Pittsburgh, PA: SSPC).

## NACE No. 2/SSPC-SP 10

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### Section 4: Procedures Before Blast Cleaning

4.1 Before blast cleaning, visible deposits of oil, grease, or other contaminants shall be removed in accordance with SSPC-SP 1<sup>(4)</sup> or other agreed-upon methods.

4.2 Before blast cleaning, surface imperfections such as sharp fins, sharp edges, weld spatter, or burning slag should be removed from the surface to the extent required by the procurement documents (project specification).

Additional information on surface imperfections is available in Paragraph A5 of Appendix A.

4.3 If a visual standard or comparator is specified to supplement the written standard, the condition of the steel prior to blast cleaning should be determined before the blasting commences. Additional information on visual standards and comparators is available in Paragraph A4 of Appendix A.

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### Section 5: Blast Cleaning Methods and Operation

5.1 Clean, dry compressed air shall be used for nozzle blasting. Moisture separators, oil separators, traps, or other equipment may be necessary to achieve this requirement.

5.2 Any of the following methods of surface preparation may be used to achieve a near-white metal blast cleaned surface:

5.2.1 Dry abrasive blasting using compressed air, blast nozzles, and abrasive.

5.2.2 Dry abrasive blasting using a closed-cycle, recirculating abrasive system with compressed air, blast nozzle, and abrasive, with or without vacuum for dust and abrasive recovery.

5.2.3 Dry abrasive blasting using a closed-cycle, recirculating abrasive system with centrifugal wheels and abrasive.

5.3 Other methods of surface preparation (such as wet abrasive blasting) may be used to achieve a near-white metal blast cleaned surface by mutual agreement between those parties responsible for establishing the requirements and those responsible for performing the work. NOTE: Information on the use of inhibitors to prevent the formation of rust immediately after wet blast cleaning is contained in Paragraph A9 of Appendix A.

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### Section 6: Blast Cleaning Abrasives

6.1 The selection of abrasive size and type shall be based on the type, grade, and surface condition of the steel to be cleaned, the type of blast cleaning system employed, the finished surface to be produced (cleanliness and roughness), and whether the abrasive will be recycled.

6.2 The cleanliness and size of recycled abrasives shall be maintained to ensure compliance with this standard.

6.3 The blast cleaning abrasive shall be dry and free of oil, grease, and other contaminants as determined by the test methods found in SSPC-AB 1,<sup>(5)</sup> AB 2,<sup>(6)</sup> and AB 3.<sup>(7)</sup> It

should be noted that even though SSPC-AB 1 addresses only mineral and slag abrasives, the tests are applicable to most abrasives.

6.4 Any limitations on the use of specific abrasives, the quantity of contaminants, or the degree of allowable embedment shall be included in the procurement documents (project specification) covering the work, because abrasive embedment and abrasives containing contaminants may not be acceptable for some service requirements. NOTE: Additional information on abrasive selection is given in Paragraph A2 of Appendix A.

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<sup>(4)</sup> SSPC-SP 1 (latest revision), "Solvent Cleaning" (Pittsburgh, PA: SSPC).

<sup>(5)</sup> SSPC-AB 1 (latest revision), "Mineral and Slag Abrasives" (Pittsburgh, PA: SSPC).

<sup>(6)</sup> SSPC-AB 2 (latest revision), "Specification for Cleanliness of Recycled Ferrous Metallic Abrasives" (Pittsburgh, PA: SSPC).

<sup>(7)</sup> SSPC-AB 3 (latest revision), "Newly Manufactured or Re-Manufactured Steel Abrasives" (Pittsburgh, PA: SSPC).

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## Section 7: Procedures Following Blast Cleaning and Immediately Prior to Coating

7.1 Visible deposits of oil, grease, or other contaminants shall be removed according to SSPC-SP 1 or another method agreed upon by those parties responsible for establishing the requirements and those responsible for performing the work.

7.2 Dust and loose residues shall be removed from prepared surfaces by brushing, blowing off with clean, dry air, vacuum cleaning, or other methods agreed upon by those responsible for establishing the requirements and those responsible for performing the work. NOTE: The presence of toxic metals in the abrasives or paint being removed may place restrictions on the methods of cleaning permitted. The method chosen shall comply with applicable federal, state, and local regulations. Moisture separators, oil separators, traps, or other equipment may be necessary to achieve clean, dry air.

7.3 After blast cleaning, any remaining surface imperfections (e.g., sharp fins, sharp edges, weld spatter, burning slag, scabs, slivers, etc.) shall be removed to the extent required by the procurement documents (project specification). Any damage to the surface profile resulting from the removal of surface imperfections shall be corrected to meet the requirements of Paragraph 2.4. NOTE: Additional information on surface imperfections is contained in Paragraph A5 of Appendix A.

7.4 Any visible rust that forms on the surface of the steel after blast cleaning shall be removed by recleaning the rusted areas to meet the requirements of this standard before coating. NOTE: Information on rust-back (re-rusting) and surface condensation is contained in Paragraphs A6, A7, and A8 of Appendix A.

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## Section 8: Inspection

8.1 Work and materials supplied under this standard are subject to inspection by a representative of those responsible for establishing the requirements. Materials and work areas shall be accessible to the inspector. The procedures and times of inspection shall be as agreed upon by those responsible for establishing the requirements and those responsible for performing the work.

8.2 Conditions not complying with this standard shall be corrected. In the case of a dispute, an arbitration or

settlement procedure established in the procurement documents (project specification) shall be followed. If no arbitration or settlement procedure is established, then a procedure mutually agreeable to purchaser and supplier shall be used.

8.3 The procurement documents (project specification) should establish the responsibility for inspection and for any required affidavit certifying compliance with the specification.

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## Section 9: Safety and Environmental Requirements

9.1 Because abrasive blast cleaning is a hazardous operation, all work shall be conducted in compliance with applicable occupational and environmental health and

safety rules and regulations. NOTE: SSPC-PA 3<sup>(8)</sup> addresses safety concerns for coating work.

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## Section 10: Comments

10.1 Additional information and data relative to this standard are contained in Appendix A. Detailed information and data are presented in a separate document, SSPC-SP COM, "Surface Preparation Commentary." The recommendations contained in Appendix A and SSPC-SP COM are believed

to represent good practice, but are not to be considered requirements of the standard. The sections of SSPC-SP COM<sup>(9)</sup> that discuss subjects related to near-white blast cleaning are as follows.

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<sup>(8)</sup> SSPC-PA 3 (latest revision), "Guide to Safety in Paint Application" (Pittsburgh, PA: SSPC).

<sup>(9)</sup> SSPC-SP COM (latest revision), "Surface Preparation Specifications Surface Preparation Commentary" (Pittsburgh, PA: SSPC).

**NACE No. 2/SSPC-SP 10**

<b>Subject</b>	<b>Commentary Section</b>
Abrasive Selection	6
Film Thickness	10
Wet Abrasive Blast Cleaning	8.2
Maintenance Repainting	4.2
Rust-Back (Re-rusting)	8.3
Surface Profile	6.2
Visual Standards	11
Weld Spatter	4.4.1

**Appendix A: Explanatory Notes**

**A1 FUNCTION:** Near-White Metal Blast Cleaning (NACE No. 2/SSPC-SP 10<sup>(10)</sup>) provides a greater degree of cleaning than Commercial Blast Cleaning (NACE No. 3/SSPC-SP 6) but less than White Metal Blast Cleaning (NACE No. 1/SSPC-SP 5). It should be used when a high degree of blast cleaning is required. The primary functions of blast cleaning before coating are (a) to remove material from the surface that can cause early failure of the coating system and (b) to obtain a suitable surface roughness and to enhance the adhesion of the new coating system. The hierarchy of blasting standards is as follows: white metal blast cleaning, near-white metal blast cleaning, commercial blast cleaning, industrial blast cleaning, and brush-off blast cleaning.

**A2 ABRASIVE SELECTION:** Types of metallic and nonmetallic abrasives are discussed in SSPC-SP COM. It is important to recognize that blasting abrasives may become embedded in, or leave residues on, the surface of the steel during preparation. While normally such embedment or residues are not detrimental, care should be taken to ensure the abrasive is free from detrimental amounts of water-soluble, solvent-soluble, acid-soluble, or other soluble contaminants (particularly if the prepared steel is to be used in an immersion environment). Criteria for selecting and evaluating abrasives are given in SSPC-AB 1, AB 2, and AB 3.

**A3 SURFACE PROFILE:** Surface profile is the roughness of the surface that results from abrasive blast cleaning. The profile depth (or height) is dependent on the size, shape, type, and hardness of the abrasive, particle velocity and angle of impact, hardness of the surface, amount of recycling, and the proper maintenance of working mixtures of grit and/or shot.

The allowable minimum/maximum height of profile is usually dependent on the thickness of the coating to be applied. Large particle-sized abrasives (particularly metallic) can produce a profile that may be too deep to be adequately covered by a single thin-film coat. Accordingly, it is recommended that the use of larger abrasives be avoided in these cases. However, larger abrasives may be needed for thick-film coatings or to facilitate removal of thick coatings, heavy mill scale, or rust. If control of profile (minimum/maximum) is deemed to be significant to coating performance, it should be addressed in the procurement documents (project specification). Typical maximum profile heights achieved with commercial abrasive media are shown in Table 8 of SSPC-SP COM. Surface profile should be measured in accordance with NACE Standard RP0287,<sup>(11)</sup> "Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surfaces Using Replica Tape," or ASTM<sup>(12)</sup> D 4417,<sup>(13)</sup> "Test Method for Field Measurement of Surface Profile of Blast Cleaned Steel."

**A4 VISUAL STANDARDS:** SSPC-VIS 1 provides color photographs for the various grades of surface preparation as a function of the initial condition of the steel. The series A-SP 10, B-SP 10, C-SP 10, and D-SP 10 photographs depicts surfaces cleaned to a near-white metal blast grade. Other available visual standards are described in Section 7 of SSPC-SP COM.

**A5 SURFACE IMPERFECTIONS:** Surface imperfections can cause premature failure when the service is severe. Coatings tend to pull away from sharp edges and projections, leaving little or no coating to protect the underlying steel. Other features that are difficult to properly cover and protect include crevices, weld porosities, laminations, etc. The high cost of the methods to remedy

<sup>(10)</sup> NACE No. 2/SSPC-SP 10 (latest revision), "Near-White Metal Blast Cleaning" (Houston, TX: NACE, and Pittsburgh, PA: SSPC).

<sup>(11)</sup> NACE Standard RP0287 (latest revision), "Field Measurement of Surface Profile of Abrasive Blast Cleaned Steel Surface Using a Replica Tape" (Houston, TX: NACE).

<sup>(12)</sup> ASTM, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.

<sup>(13)</sup> ASTM D 4417 (latest revision), "Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel" (West Conshohocken, PA: ASTM).



**NACE No. 2/SSPC-SP 10**

surface imperfections requires weighing the benefits of edge rounding, weld spatter removal, etc., against the costs of a potential coating failure.

Poorly adhering contaminants, such as weld slag residues, loose weld spatter, and some minor surface laminations may be removed during the blast cleaning operation. Other surface defects (steel laminations, weld porosities, or deep corrosion pits) may not be evident until the surface preparation has been completed. Therefore, proper planning for such surface repair work is essential because the timing of the repairs may occur before, during, or after the blast cleaning operation. Section 4 of SSPC-SP COM and NACE Standard RP0178,<sup>(14)</sup> "Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to Be Lined for Immersion Service," contain additional information on surface imperfections.

**A6 CHEMICAL CONTAMINATION:** Steel contaminated with soluble salts (e.g., chlorides and sulfates) develops rust-back rapidly at intermediate and high levels of humidity. These soluble salts can be present on the steel surface prior to blast cleaning as a result of atmospheric contamination. In addition, contaminants can be deposited on the steel surface during blast cleaning if the abrasive is contaminated. Therefore, rust-back can be minimized by removing these salts from the steel surface, and eliminating sources of recontamination during and after blast cleaning. Wet methods of removal are described in NACE No. 5/SSPC-SP 12,<sup>(15)</sup> "Surface Preparation of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating." Identification of the contaminants along with their concentrations may be obtained from laboratory and field tests as described in SSPC-TU 4,<sup>(16)</sup> "Technology Update on Field Methods for Retrieval and Analysis of Soluble Salts on Substrates."

**A7 RUST-BACK:** Rust-back occurs when freshly cleaned steel is exposed to moisture, contamination, or a corrosive atmosphere. The time interval between blast cleaning and rust-back varies greatly from one environment to another. Under mild ambient conditions, if chemical contamination is not present (see Paragraph A6), it is best to blast clean and coat a surface on the same day. Severe conditions may require more expedient coating application to avoid contamination from fallout. Chemical contamination should be removed prior to coating (see Paragraph A6).

**A8 DEW POINT:** Moisture condenses on any surface that is colder than the dew point of the surrounding air. It is, therefore, recommended that the temperature of the steel surface be at least 3°C (5°F) above the dew point during dry blast cleaning operations. It is advisable to visually inspect for moisture and periodically check the surface temperature and dew point during blast cleaning operations and to avoid the application of coating over a damp surface.

**A9 WET ABRASIVE BLAST CLEANING:** Steel that is wet abrasive blast cleaned may rust rapidly. Clean water should be used for rinsing. It may be necessary to add inhibitors to the water or apply them to the surface immediately after blast cleaning to temporarily prevent rust formation. The use of inhibitors or the application of coating over slight discoloration should be in accordance with the requirements of the coating manufacturer. **CAUTION:** Some inhibitive treatments may interfere with the performance of certain coating systems.

**A10 FILM THICKNESS:** It is essential that ample coating be applied after blast cleaning to adequately cover the peaks of the surface profile. The dry-film thickness of the coating above the peaks of the profile should equal the thickness known to be needed for the desired protection. If the dry-film thickness over the peaks is inadequate, premature rust-through or failure will occur. To assure that coating thicknesses are properly measured the procedures in SSPC-PA 2,<sup>(17)</sup> "Measurement of Dry Coating Thickness with Magnetic Gauges," should be used.

**A11 MAINTENANCE AND REPAIR PAINTING:** When this standard is used in maintenance painting, specific instructions should be given on the extent of surface to be blast cleaned or spot blast cleaned to this degree of cleanliness. In these cases, the cleaning shall be performed across the entire specified area. For example, if all weld seams are to be cleaned in a maintenance operation, this degree of cleaning shall be applied 100% to all weld seams. If the entire structure is to be prepared, this degree of cleaning shall be applied to 100% of the entire structure. SSPC-PA 4,<sup>(18)</sup> "Guide to Maintenance Repainting with Oil Base or Alkyd Painting Systems," provides a description of accepted practices for retaining old sound coating, removing unsound coating, feathering, and spot cleaning.

<sup>(14)</sup> NACE Standard RP0178 (latest revision), "Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to Be Lined for Immersion Service" (Houston, TX: NACE).

<sup>(15)</sup> NACE No. 5/SSPC-SP 12 (latest revision), "Surface Preparation of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating" (Houston, TX: NACE, and Pittsburgh, PA: SSPC).

<sup>(16)</sup> SSPC-TU 4 (latest revision), "Field Methods for Retrieval and Analysis of Soluble Salts on Substrates" (Pittsburgh, PA: SSPC).

<sup>(17)</sup> SSPC-PA 2 (latest revision), "Measurement of Dry Coating Thickness with Magnetic Gages" (Pittsburgh, PA: SSPC).

<sup>(18)</sup> SSPC-PA 4 (latest revision), "Guide to Maintenance Painting with Oil Base or Alkyd Painting Systems" (Pittsburgh, PA: SSPC).

# **EXHIBIT H**

# **PURCHASING FORMS**

**21ITB092021K-CRB**  
**Jones Bridge Water Tanks Rehabilitation**

**Section 6**  
**Purchasing Forms**

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**SECTION 6**  
**PURCHASING FORMS**

## PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form B: Georgia Security and Immigration Subcontractor Affidavit
- Form C: Professional License Certifications
  - Form C1 – Contractor's Georgia Utility License Certification
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Disclosure Form and Questionnaire

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

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 services<sup>1</sup> under a contract with [insert name of prime contractor] Classic Protective Coatings, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup>, 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.

309468  
EEV/Basic Pilot Program\* User Identification Number

Classic Protective Coatings, Inc.-Ray Witke  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

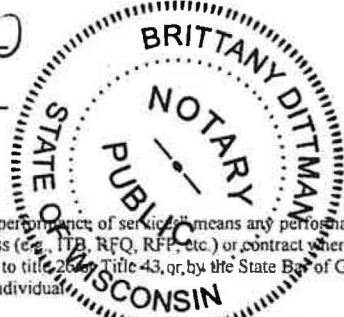


President  
Title of Authorized Officer or Agent of Contractor  
Ray Witke  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 16th day of November, 2021.

Notary Public: 

County: Dunn



<sup>1</sup>O.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, 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.

<sup>2</sup>[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].

**21ITB092021K-CRB**  
**Jones Bridge Water Tanks Rehabilitation**

**Section 6**  
**Purchasing Forms & Instructions**

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Commission Expires: 6-25-25

**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 services<sup>3</sup> under a contract with [insert name of prime contractor] Classic Protective Coatings, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>4</sup>, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 16th day of November, 2021

Notary Public: 

County: Dunn

Commission Expires: 6-25-25



<sup>3</sup>O.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.) of 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.

<sup>4</sup>[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: Classic Protective Coatings, Inc.

Utility Contractor's Name: N/A we have a general contractor license see attached

Expiration Date of License: 6-30-22

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: 11-16-21

**(ATTACH COPY OF LICENSE)**



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

**Name:** Classic Protective Coatings, Inc.

**Owner:** Ray Witke

**Address:** N7670 State Road 25

Menomonie WI 54751

### Primary Source License Information

<b>Lic #:</b> GCCO007048	<b>Profession:</b> Residential/General Contractor	<b>Type:</b> General Contractor Company
<b>Secondary:</b>	<b>Method:</b> Application	<b>Status:</b> Active
<b>Issued:</b> 2/16/2021	<b>Expires:</b> 6/30/2022	<b>Last Renewal Date:</b>

### Associated Licenses

**Relationship:** Supervisor

**Licensee:** Burke, Michael Anthony

**License Type:** General Contractor Qualifying Agent

**License #:** GCQA007044

**License Status:** Active

**Established:** 2/16/2021

**Association Date:** 12/15/2020

**Expiry:**

**Type:** Prerequisite User

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: February 17, 2021 8:24:17

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

**FORM G2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: Classic Protective Coatings, Inc.

General Contractor's License Number: GCCO007048

Expiration Date of License: 6-30-22

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: 11-16-21

**(ATTACH COPY OF LICENSE)**



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

**Name:** Classic Protective Coatings, Inc.

**Owner:** Ray Witke

**Address:** N7670 State Road 25

Menomonie WI 54751

### Primary Source License Information

<b>Lic #:</b> GCCO007048	<b>Profession:</b> Residential/General Contractor	<b>Type:</b> General Contractor Company
<b>Secondary:</b>	<b>Method:</b> Application	<b>Status:</b> Active
<b>Issued:</b> 2/16/2021	<b>Expires:</b> 6/30/2022	<b>Last Renewal Date:</b>

### Associated Licenses

**Relationship:** Supervisor

**Licensee:** Burke, Michael Anthony

**License Type:** General Contractor Qualifying Agent

**License #:** GCQA007044

**License Status:** Active

**Established:** 2/16/2021

**Association Date:** 12/15/2020

**Expiry:**

**Type:** Prerequisite User

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: February 17, 2021 8:24:17

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Classic Protective Coatings, Inc.

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: General Contractor Company

Professional License Number: GCCO007048

Expiration Date of License: 6-30-22

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: 11-16-21

**(ATTACH COPY OF LICENSE)**



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

**Name:** Classic Protective Coatings, Inc.

**Owner:** Ray Witke

**Address:** N7670 State Road 25

Menomonie WI 54751

### Primary Source License Information

<b>Lic #:</b> GCCO007048	<b>Profession:</b> Residential/General Contractor	<b>Type:</b> General Contractor Company
<b>Secondary:</b>	<b>Method:</b> Application	<b>Status:</b> Active
<b>Issued:</b> 2/16/2021	<b>Expires:</b> 6/30/2022	<b>Last Renewal Date:</b>

### Associated Licenses

**Relationship:** Supervisor

**Licensee:** Burke, Michael Anthony

**License Type:** General Contractor Qualifying Agent

**License #:** GCQA007044

**License Status:** Active

**Established:** 2/16/2021

**Association Date:** 12/15/2020

**Expiry:**

**Type:** Prerequisite User

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: February 17, 2021 8:24:17

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

**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.

Classic Protective Coatings, Inc.-Ray Witke-President  
N7670 State Road 25  
Menomonie, WI 54751

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.

Classic Protective Coatings, Inc. has been in business for 25 years. All crews on our project sites are employees of Classic Protective Coatings - many of them for 15 years or more. Our net sales have grown 35% over the past 5 years. A list of projects during that time is attached. Please call any for references.

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.

No relationship



**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



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]

21ITB092021K-CRB  
Jones Bridge Water Tanks Rehabilitation

Section 6  
Purchasing Forms & Instructions

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 16th day of November, 2021

Classic Protective Coatings, Inc. 11-16-21  
(Legal Name of Proponent) (Date)

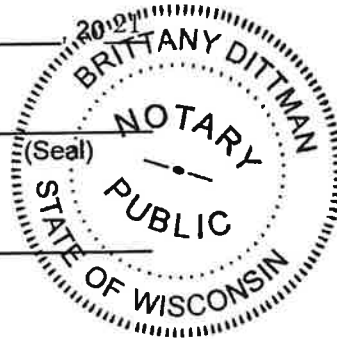
*Ray Wilko* 11-16-21  
(Signature of Authorized Representative) (Date)

President  
(Title)

Sworn to and subscribed before me,

This 16th day of November, 2021

*Brittany Dittman*  
(Notary Public)



Commission Expires 6-25-25  
(Date)

# **EXHIBIT I**

# **CONTRACT COMPLIANCE**

**SECTION 7  
CONTRACT COMPLIANCE**

**SECTION 7 - CONTRACT COMPLIANCE REQUIREMENTS****Project Name & Number 21ITB092021K-CRB: Jones Bridge Water Tank Rehabilitation****NON-DISCRIMINATION IN PURCHASING AND CONTRACTING**

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Title VI Non-Discrimination Policy**

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

**DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS**

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Prime contractors must provide documentation of efforts to include, but not limited to:

1. A list all firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.

We do not anticipate using any subcontractors.

2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:
  - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings
  - Other efforts to solicit participation.
3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:
  - Project scope of work,
  - Project location
  - Location(s) of where plans and specifications may be viewed or obtained and
  - Subcontracting/trade opportunities

#### **PROMPT PAYMENT**

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

#### **REQUIRED FORMS**

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers must complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

#### **UTILIZATION REPORTING (Post Award)**

The awardee(s) will be required to report **all** payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (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.

**Insert Bid # 21ITB092021K-CRB  
Jones Bridge Water Tanks Rehabilitation**

**Section 7  
Contract Compliance Requirements**

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**Insert Bid # 21ITB092021K-CRB  
Jones Bridge Water Tanks Rehabilitation**

**Section 7  
Contract Compliance Requirements**

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**WORK CATEGORY: Construction**

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

**WORK CATEGORY AVAILABILITY:**

**34.71% MBE and 11.45% FBE (Subcontracting Level)**

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business Enterprise

FBE - Female Business Enterprise

SBE – Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise

**NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM**  
**REMINDERS**

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.
3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on all subcontractors (including majority firms) they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

## Fulton County Government

<https://fultoncountyga.diversitycompliance.com> Click "Search Registered Directory" for Certified Vendors

## City of Atlanta Government

<https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance>

Scroll down and Click "Portal" to search for Certified Vendors

## VETBIZ

<https://www.vip.vetbiz.ga.gov/>

Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

## GDOT

<http://www.dot.ga.gov/>

Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on "Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

## GMSDC – Georgia Minority Supplier Development Council

<https://gmsdc.org/>

## WBENC – Women's Business Enterprise National Council

<https://www.wbenc.org/certification>

## SBA – Small Business Administration

<https://www.sba.gov/>

**Insert Bid # 21ITB092021K-CRB  
Jones Bridge Water Tanks Rehabilitation**

**Section 7  
Contract Compliance Requirements**

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**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We ( Ray Witke ),  
Name

President Title Classic Protective Coatings, Inc. 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: Ray Witke TITLE: President

SIGNATURE: *Ray Witke*

ADDRESS: N7670 State Road 25  
Menomonie, WI 54751

PHONE NUMBER: 715-233-6267 EMAIL: bdittman@classicprotectivecoatings.com

**Insert Bid # 21ITB092021K-CRB  
Jones Bridge Water Tanks Rehabilitation**

**Section 7  
Contract Compliance Requirements**

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**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** Classic Protective Coatings, Inc.

**ITB/RFP Name & Number:** 21ITB092021K-CRB

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:  
 \$ \_\_\_\_\_ Or 100% %

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:

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

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)** We do not anticipate using any subcontractors.

**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: Ray Witt Title: President

Business or Corporate Name: Classic Protective Coatings, Inc.

Address: N7670 State Road 25  
Menomonie, WI 54751

Telephone: ( 715 ) 233-6267

Fax Number: ( 715 ) 233-6268

Email Address: bdittman@classicprotectivecoatings.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.











## 2017-2021 Project References

<b>1</b>	<b>Owner Contact Information</b>	<b>Engineering Contact Information</b>	<b>Start/Completion Dates/Project Info</b>	<b>Tank Size</b>
	San Jacinto River Authority	Dunham Engineering, Inc.	10/13/2020 - 6/7/2021	500,000 Singleped
	1577 Dam Site Road	6102 Imperial Loop		Woodlands, TX Tank
	Conroe, TX 77304	College Station, TX 77845	Project Manager: Brad Smith	
	Kim Robbins	Wesley Oatman	Project Supervisor: Jorge Juarez	
	Phone: 218-367-9511	Phone: 979-690-6555		
	Email: krobbins@sjra.org	Email: Wesley@DunhamEngineering.com	Project Description:	
			<i>Complete interior wet and dry</i>	
	Contract Price: \$544,950.00		<i>Exterior protective coating replacement</i>	
			<i>Logo, containment, miscellaneous repairs</i>	
<b>2</b>	<b>Owner Contact Information</b>	<b>Engineering Contact Information</b>	<b>Start/Completion Dates/Project Info</b>	<b>Tank Size</b>
	Town of Cary, NC	Hazen and Sawyer	1/4/2021 - 5/15/2021	2 MG Hydropillar
	316 N Academy Street	4011 Westchase Blvd Ste 500		Carpenter Water Tank
	Cary, NC 27513	Raleigh, NC 27607-3949	Project Manager: Brad Smith	
	Alex Lopez	Jason Cook	Project Supervisor: Jorge Juarez	
	Phone: 919-469-7817	Phone: 919-863-9252		
	Email: alex.lopez@townofcary.org	Email: jcook@hazensawsawer.com	Project Description:	
			<i>Exterior spot repair and full over coat</i>	
	Contract Price: \$644,400.00		<i>Interior dry spot repair, Interior wet full blast</i>	
			<i>Misc. rehabilitating repairs, containment</i>	
<b>3</b>	<b>Owner Contact Information</b>	<b>Engineering Contact Information</b>	<b>Start/Completion Dates/Project Info</b>	<b>Tank Size</b>
	Design One of Eden Prairie, MN	SEH	12/15/2020 - 5/15/2021	Antenna Upgrade
	9973 Valley View Road	100 N 6th Street		Elkland Elevated Water Tower
	Eden Prairie, MN 55344	Minneapolis, MN 55403	Project Manager: Brad Smith	Elk River, MN
	Jeremy Kukowski	Dan Zienty	Project Supervisor:	
	Phone: 612-260-1667	Phone: 612-280-3450		
	Email: jkukowski@design1ep.com	Email: dzienty@sehinc.com	Project Description:	
			<i>New roof antenna railing</i>	
	Contract Price: \$88,970.00		<i>Coating Repairs to the Interior Wet</i>	
<b>4</b>	<b>Owner Contact Information</b>	<b>Engineering Contact Information</b>	<b>Start/Completion Dates/Project Info</b>	<b>Tank Size</b>
	City of Prescott, WI	KLM	8/2/2021 - 10/4/2021	250,000 Elevated Reservoir
	800 Borner Street	1976 Wooddale Drive, Suite 4		Tower Number Two Tank
	Prescott, WI 54021	Woodbury, MN 55125	Project Manager: Brad Smith	
	Dennis Eaton	Jerry Tell	Project Supervisor:	
	Phone: 715-262-5207	Phone: 651-773-5111		
	Email: deaton@prescottcity.org	Email: jtell@klmengineering.com	Project Description:	
			<i>Full abrasive blast exterior and interior wet</i>	
	Contract Price: \$368,950.00		<i>Containment</i>	
			<i>Miscellaneous repairs and painting</i>	

## 2017-2021 Project References

5	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	Huntsville Utilities, AL 112 Spragins Street Huntsville, AL 35801	Dixon Engineering, Inc. 1104 3rd Avenue Lake Odessa, MI 48849	1/4/2021 - 4/15/2021	200,000 Singleped Russell Hill #2
	Jim Lawson Phone: 256-535-1498 Email: jim.lawson@hsvutil.org	Rob Burckley Phone: 502-708-5369 Email: rob.burckley@dixonengineering.net	Project Manager: Kyle Nelsen Project Supervisor: Mino Olvera	2-150,000 Gallon Legged Monte Sano and Southwest Washwater
	Contract Price: \$385,550.00		Project Description: <i>Exterior full blast with containment, wet interior repaint, dry interior partial repaint</i>	Russell Hill #2 Tank
			<i>Exterior full blast with containment, wet interior repaint</i>	Monte Sano Tank
			<i>Exterior overcoat, wet interior repaint, seam sealer, exterior repaint, containment</i>	Southwest Washwater Tank
6	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	City of Wentzville, MO 1001 Schroeder Creek Blvd. Wentzville, MO 63385	Tank Industry Consultants 7740 W New York Street Indianapolis, IN 46214	3/15/2021 - 5/13/2021	1 MG Singleped Tank #1
	Alice Winkelman Phone: 636-639-2026 Email: alice.winkelman@wentzvillemo.org	Patrick Brown Phone: 317-271-3100 Email: brown@tankindustry.com	Project Manager: Kyle Nelsen Project Supervisor: Jorge Juarez	
	Contract Price: \$472,250.00		Project Description: <i>Exterior abrasive blast Containment Miscellaneous repairs and painting Logo</i>	
7	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	Louisville Water Company 550 South Third Street Louisville, KY 40202	Louisville Water Company 550 South Third Street Louisville, KY 40202	10/15/2020 - 4/8/2021	1 MG Composite Reamers Road Tank
	Renee Fromme Phone: 502-569-3600 Ext 2300 Email: rfromme@lwcky.com	Yolanda Allen Phone: 502-569-3600 Ext 2413 Email: yallen@lwcky.com	Project Manager: Kyle Nelsen Project Supervisor: Eulogio Valdelamar	
	Contract Price: \$787,958.00		Project Description: <i>Exterior full blast and powercoat Interior wet full blast Containment</i>	
8	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	State of Wisconsin - Dept. of Corrections Irma, V Division of Facilities Development 101 E. Wilson St., 7th Floor Madison, WI 53703	Ruekert & Mielke, Inc. 1400 Lombardi Ave, Suite 101S Green Bay, WI 54304	4/1/2021 - 5/28/2021	200,000 Standpipe Lincoln Hills/Copper Lake School Tank
	Katherine Kalscheur Phone: 608-267-0509 Email: Katherine.Kalscheur@wisconsin.gov	Kevin Wagner Phone: 920-309-3246 Email: info@ruekert-mielke.com	Project Manager: Kyle Nelsen Project Supervisor: Efrain Valdelamar	
	Contract Price: \$331,900.00		Project Description: <i>Full abrasive blast, cleaning and painting the exterior and interior wet Containment, lead, miscellaneous repairs</i>	

## 2017-2021 Project References

9	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	City of Minnetonka	SEH Design/Build	5/17/2021 - 8/17/2021	1 MG Single Ped
	14600 Minnetonka Boulevard	3535 Vadnais Center Drive		Woodland Hills Tank
	Minnetonka, MN 55435	St. Paul, MN 55110	Project Manager: Kyle Nelsen	
	Tom Pletcher	Pat Skodje	Project Supervisor: Efrain Valdelamar	
	Phone: 952-988-8427	Phone: 763-482-9542		
	Email: tpletcher@eminnetonka.com	Email: pskodje@sehinc.com	Project Description:	
			<i>Exterior and Interior Wet/Dry Abrasive Blast</i>	
	Contract Price: \$705,600.00		<i>Full Containment</i>	
			<i>Miscellaneous repairs</i>	
			<i>Interior and exterior tank coatings</i>	
10	Owner Contact Information	Engineering Contact Information	Start/Completion Dates/Project Info	Tank Size
	Village of Plover, Wisconsin	SEH Design/Build	5/17/2021 - 8/17/2021	1 MG Composite
	2400 Post Road	3535 Vadnais Center Drive		Lincoln Avenue Tank
	PO Box 37	St. Paul, MN 55110	Project Manager: Kyle Nelsen	
	Plover, WI 54467	Pat Skodje	Project Supervisor: Kito Valdelamar	
	Matt Saloun	Phone: 763-482-9542		
	Phone: 715-345-5254	Email: pskodje@sehinc.com	Project Description:	
	Email: Msaloun@ploverwi.gov		<i>Exterior abrasive blast</i>	
			<i>Interior wet abrasive blast</i>	
	Contract Price: \$516,375.00		<i>Remove and replace existing roof</i>	
			<i>Miscellaneous repairs, containment</i>	
11	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Fargo, ND	Steve Sprague	5/15/2020 - 11/1/2020	1,000,000 Gallon Single Pedestal #7
		225 4th Street North		500,000 Gallon Single Pedestal #4
		Fargo, ND 58102	Project Manager: Brad Smith	
		Phone: 763-228-7668	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$1,573,925.00	Project Description:	
	Engineer Contact	Kami Emineth	<i>Exterior full blast &amp; coat</i>	
	AE2S	4170 28th Ave. S, Fargo, ND 58104	<i>Interior Wet and Dry full blast and coat</i>	
		Phone: 701-221-0530	<i>Full Containment - Structural Modifications</i>	
12	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Champlin, MN	Greg Johnson	7/20/2020 - 9/25/2020	1,000,000 Gallon Hydropiller
		11955 Champlin Dr.		
		Champlin, MN 55316	Project Manager: Kyle Nelsen	
		Phone: 651-286-8466	Project Supervisor: Kito Valdelamar	
		Contract Price: \$1,269,958.00	Project Description:	
	Engineer Contact	Greg Johnson - 651-286-8450	<i>Exterior full blast &amp; coat</i>	
	WSB & Associates	178 East 9th St, Suite 200	<i>Interior Wet and Dry full blast and coat</i>	
		St. Paul, MN 55101	<i>Full Containment</i>	

## 2017-2021 Project References

13	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Hudson, WI	Kip Peters - Utility Director	8/4/2020 - 9/11/2020	150,000 Gallon Legged
		505 3rd Street		Wisconsin Street Water Tower
		Hudson, WI 54016	Project Manager: Kyle Nelsen	
		Phone: 715-386-4760	Project Supervisor: Jason Valdelamar	
		Contract Price: \$369,485.00	Project Description:	
			<i>Exterior full blast &amp; coat</i>	
	Engineer Contact	Jana Nyhagen 651-490-2000	<i>Interior Wet and Dry full blast and coat</i>	
	S.E.H.	156 High Street Suite 300	<i>Full Containment</i>	
		New Richmond, WI 54017	<i>Structural modifications</i>	
14	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Village of Dresser, WI	Bryan Raddatz	7/13/2020 - 8/31/2020	200,000 Gallon Legged
		335 East Avenue South		
		Dresser, WI 54009	Project Manager: Brad Smith	
		Phone: 715-755-2940	Project Supervisor: Noe Ledezma	
		Contract Price: \$544,958.00		
			Project Description:	
	Engineer Contact	Scott Kriese 651-755-8664	<i>Exterior full blast</i>	
	KLM	1976 Wooddale Drive Suite 4	<i>Interior wet full blast</i>	
		Woodbury, MN 55125	<i>Full Containment - Misc structural repairs</i>	
15	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Wyoming, MN	26885 Forest Boulevard	6/1/2020 - 9/30/2020	300,000 Gallon Legged
		Wyoming, MN 55092		
		Contract Price: \$520,458.00	Project Manager: Brad Smith	
			Project Supervisor: Javier Desantiago	
	Engineer Contact	Greg Johnson		
	WSB Engineers	178 East 9th St, Suite 200	Project Description:	
		St. Paul, MN 55101	<i>Exterior full blast, structural repairs</i>	
		Phone: 651-286-8450	<i>Interior wet and dry full blast, containment</i>	
16	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Sioux Falls, SD	Darin Freeze	8/3/2020 - 10/20/2020	500,000 Gallon Single Pedestal
		Phone: 605-251-1037		
			Project Manager: Brad Smith	1.5 MG Composite - touch up
		Contract Price: \$787,958.00	Project Supervisor: Jorge Juarez	
	Engineer Contact	Scott Kriese	Project Description:	
	KLM	1976 Wooddale Drive Suite 4	<i>Interior wet &amp; dry full blast</i>	
		Woodbury, MN 55125	<i>Exterior full blast, structural repairs</i>	
		Phone: 651-733-5111	<i>Full containment</i>	

## 2017-2021 Project References

<b>17</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Tonka Bay, MN	Robin Bowman 4901 Manitou Road Tonka Bay, MN 55331 Phone: 952-288-9833 Contract Price: \$435,850.00	8/26/2020 - 11/4/2020  Project Manager: Kyle Nelsen Project Supervisor: Noe Ledezma	200,000 Gallon Single Pedestal
	Engineer Contact WSB	Greg Johnson 178 East 9th St, Suite 200 St. Paul, MN 55101 Phone: 651-286-8450	Project Description: <i>Interior wet &amp; dry full blast</i> <i>Exterior full blast, structural repairs</i> <i>Full containment</i>	
<b>18</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Louisville Water Company, KY	Yolanda Allen 13401 Reamers Rd Louisville, KY 40299 Phone: 502-821-0413 Contract Price: \$787,958.00	10/1/2020 - 12/15/2020  Project Manager: Kyle Nelsen Project Supervisor: Kito Valdelamar	1 MG Gallon Composite
	Engineer Contact City	Renne Fromme Louisville Water Company 550 South Third Street Louisville, KY 40202 Phone: 502-569-3600 Ext. 2300	Project Description: <i>Interior wet full blast</i> <i>Exterior dry brush blast</i> <i>Full Containment</i> <i>Misc. Repairs</i>	
<b>19</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Alamosa, CO	704 Bell Avenue Alamosa, CO 81101 Phone: 719-589-2593 Contract Price: \$360,800.00	9/22/2020 - 11/15/2020  Project Manager: Brad Smith Project Supervisor: Efrain Valdelamar	500,000 Gallon Single Pedestal
	Engineer Contact KLM	Scott Kriese 1976 Wooddale Drive Suite 4 Woodbury, MN 55125 Phone: 651-733-5111	Project Description: <i>Exterior abrasive blast</i> <i>Full Containment</i> <i>Structural modifications</i>	
<b>20</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	CEG New Palestine, IN	David Williams 2511 South 600 West New Palestine, IN 46163 Phone: 317-918-7489 Contract Price: \$379,858.00	10/12/2020 - 12/4/2020  Project Manager: Brad Smith Project Supervisor: Mino Olvera	1 MG Gallon Composite
	Engineer Contact City	Dustin Reed, P.E. Phone: 318-489-8639	Project Description: <i>Exterior power wash and overcoat</i> <i>Interior wet/dry spot clean, new logo, misc. repairs</i>	



## 2017-2021 Project References

<b>21</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Pipestone, MN #2	849 5th Avenue SW Pipestone, MN 56164	5/25/2020 - 6/12/2020	250,000 Gallon Multi-Legged
	Owner Contact	Joel Adelman Phone: 507-820-1008 Contract Price: \$466,900.00	Project Manager: Brad Smith Project Supervisor: Kito Valdelamar	
	Engineer Contact	Travis Winter Bolton & Menk 1501 South State Street, Suite 100 Fairmont, MN 56031-4467 Phone: 507-238-4738 ext. 2643	Project Description: <i>Exterior blast and coat</i> <i>interior blast and coat</i> <i>Full Containment, structural repairs</i>	
<b>22</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Pipestone, MN #1	1881 Forman Drive Pipestone, MN 56164	6/8/2020 - 8/24/2020	500,000 Gallon Hydropillar
	Owner Contact	Joel Adelman Phone: 507-820-1008 Contract Price: \$701,050.00	Project Manager: Brad Smith Project Supervisor: Kito Valdelamar Project Description:	
	Engineer Contact	Travis Winter Bolton & Menk 1501 South State Street, Suite 100 Fairmont, MN 56031-4467 Phone: 507-238-4738 ext. 2643	<i>Exterior/Interior blast and coat</i> <i>Interior dry Complete blast and coat</i> <i>Lead interior dry, full containment, structural repairs</i>	
<b>23</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Elk River Muncipal Utilities, MN	19533 Auburn Street Elk River, MN 55330	9/15/2019 - 5/4/2020	500,000 Gallon Single Pedestal
	Owner Contact	Eric Volk Phone: 763-635-1361 Contract Price: \$497,350.00	Project Manager: Brad Smith Project Supervisor: Efrain Valdelamar Project Description:	
	Engineer Contact	Kelly Mulhern Badger State Inspection Phone: 715-533-8686	<i>Interior and Exterior abrasive blast and Paint</i> <i>Dry localized blast and paint</i>	
<b>24</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of New Rockford, ND	437 4th Ave S New Rockford, ND 58356	5/18/2020 - 8/5/2020	250,000 Gallon Double Ellipsoidal Legged
	Owner Contact	Bruce Hirschert Phone: 701-947-2461 Contract Price: \$579,958.00	Project Manager: Kyle Nelson Project Supervisor: Efrain Valdelamar Project Description:	
	Engineer Contact	Wade Senger Interstate Engineering, Inc. PO Box 2035 Jamestown, ND 58401 Phone: 701-840-8307	<i>Exterior and Interior Complete, partial dry</i> <i>misc. structural repairs</i> <i>Full containment</i>	

## 2017-2021 Project References

<b>25</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Randolph, MN	29186 Daniel Avenue Randolph, MN 55065	4/15/2020 - 6/27/2020	100,000 Gallon Multi-Legged
	Owner Contact	Bryce Pressnall Phone: 612-709-7738	Project Manager: Brad Smith Project Supervisor: Jason Valdelamar	
	Engineer Contact	Scott Kriese KLM 1976 Wooddale Drive Suite 4 Woodbury, MN 55125	Contract Price: \$546,858.00 Project Description: <i>Exterior and Interior Complete misc. structural repairs Full containment- tank mixer</i>	
<b>26</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Westbrook Public Utilities, MN	Dan Joel Office: 507-274-6712 Email: drjoel76@gmail.com	7/13/2020 - 8/31/2020	200,000 Gallon Legged
	Engineer Contact	Scott Kriese KLM 1976 Wooddale Drive Suite 4 Woodbury, MN 55125 Phone: 651-755-8664	Contract Price: \$483,958.00 Project Description: <i>Exterior and interior complete, 2-tone Handrails, manways, remove cage, riser grate, pressure manway, vent</i>	
<b>27</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Oconomowoc, WI	Scott Osborn 808 S Worthington St. Oconomowoc, WI 53066 Phone: 262-569-6421 Email: sosborn@oconomowoc-wi.gov	4/15/2020 - 6/30/2020	500,000 East Standpipe 500,000 West Standpipe 500,000 North Spheroid 500,000 Olympia Spheroid
	Engineer Contact	Jana Nyhagen S.E.H. Design / Build 3535 Vadnais Center Drive St. Paul, MN 55110 Phone: 651-490-2000	Contract Price: \$434,000.00 Project Description: <i>Exterior and interior complete misc. structural repairs, full containment On going tank maintenance</i>	
<b>28</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of White Bear Lake, MN	4636 Centerville Rd White Bear Lake, MN 55127	6/9/2020 - 8/12/2020	1,000,000 Hydropillar
	Owner Contact	Paul Kauppi Phone: 651-429-8531	Project Manager: Kyle Nelson Project Supervisor: Jorge Juarez	
	Engineer Contact	Chad Katzenberger S.E.H. 416 South 6th Street, Suite 200 Brainerd, MN 56401-3540 Phone: 218-855-1720	Contract Price: \$854,350.00 Project Description: <i>Exterior and interior complete Misc. structural repairs Containment - Tank Mural</i>	

## 2017-2021 Project References

<b>29</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Lakeville, MN	17100 Ipava Ave Lakeville, MN 55044	8/17/2020 - 9/21/2020	750,000 Hydropillar
		Ken Seurer Phone: 952-985-2740	Project Manager: Brad Smith Project Supervisor: Noe Ledesma	
		Contract Price: \$86,950.00		
	Engineer Contact	Patrick Skodje	Project Description:	
	S.E.H.	3535 Vadnais Center Drive	<i>Exterior shell logo white out and finish coat</i>	
	Phone: 763-482-9542	St. Paul, MN 55110	<i>three new logos, tank mixer</i>	
<b>30</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Citizens Energy Group	20 South Edmondson Avenue	2/11/2020 - 7/31/2020	4MG Ground Storage Tank
	Indianapolis, IN	Indianapolis, IN 46219		Edmondson Tank
		Dustin Reed, Phone: 318-489-8639	Project Manager: Brad Smith	
		Contract Price: \$1,268,950.00	Project Supervisor: Jorge Juarez	
	Engineer Contact		Project Description:	
	Tank Industry Consultants	7740 W. New York Street	<i>Lead Abatement</i>	
		Indianapolis, IN 46214	<i>Exterior and Interior Complete</i>	
		Phone: 317-271-3100	<i>Structural Repairs</i>	
<b>31</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Appleton, WI	Chris Shaw	8/12/2019 - 12/17/2019	2,000,000 Gallon
		100 North Appleton Street Appleton, WI 54911	Project Manager: Kyle Nelsen	Lindbergh Standpipe
		Phone: 920-832-5945	Project Supervisor: Kito Valdelamar	
		Contract Price: \$686,795.00	Project Description:	
	Engineer Contact	Ryan Wood	<i>Interior Wet- full abrasive blast</i>	
	Strand Associates, Inc.	910 West Wingra Drive	<i>Exterior- full abrasive blast</i>	
		Madison, WI 53715	<i>Misc. Repairs</i>	
		Phone: 608-251-4843		
<b>32</b>	<b>Owner/Contract</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Farmington, MN	Katy Gehler, P.E.	4/16/2019 - 7/9/2019	1.5 MG Hydropillar
		430 Third Street Farmington, MN 55024	Project Manager: Brad Smith	Tower Number One
		Phone: 612-280-6841	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$1,422,370.00	Project Description:	
	Engineer Contact	Scott Kriese	<i>Interior Wet- full abrasive blast</i>	
	KLM	1976 Wooddale Drive, Suite 4	<i>Interior Dry- spot blast</i>	
		Woodbury, MN 55125	<i>Exterior- full abrasive blast</i>	
		Phone: 651-755-8664	<i>Full Containment, Misc. Repairs</i>	

## 2017-2021 Project References

<b>33</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	US Coast Guard- Elizabeth City, NC	Dean Halstead - Project Manager	3/4/2019 - 5/25/2019	300,000 Single Pedestal
		1240 East 9th St. Rm 2179		Spheroid
		Cleveland, OH 44199	Project Manager: Kyle Nelsen	
		Phone: 252-331-5788	Project Supervisor: Javier Desantiago	
		Contract Price: \$ 411,045.00	Project Description:	
			<i>Interior Dry pressure wash, spot blast</i>	
			<i>Interior Wet- full abrasive blast</i>	
<b>34</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	University of Minnesota	Julee Taylor, LEED AP	6/5/2019 - 7/9/2019	150,000 Spherical
		400 Donhowe Building		University Tank
		319 15th Avenue SE	Project Manager: Brad Smith/ Kyle Nelsen	
		Minneapolis, MN 55455	Project Supervisor: Efrain Valdelamar	
		Phone: 612-626-7007	Project Description:	
		Contract Price: \$ 446,882.00	<i>Interior Wet- full abrasive blast</i>	
	Engineer Contact	Chris Wolfgram, CWI	<i>Interior Dry- full abrasive blast</i>	
	Short Elliot Hendrickson	3535 Vadnais Center Drive	<i>Exterior- full abrasive blast</i>	
		St. Paul, MN 55110	<i>Full Containment</i>	
		Phone: 651-318-0360	<i>Misc. Repairs</i>	
<b>35</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Gillette, WY	Seth Morris	5/17/2019 - 7/23/2019	2 MG Ground
		201 E 5th St.		
		Gillette, WY 82716	Project Manager: Kyle Nelsen	
		Phone: 307-686-5265	Project Supervisor: Jorge Juarez	
		Contract Price: \$ 889,750.00		
			Project Description:	
	Engineer Contact	Zane Green	<i>Interior Wet- full abrasive blast</i>	
	Morrison-Maierle, Inc.	2200 Foothills Blvd. Suite A	<i>Exterior- full abrasive blast</i>	
		Gillette, WY 82716	<i>Full Containment</i>	
		Phone: 307-685-3780	<i>Misc. Repairs, Lead Job</i>	
<b>36</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Eveleth, MN	Jerry Rosati- Public Works Director	6/17/2019 - 8/12/2019	750,000 Legged
		413 Pierce Street		West Tower
		Eveleth, MN 55734	Project Manager: Brad Smith	
		Phone: 218-744-7444	Project Supervisor: Gulliermino Olvera	
		Contract Price: \$ 1,264,000.00		
			Project Description:	
	Engineer Contact	Jeremy Schwarze	<i>Interior Wet- full abrasive blast</i>	
	Benchmark Engineering, Inc.	8878 Main Street	<i>Exterior - full abrasive blast</i>	
		Mountain Iron, MN 55768	<i>Full Containment</i>	
		Phone: 651-773-5111		

## 2017-2021 Project References

<b>37</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Waite Park, MN	Bill Schluenz	5/16/2019 - 7/17/2019	500,000 Single Pedestal
		19-13th Avenue North	Project Manager: Brad Smith	North Tower
		Waite Park, MN 56387	Project Supervisor: Jacinto Valdelamar	
		Phone: 320-229-8719		
		Contract Price: \$ 453,046.00	Project Description:	
			<i>Interior Dry- power tool clean</i>	
	Engineer Contact	Jana Nyhagen	<i>Interior Wet- full abrasive blast</i>	
	S.E.H Engineering, Inc.	156 High Stet Suite 300	<i>Exterior- full abrasive blast</i>	
		New Richmond, WI 54017	<i>Full Containment</i>	
		Phone: 715-861-4869	<i>Misc. Repairs</i>	
<b>38</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Wamego, KS	Dale Culbertson - Construction Manager	4/29/2019 - 5/31/2019	500,000 Single Pedestal
		430 Lincoln Ave		BG Project No. 17-1484M
		Wamego, KS 66547	Project Manager: Brad Smith	
		Phone: 785-456-9119	Project Supervisor: Jacinto Valdelamar	
		Contract Price: \$133,500.00		
			Project Description:	
	Engineer Contact	Thaniel Monaco	<i>Solvent cleaning on pedestal/cone</i>	
	BG Consultants, Inc.	4806 Vue DuLac Place	<i>section, as well as the decorative bowl</i>	
		Manhattan, KS 66503	<i>Overcoat</i>	
		Phone: 785-537-7448		
<b>39</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Temple, TX	Sharon Carlos, P.E. - Project Engineer	12/10/2018 - 6/15/2019	1.0 MG Legged
		401 N 3rd St.		Scott Tank
		Temple, TX 76501	Project Manager: Brad Smith	
		Phone: 254-298-5152	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$1,302,080.00	Project Description:	
	Engineer Contact	Sean Mason, P.E	<i>Full interior and exterior abrasive</i>	
	Kim Lee Horn	2600 Via Fortuna Bldg. 1, Ste 300	<i>blast, Full Containment and</i>	
		Austin, TX 78746	<i>Misc. Structural Repairs</i>	
		Phone: 512-646-2238		
<b>40</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Tinker AFB, OK	Tunheim Construction, LLC	10/29/2018 - 1/29/2019	500,000 Legged - Tank 406
		Tony Luchsinger- Project Manager		
		3950 25th St. North	Project Manager: Kyle Nelsen	500,000 Legged - Tank 407
		Fargo, ND 58102	Project Supervisor: Gullermino Olvera	
		Phone: 763-228-7668	Project Description: Tanks 406 & 407	
		Contract Price: \$718,300.00	<i>Exterior- pressure wash and spot</i>	
			<i>clean, Reapply existing logos and</i>	
			<i>Full Containment</i>	

## 2017-2021 Project References

41	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Little Elm, TX	Wesley Brandon, P.E- Town Engineer	1/15/2019 - 1/21/2019 - Mansell Tank	2 MG Ground - Mansell Tank
		100 West Eldorado Pkwy	1/4/2018 - 1/27/2019 - Eldorado Tank	2 MG Composite - Eldorado Tank
		Little Elm, TX 75068	Project Manager: Brad Smith	
		Phone: 214-793-5512	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$1,376,160.00	Eulogio Valdelamar	
			Project Description: Mansell Tank	
			<i>Full interior blast and exterior</i>	
	Engineer Contact	Charles Kuchen	<i>full blast, Misc. Improvements and localized containment</i>	
	Freese and Nichols, Inc	1251 Sadler Drive Building One, Suite 1150	Project Description: Eldorado Tank	
		San Marcos, TX 78666	<i>Interior Wet and Dry - power tool clean</i>	
		Phone: 214-709-7868	<i>Exterior power tool clean, Misc. Structural Repairs</i>	
42	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Brighton, CO	Mark Danforth- Utility Engineer	10/22/2018 - 5/30/2019	8.3 MG Ground - Tank 3
		4350 East Bromley Lane		
		Brighton, CO 80601	Project Manager: Brad Smith	
		Phone: 720-641-3927	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$2,060,000.00	Project Description:	
			<i>Full interior and exterior abrasive blast with use of Faster Blaster</i>	
	Engineer Contact	Jana Nyhagen 715-861-4869	<i>Localized Containment</i>	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Misc. Structural Repairs</i>	
		New Richmond, WI 54017		
43	Owner/Contact	Contact Info	Start/Complete	Tank Size
	A&M University, Prairie View, TX	Facilities Service	2/12/2019 - 5/17/2019	1.0 MG Ground
		580 Anne Preston Street	Project Manager: Kyle Nelsen	A&M University Tank
		Prairie View, TX 77445	Project Supervisor: Jacinto Valdelamar	
		Kimberly Morisak		
		Phone: 281-850-5755	Project Description:	
		Contract Price: \$625,950.00	<i>Interior Wet- brush blast</i>	
	Engineer Contact	Travis Tatum- Project Engineer	<i>Full interior dry and exterior abrasive blast</i>	
	Dunham Engineering	6102 Imperial Loop Dr.	<i>Full Containment</i>	
		College Station, TX 77845	<i>Misc. Structural Repairs</i>	
		Phone: 979-690-6555		

## 2017-2021 Project References

<b>44</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Rosemount, MN	2875 145th Street	8/30/2019 - 10/24/2019	500,000 Gallon Multi-Legged
		Rosemount, MN 55068		Chippendale Tower
		Phone: 651-322-2022	Project Manager: Kyle Nelsen	
		Contract Price: \$569,850.00	Project Supervisor: Mino Olvera	
	Engineer Contact	Scott Kriese	Project Description:	
	KLM Engineering, Inc.	1976 Wooddale Drive, Suite 4	<i>Interior wet abrasive blast &amp; coating</i>	
		Woodbury, MN 55125	<i>Exterior abrasive blast, coating &amp; full containment</i>	
		Phone: 651-773-5111	<i>Misc. Repairs</i>	
<b>45</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Plymouth, MN	Kevin Mastery	6/27/2019 - 10/14/2019	1,000,000 Gallon
		3400 Plymouth Boulevard		Elevated Reservoir - Central
		Plymouth, MN 55447	Project Manager: Brad Smith	Tower
		Phone: 763-509-5998	Project Supervisor: Kito Valdelamar	
		Contract Price: \$1,184,500.00	Project Description:	
	Engineer Contact	Scott Kriese	<i>Interior Wet abrasive blast and coat</i>	
	KLM Engineering	1976 Wooddale Drive, Suite 4	<i>Interior Dry abrasive blast and coat</i>	
		Woodbury, MN 55125	<i>Full Exterior abrasive blast and coat</i>	
		Phone: 651-773-5111	<i>Full Containment, Misc./Structural Repairs</i>	
<b>46</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Sartell, MN	John Kothenbeutel	8/12/2019 - 9/7/2019 On going Maintenance	500,000 Gallon Elevated
		125 Pinecone Road North	Project Manager: Brad Smith	Hydropillar - Huntington
		Sartell, MN 56377	Project Supervisor: Efrain Valdelamar	Tower
		Phone: 320-253-2171	Project Description:	
		Contract Price: \$ 688,200.00	<i>Full interior and exterior blast</i>	
	Engineer Contact	Scott Kriese	<i>Painting interior and exterior</i>	
	KLM Engineering	1976 Wooddale Drive, Suite 4	<i>localized dry surfaces</i>	
		Woodbury, MN 55125	<i>Full Containment</i>	
		Phone: 651-773-5111	<i>Misc. Structural Repairs</i>	
<b>47</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Virginia, MN	Nancy Graham	2019 - Water Tank Maintenance	2.0 MG Standpipe
		PO Box 1048		Hospital High Tower
		Virginia, MN 55792	Project Manager: Brad Smith	
		Phone: 218-780-3021	Project Supervisor: Jorge Juarez	
	Engineer Contact	Jana Nyhagen	Project Description:	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Water Tank Maintenance</i>	
	Phone: 715-861-4869	New Richmond, WI 54017		

## 2017-2021 Project References

<b>48</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Biwabik, MN	Jeff Jacobson 403 4th Street No.	2019 Water Tank Maintenance	900,000 Standpipe Water Tower
		Biwabik, MN 55708	Project Manager: Brad Smith	
		Phone: 218-290-5326	Project Supervisor: Mino Olvera	
		Contract Price: \$505,383.00		
	Engineer Contact	Jana Nyhagen 715-861-4869	Project Description:	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Water tank maintenance</i>	
	Phone: 715-861-4869	New Richmond, WI 54017		
<b>49</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Mora Municipal Utilities - Mora, MN	Joe Kohlgraf 410 Railroad Avenue NE	7/10/2018 - Ongoing maintenance work	500,000 Gallon Hydropiller
		Mora, MN 55051	Project Manager: Brad Smith	
		Phone: 5612-390-8217	Project Supervisor: Mino Olvera	
		Contract Price: \$316,150.00	Project Description:	
	Engineer Contact	Jana Nyhagen	<i>Exterior Surface Prep, Prime and Finish Coat</i>	
	SEH Design Build, Inc.	156 High Street Suite 300	<i>Wet and Dry Structural Modifications</i>	
		New Richmond, WI 54017	<i>Dry Interior Prep, Prime and Finish Coat</i>	
		Phone: 715-246-9906	<i>Wet Interior, Complete, Full Containment</i>	
<b>50</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Plymouth, MN	Kevin Mastery 4425 Zachery Lane	4/15/2018 - 7/24/2018	2,000,000 MG Elevated Water Tank
		Plymouth, MN 55447	Project Manager: Brad Smith	Zachary Tower
		Phone: 763-509-5998	Project Supervisor: Kito Valdelamar	
		Contract Price: \$1,452,364.00		
	Engineer Contact	Shawn Mulhern	Project Description:	
	KLM Engineering	1976 Wooddale Drive, Suite 4	<i>Full Containment</i>	
	Phone: 651-773-5111	Woodbury, MN 55125	<i>on going tank maintenance</i>	
<b>51</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	Owatonna, MN	Myron Volker 1612 Austin Road	7/9/2018 - 8/15/2018	1 MG Ground Morehouse Park
		Owatonna, MN 55050	Project Supervisor: Guillermino Olvera	
		Phone: 507-456-5171	Project Description: Morehouse Tank	750,000 Gallon Elevated
		Contract Price: \$288,125.00	<i>Exterior- roof sweep abrasive blast</i>	Tower Number 7
			<i>Spot Prime, tie and finish Coat</i>	
	Engineer Contact	Scott Kriese	Project Description: Tower Number 7	
	KLM Engineering	2200 Foothills Blvd. Suite A	<i>Exterior - Full pressure wash</i>	
		Gillette, WY 82716	<i>Spot repair, full intermediate coat</i>	
		Phone: 651-733-5111	<i>Full finish coat, replace logo</i>	



## 2017-2021 Project References

52	Owner/Contact	Contact Info	Start/Complete	Tank Size
	3M Wausau, WI	Robert D. Boeger- Resident Engineer 144 Rosecrans St. Wausau, WI 54401	9/29/2018 - 11/9/2018	100,000 Legged Greystone Tank
		Phone: 715-845-0292	Project Manager: Kyle Nelsen	
		Contract Price: \$425,620.00	Project Supervisor: Efrain Valdelamar	
			Project Description:	
			<i>Interior Wet- full abrasive blast</i>	
			<i>Exterior- full abrasive blast</i>	
	Private Job- MSHA		<i>Full Containment</i>	
			<i>Misc. Structural Repairs</i>	
53	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of St. Cloud, MN	Lisa Vollbrecht - Assistant Public Utilities Director 400 Second Street South St. Cloud, MN 56301	7/16/2018 - 10/22/2018	1.5 MG Hydropillar West Tower
		Phone: 320-650-2834	Project Manager: Brad Smith	
		Contract Price: \$1,364,650.00	Project Supervisor: Eulogio Valdelamar	
			Project Description:	
	Engineer Contact	Bob Schlieman, P.E	<i>Interior Wet- full abrasive blast and coat</i>	
	Apex Engineering Group, Inc.	920 McKinney Ave Detroit Lakes, MN 56501	<i>Interior Dry- localized blast and coat</i>	
		Phone: 218-841-1284	<i>Exterior- full abrasive blast and coat</i>	
			<i>Full Containment - tank mural</i>	
			<i>Misc. Structural Repairs</i>	
54	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Wheaton, MN	Amy Olson - City Administrator 104 9th St. North Wheaton, MN 53296	8/28/2018 - 10/24/2018	400,000 Single Pedestal Tower Number One
		Phone: 320-563-4110	Project Manager: Kyle Nelsen	
		Contract Price: \$590,800.00	Project Supervisor: Guillermino Olvera	
			Project Description:	
	Engineer Contact	Tyson Hajicek, P.E	<i>Interior Wet- full abrasive blast</i>	
	Moore Engineering	1808 East Fir Avenue Fergus Falls MN, 56537	<i>Interior Dry- spot Repair</i>	
		Phone: 218-998-4041	<i>Exterior- full abrasive blast</i>	
			<i>Full Containment</i>	
			<i>Misc. Structural Repairs</i>	
55	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Berkeley County Public Service Water District, Martinsburg, WV	Brian Shade - Water Supervisor 251 Caperton Boulevard Martinsburg, WV 25403	2/26/2018 - 9/21/2018	200,000 Single Pedestal - Ridgeway Tank
		Phone: 304-267-4600	Project Manager: Brad Smith	
		Contract Price: \$1,178,611.00	Project Supervisor: Jacinto Valdelamar	750,000 Hydropillar
			Project Description: Ridgeway Tank	Duke Tank
	Engineer Contact	Alayna Bigalbal	<i>Full interior exterior abrasive blast</i>	
	Dewberry Engineers, Inc.	8401 Arlington Boulevard Fairfax, VA 22031	Project Description: Duke Tank	
		Phone: 703-208-1747	<i>Interior Wet full blast , Interior Dry- power tool clean</i>	
			<i>Exterior - power wash , spot blast, Full Containment</i>	

## 2017-2021 Project References

<b>56</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Moorhead, MN	Marc Pritchard - Water Plant Supervisor	6/4/2018 - 8/13/2018	500,000 Single Pedestal
		500 Center Avenue		Woodland Water Tower
		Moorhead, MN 56561	Project Manager: Brad Smith	
		Phone: 218-477-8072	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$523,865.00	Project Description:	
			<i>Interior wet full abrasive blast</i>	
	Engineer Contact	Scott Kriese	<i>Interior dry- spot blast</i>	
	KLM Engineering	1976 Wooddale Drive, Suite 4	<i>Exterior-full abrasive blast</i>	
		Woodbury, MN 55125	<i>Misc. Structural Repairs, On going tank maintenance</i>	
		Phone: 651-755-8664	<i>Full containment and tank Mural</i>	
<b>57</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Remington, IN	Jonathan Cripe - Town Manager	2/19/2018 - 5/18/2018	250,000 Single Pedestal
		24 South Indiana Street		West Tank
		Remington, IN 47977	Project Manager: Kyle Nelsen	
		Phone: 219-261-2523	Project Supervisor: Guillermino Olvera	
		Contract Price: \$707,100.00	Project Description:	
			<i>Full interior and exterior abrasive blast</i>	
	Engineer Contact	Andrew Gordon	<i>Misc. structural repairs</i>	
	Wessler Engineering	62119 South East. Street	<i>Lead and Chrome on interior dry</i>	
		Indianapolis, IN 46227	<i>Misc. Structural Repairs</i>	
		Phone: 317-788-4551	<i>Full Containment</i>	
<b>58</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Rogers, AR	Stephen T. Ponder - Engineer	1/8/2018 - 3/24/2018	100,000 Legged
		601 South 2nd St.		Prairie Creek Tank
		Rogers, AR 72756	Project Manager: Kyle Nelsen	
		Phone: 479-621-1156	Project Supervisor: Jacinto Valdelamar	
		Contract Price: \$264,300.00	Project Description:	
			<i>Exterior- pressure wash &amp; full abrasive blast</i>	
			<i>Interior wet-pressure wash &amp; full abrasive blast</i>	
			<i>Full Containment, Misc. Structural Repairs</i>	
<b>59</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Brighton, CO	Mark Danforth - Utility Engineer	10/11/2017 - 2/11/2018	3 MG Ground
		4350 East Bromley Lane		160th Ave Tank
		Brighton, CO 80601	Project Manager: Brad Smith	
		Phone: 720-641-3927	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$750,000.00	Project Description:	
			<i>Interior abrasive blast</i>	
	Engineer Contact	Jana Nyhagen	<i>Exterior abrasive blast</i>	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Full Containment</i>	
		New Richmond, WI 54017	<i>Misc. Structural Repairs</i>	
		Phone: 715-861-4869	<i>On going tank maintenance</i>	

## 2017-2021 Project References

60	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Edinburg, TX	Monica L. Perez - Administrative Assistant 415 W University Drive Edinburg, TX 78541	10/25/2017 - 3/18/2018 Project Manager: Kyle Nelsen	750,000 Hydropillar South Pin Oak Avenue
		Phone: 956-388-8212	Project Supervisor: Guillermino Olvera	
		Contract Price: \$790,620.00	Project Description:	
	Engineer Contact	Richard Seitz	<i>Full interior and exterior abrasive blast</i>	
	Dannenbaum Engineering Co, LLC.	1109 W Nolana Avenue McAllen, TX 78504	<i>Lead on exterior</i> <i>Misc. Structural Repairs</i>	
		Phone: 956-682-3677	<i>Full Containment</i>	
61	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Arlington, TX	Justin Kirchdoerfer, P.E. - Civil Utilities Engineer 101 West Abram Street Arlington, TX	12/25/2017 - 5/7/2018 Project Manager: Brad Smith	2.5 MG Hydropillar Golden West Tank
		Phone: 817-459-6646	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$1,164,553.98	Project Description:	
	Engineer Contact	Ray Penny	<i>Full interior wet and exterior abrasive blast</i>	
	Tank Industry Consultants	7740 West New York Street Indianapolis, IN 46214	<i>Interior dry- power tool clean</i> <i>Misc. Structural Repairs</i>	
		Phone: 832-656-2015	<i>Full Containment</i>	
62	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Woodbury, MN	Mark Wolf 2301 Tower Drive Woodbury, MN 55125	5/7/2018 - 10/1/2018 Project Manager: Brad Smith	2 MG Singleped Commonwealth Pedestal Tank
		Phone: 651-414-3411	Project Supervisor: Jorge Juarez	
		Contract Price: \$1,029,923.00	Project Description:	
	Engineer Contact	Jana Nyhagen	<i>Full interior wet and exterior abrasive blast</i>	
	SEH Design Build, Inc.	156 High Street Suite 300 New Richmond, WI 54017	<i>Interior dry- power tool clean</i> <i>Misc. Structural Repairs</i>	
		Phone: 715-246-9906	<i>Full Containment, On-going tank maintenance</i>	
63	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Hot Springs, AR	133 Convention Blvd Hot Springs, AR 71902	8/25/2018 - 10/15/2018 Project Manager: Kyle Nelsen	1 MG Elevated Multi-Legged Hollywood Water Tower
		Phone: 501-664-1552	Project Supervisor: Jason Valdelamar	
		Contract Price: \$ 664,950.00	Project Description:	
			<i>Interior Full Blast</i>	
	Engineer Contact	Matt Dunn	<i>Exterior Surface Prep, Prime and Finish Coat</i>	
	Crist Engineers	205 Executive Court Little Rock, AR 72205	<i>Structural Modifications</i> <i>Misc. Structural Repairs</i>	
		Phone: 501-664-1552	<i>Full Containment</i>	

## 2017-2021 Project References

<b>64</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Baxter, MN	Kevin Cassidy	7/11/2018 - 10/20/2018	750,000 Gallon Hydropillar
		15042 Inglewood Drive		North Tower
		Baxter, MN 56425	Project Manager: Kyle Nelsen	
		Phone: 218-454-5116	Project Supervisor: Jorge Juarez	
		Contract Price: \$ 734,425.00	Project Description:	
	Engineer Contact	Scott Kriese	<i>Interior Wet abrasive blast and coat</i>	
	KLM Engineering	1976 Wooddale Drive, Suite 4	<i>Interior Dry localized abrasive blast and coat</i>	
		Woodbury, MN 55125	<i>Full Exterior abrasive blast and coat</i>	
		Phone: 651-755-8664	<i>Full Containment, Misc./Structural Repairs</i>	
<b>65</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Muskego, WI	Scott Kloskowski - Superintendent of Utilities	9/18/2017 - 11/6/2017	250,000 Single Pedestal
		W188 S8273 Mercury Drive		Mercury Drive
		Muskego, WI 53150	Project Manager: Kyle Nelsen	
		Phone: 414-416-3266	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$497,288.00	Project Description:	
			<i>Interior Wet- full abrasive blast</i>	
	Engineer Contact	Daniel Butler, P.E	<i>Interior Dry- spot abrasive blast</i>	
	Ruckert & Mielke, Inc.	W233 N2080 Ridgeview Parkway	<i>Exterior- full abrasive blast</i>	
		Waukesha, WI 53188	<i>Full Containment</i>	
		Phone: 262-542-5733	<i>Misc. Structural Repairs</i>	
<b>66</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Menomonie, WI	Jeremy Hoyt - Water Utility Superintendent	3/1/2017 - 6/29/2017	750,000 Single Pedestal
		621 11th Ave. West		South Water Tower #1
		Menomonie, WI 54751	Project Manager: Kyle Nelsen	
		Phone: 715-308-1221	Project Supervisor: Efrain Valdelamar	
		Contract Price: \$546,250.00	Project Description:	
	Engineer Contact	Scott Kriese	<i>Full interior and exterior abrasive blast</i>	
	KLM Engineering	1975 Wooddale Dr. Suite 4	<i>Lead Job</i>	
		Woodbury, MN 55125	<i>Misc. Structural Repairs</i>	
		Phone: 651-773-5111	<i>Full Containment</i>	
<b>67</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of West Fargo, ND	Brian Matzke - Field Contact	Meadow Ridge Tank- 6/1/2017 - 8/25/2017	500,000 Single Pedestal
		800 4th Ave. East	12th Ave Tank - 8/25/2017 - 10/17/2017	500,000 Single Pedestal
		West Fargo, ND 58078		
		Phone: 701-540-8857	Project Manager: Kyle Nelsen	
		Contract Price: \$927,035.00	Project Supervisor: Efrain Valdelamar	
			Project Description:	
	Engineer Contact	Tyrel Clark	<i>Both Tanks - Full Containment, Misc. Structural Repairs</i>	
	Moore Engineering	925 10th Ave. E	<i>Interior Wet- full abrasive blast</i>	
		West Fargo, ND 58078	<i>Interior Dry- spot abrasive blast</i>	
		Phone: 701-850-6723	<i>Exterior- full abrasive blast</i>	

## 2017-2021 Project References

<b>68</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Pelican Rapids, MN	Terry Gamble - Utility Worker	7/6/2017 - 9/14/2017	500,000 Single Pedestal
		315 North Broadway		8th Avenue Tank
		Pelican Rapids, MN 56572	Project Manager: Kyle Nelsen	
		Phone: 763-614-8995	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$516,950.00		
			Project Description:	
	Engineer Contact	Scott Kriese	<i>Interior Dry- Abrasive Blast (bowl &amp; access tube)</i>	
	KLM Engineering	1976 Wooddale Dr. Suite 4	<i>Exterior- Full abrasive blast</i>	
		Woodbury, MN 55125	<i>Full Containment</i>	
		Phone: 651-773-5111	<i>Misc. Structural Repairs</i>	
<b>69</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Havre, MT	Dave Peterson - Public Works Director	8/28/2017 - 11/17/2017	3.5 MG Ground
		P.O Box 231		West Water Tank
		Havre, MT 59501	Project Manager: Brad Smith	
		Phone: 406-265-4941	Project Supervisor: Guillermino Olvera	
		Contract Price: \$633,900.00		
	Engineer Contact	John Alan	Project Description:	
	NCI Engineering	4509 North Star Blvd	<i>Full interior and exterior abrasive blast</i>	
	Phone: 406-453-5478	Great Falls, MT 59405	<i>Misc. Structural Repairs</i>	
<b>70</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Bradenton, FL	Bruce Hines - Site Manager	7/21/2017 - 8/28/2017	1.1 MG Ground
		1001 13th Ave. East		Tropicana Plant
		Bradenton, FL 34208	Project Manager: Brad Smith	
		Phone: 941-400-9141	Project Supervisor: Guillermino Olvera	
		Contract Price: \$316,400.00		
	Engineer Contact	Jana Nyhagen	Project Description:	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Interior Wet- Abrasive Blast</i>	
		New Richmond, WI 54017	<i>Misc. Structural Repairs</i>	
		Phone: 715-861-4869		
<b>71</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Madrid, IA	Scott Church - Public Works Director	8/28/2017 - 11/16/2017	500,000 Multi- Legged
		301 North Main Street		42,000 Dry Lime Silo
		Madrid, IA 50156	Project Manager: Brad Smith	Main Street Tank
		Phone: 515-230-1042	Project Supervisor: Jacinto Valdelamar	
		Contract Price: \$579,199.00	Project Description:	
			<i>Exterior- Abrasive blast</i>	
	Engineer Contact	Jana Nyhagen	<i>Interior Wet- Abrasive blast</i>	
	S.E.H Engineering, Inc.	156 High Street Suite 300	<i>Lime Silo- Exterior- Abrasive Blast</i>	
		New Richmond, WI 54017	<i>Full Containment - Both Tanks</i>	
		Phone: 715-861-4869	<i>Misc. Structural Repairs- Both Tanks</i>	

## 2017-2021 Project References

72	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Fiat Chrysler, Chelsea, MI	David Weissling - Facility Engineer 3700 S. M-52 Chelsea, MI 48118 Phone: 734-433-4812 Contract Price: \$433,485.00	9/12/2017 - 11/6/2017  Project Manager: Kyle Nelsen Project Supervisor: Jorge Juarez  Project Description:	150,000 Legged
	Engineer Contact Barton & Mallow	Eric Hoolsema 26500 American Drive Southfield, MI 48034 Phone: 248-436-5000	<i>Exterior- Low Pressure wash clean followed by full abrasive blast Interior- spot blast Full containment , Misc. Structural Repairs</i>	
73	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Stillwater Minnesota Board of Water Commissioners	Robert Benson 204 Third St. N Stillwater, MN 55082 Phone: 651-439-6231 Contract Price: \$283,550.00	3/20/2017 - 6/6/2017 Project Manager: Kyle Nelsen Project Supervisor: Jacinto Valdelamar  Project Description:	750,000 Gallon Standpipe Lily Lake
	Engineer Contact TKDA	Verne Jacobsen 444 Cedar Street Suite 1500 St. Paul, MN 55101 Phone: 651-292-4484	<i>Interior wet abrasive blast Exterior abrasive blast Class 1A containment Full Containment</i>	
74	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Monticello, IA	Doug Herman 200 E First St. Monticello, IA 52310 Phone: 319-465-3577 Contract Price: \$315,000.00	6/19/2017 - 8/4/2017  Project Manager: Brad Smith Project Supervisor: Guillermino Olvera  Project Description:	500,000 Gallon Legged North Water Tower
	Engineer Contact Snyder & Associates, Inc.	Patrick Schwickerath P.E. 5005 Bowling Street S.W Suite A Cedar Rapids, IA 52404 Phone: 319-362-9394	<i>Exterior full abrasive blast Interior Wet full abrasive blast Needed Repairs- Install new gaskets Full Containment</i>	
75	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Hudson, WI	Kip Peters 503 3rd St. Hudson, WI 54016 Phone: 920-219-0378 Contract Price: \$365,650.00	5/22/2017 - 7/28/2017  Project Manager: Brad Smith Project Supervisor: Jacinto Valdelamar  Project Description:	150,000 Gallon Elevated Lemon St. Tank
	Engineer Contact S.E.H Engineering, Inc.	Jana Nyhagen 156 High Street Suite 300 New Richmond, WI 54017 Phone: 715-861-4869	<i>Interior Wet- full abrasive blast Exterior- full abrasive blast Structural Repairs- Replace manway gaskets and roof vent Full Containment</i>	

## 2017-2021 Project References

76	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Carmel, IN	Mike Looper 30 West Street, Suite 220 Carmel, IN 46032	3/27/2017 - 6/16/2017	500,000 Gallon Elevated South Tank
		Phone: 317-750-1938	Project Manager: Brad Smith	6 Column Torus Bottom
		Contract Price: \$651,440.00	Project Supervisor: Guillermino Olvera	
	Engineer Contact:	Mike Doolittle	Project Description:	
	TIC	7740 West New York St. Indianapolis, IN 46214	<i>Interior Wet- full abrasive blast</i>	
		Phone: 317-271-3100	<i>Exterior- full abrasive blast all areas</i>	
77	Owner/Contact	Contact Info	Start/Complete	Tank Size
	Marion Utilities, IN	Jim Dalrymple 1540 North Washington Street Marion, IN	2/22/2017 - 7/19/2017	1 MG Elevated 9- Column Torus Bottom
		Phone: 765-669-0359	Project Manager: Brad Smith	High School Tank
		Contract Price: \$880,345.00	Project Supervisor: Jorge Juarez	
	Engineer Contact	Mike Doolittle	Project Description:	
	TIC	7740 West New York Street Indianapolis, IN 46214	<i>Complete full abrasive blast on interior and exterior</i>	
		Phone: 317-271-3100	<i>Misc. Structural Repairs</i>	
78	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Summerville, SC	Christy Davis - Berkeley County Council P.O. Box 6122	12/5/2016 - 2/17/2017	500,000 Gallon Multi-Legged Sangaree Tank
	Subcontractor of McLean Tank	Moncks Corner, SC 29461 Phone: 843- 719-4112	Project Manager: Brad Smith	
		Contract Price: \$421,552.00	Project Supervisor: Guillermino Olvera	
			Project Description:	
	Engineer Contact	Bubba McCoy	<i>Interior Wet- full abrasive blast.</i>	
	MJL, Inc.	P.O. Box 175 Monck's Corner, SC 29461	<i>Exterior- full abrasive blast, full containment and miscellaneous</i>	
		Phone: 843- 761-2007	<i>Structural Repairs, lead job</i>	
79	Owner/Contact	Contact Info	Start/Complete	Tank Size
	City of Covington, GA	Chad Pieten - E.I.T. P.O. Box 1137	11/7/2016 - 3/10/2017	1,000,000 Gallon Legged Torus Bottom
	Subcontractor of Utility Service	Covington, GA 30015 Phone: 770 -385-3934	Project Manager: Brad Smith	
		Contract Price: \$600,240.00	Project Supervisor: Jorge Juarez	
			Project Description:	
	Engineer Contact	Chase West	<i>Interior Wet-Full abrasive Blast.</i>	
	Carter & Sloope, Inc.	1031 Stonebridge Parkway Watkinsville, GA 30677	<i>Interior Dry-Full Pressure Wash</i>	
		Phone: 706 -769-4119	<i>Full containemnt</i>	
			<i>Misc. Structural Repairs</i>	

## 2017-2021 Project References

<b>80</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Blaine, MN	Tom Scott - Project Coordinator	10/17/2016 - 7/16/2017	1,000,000 Gallon - Aquastore
		10801 Town Square Dr NE		Single Pedestal
		Blaine, MN 55449	Project Manager: Kyle Nelsen	
		Phone: 763-785-6182	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$1,431,430.00	Project Description:	
	Engineer Contact	Steven G. Nelson, P.E.	<i>Interior Wet and Dry- full abrasive blast.</i>	
	Bolten & Menk, Inc.	1960 Premier Drive	<i>Exterior- full abrasive blast</i>	
		Mankato, MN 56001	<i>Full containment Misc. Structural Repairs</i>	
		Phone: 763-433-2851 ext 2855	<i>Lead job</i>	
<b>81</b>	<b>Owner/Contact</b>	<b>Contact Info</b>	<b>Start/Complete</b>	<b>Tank Size</b>
	City of Fort Worth, TX	Chris Harder	10/10/2016 - 2/28/2017	2 MG Hydropillar
		200 Texas St		Sun Country Tank
		Fort Worth, TX 76102	Project Manager: Brad Smith	
		Phone: 817-392-8293	Project Supervisor: Eulogio Valdelamar	
		Contract Price: \$1,085,004.00	Project Description:	
	Engineer Contact	Patrick Brown	<i>Interior wet &amp; dry - full abrasive blast</i>	
	TIC	7740 W New York St	<i>Exterior -full abrasive blast</i>	
		Indianapolis, IN 46214	<i>Full containment</i>	
		Phone: 317-271-3100	<i>Misc. Structural Repairs</i>	



# **EXHIBIT J**

# **INSURANCE & RISK MANAGEMENT**

**SECTION 5**  
**INSURANCE & RISK MANAGEMENT PROVISIONS**

**SECTION 5****Insurance and Risk Management Provisions  
Standby Sewer Rehabilitation Services – Wastewater system**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT
\$500,000.	
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT
\$500,000.	
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE
\$500,000.	

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

21ITB092021K-CRB  
Jones Bridge Water Tanks Rehabilitation

Section 5  
Insurance and Risk Management Provisions

Bodily Injury and Property Damage Liability \$1,000,000	Each Occurrence	-
(Other than Products/Completed Operations) \$2,000,000	General Aggregate	-
Products\Completed Operations \$2,000,000	Aggregate Limit	-
Personal and Advertising Injury \$1,000,000	Limits	-
Damage to Rented Premises \$100,000	Limits	-

### 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

**Bodily Injury & Property Damage** Each Occurrence - \$1,000,000

### 4. UMBRELLA LIABILITY per Occurrence/Aggregate

\$1,000,000/\$1,000,000

(Including operation of non-owned, owned, and hired automobiles).

5. **CONTRACTORS POLLUTION LIABILITY** Each Occurrence  
\$1,000,000

May be required applicable to work being performed. \*Or by endorsement to General Liability Policy for sudden and accidental

#### Certificates:

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government  
Attn: Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, 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).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: Classic Protective Coatings, Inc. SIGNATURE: Ray Witke  
NAME: Ray Witke TITLE: President  
DATE: 11-16-21



AGENCY CUSTOMER ID: 00004246

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of \_\_\_\_\_

AGENCY <b>Burstad Insurance Agency Inc</b>		NAMED INSURED <b>Classic Protective Coatings Inc</b>	
POLICY NUMBER <b>CA16038828</b>			
CARRIER <b>Society Insurance</b>	NAIC CODE <b>15261</b>	EFFECTIVE DATE: <b>12/12/2020</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Fulton County Government is listed as Additional Insured.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2021

**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).**

<b>PRODUCER</b> Klein Agency, a Marsh & McLennan Agency 6160 Golden Hills Drive Minneapolis MN 55416	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Select Business Department</td> </tr> <tr> <td><b>PHONE (A/C No, Ext):</b> 746-763-8000 (SBU Dept)</td> <td><b>FAX (A/C, No):</b> 651-484-6861</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> selectcerts@marshamma.com</td> </tr> </table>	<b>CONTACT NAME:</b> Select Business Department		<b>PHONE (A/C No, Ext):</b> 746-763-8000 (SBU Dept)	<b>FAX (A/C, No):</b> 651-484-6861	<b>E-MAIL ADDRESS:</b> selectcerts@marshamma.com									
<b>CONTACT NAME:</b> Select Business Department															
<b>PHONE (A/C No, Ext):</b> 746-763-8000 (SBU Dept)	<b>FAX (A/C, No):</b> 651-484-6861														
<b>E-MAIL ADDRESS:</b> selectcerts@marshamma.com															
<b>INSURED</b> Classic Protective Coatings, Inc. N7670 State Hwy 25 Menomonie WI 54751	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER B : Amtrust</td> <td>99999</td> </tr> <tr> <td>INSURER C : Homesite Insurance Company of Florida</td> <td>11156</td> </tr> <tr> <td>INSURER D : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER E : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Company	16691	INSURER B : Amtrust	99999	INSURER C : Homesite Insurance Company of Florida	11156	INSURER D : Navigators Specialty Insurance Company	36056	INSURER E : Evanston Insurance Company	35378	INSURER F :	
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INSURER E : Evanston Insurance Company	35378														
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 1014081957** **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/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Liability <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	AES120080701	8/28/2021	8/28/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CXP14096838700	8/28/2021	8/28/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A E D	Installation Floater Pollution Excess Umbrella	Y Y Y	Y Y Y	IMP607708815 ECPENV03373 SE21EXC394790IC	12/15/2020 9/16/2021 8/29/2021	12/15/2021 9/16/2022 8/28/2022	Limit \$2,000,000 Limit \$10,000,000 Excess \$5mil occur	Deductible \$5,000 Deductible \$10,000 \$5,000,000 agg

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Owner and Engineer/Architect are included as additional insureds for general liability, including ongoing and completed operations, pollution liability and umbrella liability, on a primary and non-contributory basis, for work performed by the named insured, if required by written contract. Waiver of subrogation is in favor of the additional insureds for general liability and umbrella liability.

<b>CERTIFICATE HOLDER</b>  Fulton County Government Attn: Purchasing Department 130 Peachtree Street SW Suite 168 Atlanta GA 30303-3459	<b>CANCELLATION</b>  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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